



**INCORPORATED COUNTY OF LOS ALAMOS  
LICENSE AND SERVICE AGREEMENT**

**This LICENSE AND SERVICE AGREEMENT (this "Agreement") is entered into by and between the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("County"), and Tyler Technologies, Inc., a Delaware corporation ("Contractor" or "Tyler"), to be effective for all purposes June 28, 2017 (the "Effective Date").**

**WHEREAS**, the County Purchasing Agent has determined in writing that procurement of the services to be provided by Contractor, using the existing NJPA contract, may be obtained per Section 31-3(b)(4)c of the County Procurement Code; and

**WHEREAS**, Contractor shall provide the Licenses, Professional Services, and Maintenance and Support identified herein for Tyler ExecuTime Software; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on June 27, 2017.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. DEFINITIONS:** In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement:

*"Defect"* refers to a failure of the Licensed Property to materially conform to the specifications set forth in the Documentation and made a part hereof for all purposes. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality will be made available in Contractor's then-current Documentation. For a period of five (5) years from the Effective Date, if a new release of Tyler Software removes functionality that was originally licensed to County, Contractor shall provide alternative means for performing the same function, at no additional cost to County beyond payment of the annual maintenance and support fees in accordance with this Agreement.

*"Documentation"* refers to any online or written documentation related to the use or functionality of the Licensed Property that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals, documentation of reporting views, and other training or self-help documentation.

*"Go-Live"* refers to first day of live production use of the Licensed Property's integration with Munis Go-Live in accordance with the Contract between Contractor and County known as AGR16-701, which can only occur after Contractor's successful Implementation of the Licensed Property according to the provisions of the Scope of Work ("SOW"), Exhibit "D," attached hereto and made a part hereof for all purposes.

*"Licensed Property"* refers to all Contractor software products, identified in the Product and Rate Schedule, Exhibit "A" attached hereto and made a part hereof for all purposes, and any related

interfaces, custom modifications, and product upgrades, as set forth in Section B(I)(1)(f).

*"Los Alamos County Technology Standards"* means the currently supported versions of the County hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit "C," attached hereto and made a part hereof for all purposes. In the event these standards are adjusted, County will identify any applicable adjustments to Contractor, and those adjustments shall only apply to the extent they reflect then-current industry standards that do not impact Contractor's performance under this Agreement. In the event of any such impact, the parties will negotiate a mutually agreeable adjustment to this Agreement to account for the impact.

*"Maintenance and Support Agreement"* means the terms and conditions governing the provision of maintenance and support services, as provided in Exhibit "B," attached hereto and made a part hereof for all purposes, and includes Contractor's then-current Support Call Process. Contractor agrees that any changes to the Support Call Process in effect as of the Effective Date will not materially degrade the manner in which Contractor makes support services available to County.

*"Project"* refers to Contractor's Implementation, training, and support for the Licensed Property according to the terms set forth in this Agreement.

*"Site License"* means the license herein granted to County to use the Licensed Property by all users of County, consistent with the license grant set forth in Section B(I)(1).

## **SECTION B. LICENSE AGREEMENT:**

### **I. LICENSE AGREEMENT.**

#### **1. GRANT OF LICENSE.**

- a) Contractor grants to County, and County shall accept from Contractor, a non-exclusive, revocable, nontransferable, non-assignable, perpetual Site License to use the Licensed Property solely for County's governmental business purposes. County's rights to the Licensed Property may be revoked if Contractor provides notice to County that it is in non-compliance with the terms of this license grant and related payment obligations identified in Section E(1)(a) herein, and County fails to resolve that non-compliance within sixty (60) days of receipt of notice, provided, however, that if the nature of County's obligation is of such a nature that it cannot reasonably be cured within said sixty-day period, County shall not be deemed to be in non-compliance so long as County commences curing such non-compliance within said sixty-day period and diligently prosecutes same to completion.
- b) County may make copies of the Licensed Property for archival, backup, testing, and training purposes, so long as such copies are not used in production, and the testing and/or training is for internal use only.
- c) Contractor also grants to County a license to use the Documentation made available to County. The Documentation may be used and copied by County employees for internal, governmental reference purposes only.
- d) County may not: (a) transfer or assign the Licensed Property to a third party; (b) reverse engineer, decompile, or disassemble the Licensed Property; (c) rent, lease, lend, or provide commercial hosting services with the Licensed Property; or (d) publish or otherwise disclose the Licensed Property or Documentation to third parties, subject to applicable law.

- e) The right to transfer the Licensed Property to a replacement hardware system is included in County's license. County will give Contractor advance written notice of any such transfer and will pay Contractor for any required or requested technical assistance associated with such transfer in accordance with Section E(1)(c) herein.
  - f) The license terms in this Agreement apply to updates and enhancements Contractor provides to County or makes available to County throughout this Agreement, which includes all Contractor required upgrades during Implementation prior to Go-Live and all future updates and enhancements provided post Go-Live through the Maintenance and Support Agreement, or otherwise purchased by County.
  - g) Contractor reserves all rights not expressly granted to County in this Agreement. The Licensed Property and Documentation are protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in the Licensed Property and the Documentation. The Licensed Property is licensed, not sold. County shall pay Contractor the license fees set forth in Exhibit "A".
  - h) Contractor shall maintain the Licensed Property consistent with the Los Alamos Technology County Standards, as set forth in Exhibit "C," except that County understands and agrees that: (i) as of the Effective Date, Contractor provides remote support via Citrix GoToAssist or Bomgar (Privileged Access Management); (ii) Contractor's browser version requirements are and will be listed in the then-current system requirements documentation for the associated module of the Licensed Property; (iii) Contractor will need to utilize County's Exchange infrastructure to relay email notifications from Contractor's system; (iv) Contractor will not integrate with County's existing SharePoint server, but will integrate with MUNIS installed SharePoint Foundation 2013 as the front-end of the Licensed Property; and (v) the Licensed Property does not currently offer two-factor authentication.
2. **WARRANTY.** Contractor warrants that the Licensed Property will be without Defect(s) as long as County has maintained a Maintenance and Support Agreement in effect. If the Licensed Property does not perform as warranted, Contractor will use all reasonable efforts to cure the Defect, as set forth in the Maintenance and Support Agreement and the Support Call Process, provided at Exhibit "B," or to timely provide a functional equivalent.
3. **ESCROW.** Contractor shall maintain an escrow agreement with a third party under which Contractor shall place the source code for each major release of the Licensed Property. County may be added as a beneficiary to the escrow agreements by completing a standard beneficiary enrollment form and paying the then-current annual beneficiary fees. Release of source code for the Licensed Property is strictly governed by the terms of the escrow agreement. Contractor shall continue to maintain an escrow agreement with a third party and if Contractor changes the third party provider, Contractor shall notify County in writing within thirty (30) days of such change.

## **SECTION C. IMPLEMENTATION SERVICES:**

1. **IMPLEMENTATION PROJECT SCOPE.** The Scope is comprised of the, modules, reports, workflows, and deliverables itemized in Exhibit "A" and described throughout Exhibit "D." If any services, tasks, or responsibilities not specifically described in this Agreement are inherent or necessary sub-activities of the tasks, they shall also be included within the Scope.



2. **IMPLEMENTATION SERVICES.** Contractor shall provide the Implementation Services itemized in Exhibit "A" and described in Exhibit "D." Any additional Implementation Services requested by County may be handled through the change process as defined in Exhibit "D."

3. **TYLER SYSTEM MANAGEMENT SERVICES ("TSMS").** Contractor shall provide operating system and database administration services, including but not limited to installations, upgrades, routine maintenance, and database tuning. Contractor shall provide TSMS throughout the term of this Agreement. Contractor shall provide TSMS during Contractor's then-current TSMS hours. Contractor's current TSMS hours are 8:00AM EST through 9:00PM EST. On at least seven (7) days advance notice, County may request TSMS outside of those hours, which Contractor will make commercially reasonable efforts to provide. Those services will be provided on a time and materials basis in accordance with the rates identified in Exhibit "A" if requested within twenty-four (24) months of the Effective Date, and thereafter at Contractor's then-current TSMS rates. Any such services will be billed at a minimum of four (4) hours. In order to minimize business disruption due to production down time, County generally follows a maintenance schedule of the second Saturday of every month. **Current County TSMS services under contract AGR 16-701 for MUNIS installation will cover all of these same services for Executime modules at no additional cost to County provided County maintains a TSMS contract with Tyler under contract AGR 16-701.** Contractor shall provide the following TSMS to the County:

- i. Server Support
  - a. Server tuning
  - b. New user setup & Active Directory Integration
  - c. Printer Installation & configuration
  - d. Service pack & security patch installations
  - e. Microsoft IIS configuration & troubleshooting
  - f. Microsoft Sharepoint Foundation configuration and troubleshooting for Tyler's Role-Tailored Dashboard
- ii. Database Software Support
  - a. Database administration
  - b. Software upgrade & installation assistance
  - c. Data recovery
  - d. Database tuning
  - e. Database refreshes, imports and exports
  - f. Database mirroring and high availability solutions
- iii. PC Support
  - a. Windows 7 ® & Windows 8 ®
  - b. Macintosh ® OS X Lion
  - c. Client installations
  - d. Microsoft Business Intelligence Development Studio installations
- iv. Installation Services
  - a. Free Tyler application release upgrades (e.g. Executime Advanced Scheduling, Advanced Scheduling Mobile License, Time and Attendance License, Time and Attendance Mobile License)
  - b. Free server transfers available every two years
- v. System Maintenance
  - a. TSMS Check Script. With installation of the Contractor's TSMS check script Contractor shall monitor vital information on County's servers (disk space,



database backups, server uptime and database engine availability and disk integrity via Microsoft Check Disk). If the check script detects a problem it automatically opens a Priority 1 support call for Contractor to address.

- b. General System Maintenance.
  - 1) Operating system review and maintenance (O/S patches & service packs)
  - 2) File system cleanup
  - 3) Database refreshes
  - 4) Printer & user cleanup
  - 5) Database analysis
  - 6) Database backup verifications
- vi. Contractor shall provide remote system administration training for the following:
  - a. System review and analysis
  - b. Adding printers and users
  - c. Printing custom forms, duplex printing, tray selection
  - d. Database refreshes
  - e. LDAP Synchronization
  - f. What and how to backup critical data
  - g. County installation, configuration and troubleshooting

**4. SITE REQUIREMENTS.** County agrees to provide Contractor with access to County's personnel, facilities, and equipment as may be reasonably necessary for Contractor to provide Implementation Services, subject to any reasonable security protocols or other written policies provided to Contractor. County further agrees to provide a reasonably suitable environment, location, and space for the installation of the Licensed Property, including sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Licensed Property.

**5. PROJECT MANAGEMENT.** County and Contractor agree to designate in writing a primary contact (the "Project Manager") to represent each party to serve as a primary point of contact, to manage the overall Implementation, and help coordinate personnel during the design, development, installation, training and maintenance of the Licensed Property, as described in Exhibit "D."

- a) County shall not be liable for, and shall provide no insurance for, any loss or damage incurred by Contractor or its employees, agents, contractors or subcontractors or to equipment or property owned by Contractor, regardless of whether such losses are insured by Contractor.
- b) Contractor shall provide experienced, competent, and knowledgeable staff to successfully complete the Implementation according to Exhibit "D" and any mutually agreeable Project Plan. In the event that any Contractor employee is found to be unacceptable to County, in County's reasonable discretion, Contractor will be given an opportunity to cure the deficiency upon notice thereof from County. In the event the deficiency persists, County may require removal of the employee. Contractor shall provide a suitable replacement, acceptable to County in its reasonable discretion, as soon as reasonably possible. To the extent County delays in confirming Contractor's proposed replacement, Contractor will not be held liable for Project delays that arise because of County's delay.
- c) County acknowledges that Contractor assigned personnel may leave the Project for reasons outside Contractor's control, such as resignation, medical leave, or similar absences. Contractor shall use its best efforts to ensure the continuity of Contractor employees assigned to the County's Implementation. Should Contractor remove or

reassign those of its employees assigned to perform Services hereunder, Contractor will, a) provide reasonable advance notice to County, and b) assign alternate employees with equivalent or greater competence, knowledge and experience to perform Services hereunder within a commercially reasonable timeframe. Contractor's failure to provide the continuity of Contractor employees shall result in Contractor's sole responsibility for any delay and/or cost for such failure.

- d) Contractor's personnel and subcontractors, if any, shall observe all applicable laws, rules and policies of County, as provided herein or otherwise mutually agreed to, while providing Services for County, working on County's premises, and working remotely on County systems.
- e) Contractor hereby represents and warrants to County, with respect to the Services to be performed under this Agreement, that each of its employees assigned to perform those Services shall have the proper skill, training and background to be able to perform his or her assigned Service(s) in a competent and professional manner, and that all Services will be performed in accordance with this Agreement. In the event Contractor provides Services that do not conform to this warranty, Contractor will re-perform such Services at no additional cost to County.
- f) County acknowledges that the Implementation of the Licensed Property is a cooperative process requiring the time and resources of County personnel. As identified herein, County shall, and shall cause County personnel to, use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to timely implement the products as mutually agreed to in Exhibit "E" and Implementation Plan and Project schedule. Contractor shall not be liable for County's failure(s) to comply with the foregoing commitment.

## **SECTION D. MAINTENANCE AND SUPPORT:**

### **I. MAINTENANCE AND SUPPORT SERVICES.**

If County purchases ongoing Maintenance and Support Services, as set forth in this Agreement, Contractor shall provide Maintenance and Support Services under the terms of Exhibit "B," attached hereto and made a part hereof for all purposes.

If County opts not to purchase ongoing Maintenance and Support Services, Exhibit "B" will not apply. Instead, Contractor shall provide ongoing Maintenance and Support on a time and materials basis at the then-current rate. In addition, County will:

- 1. receive the lowest priority under the Support Call Process;
- 2. be required to purchase new releases of the Licensed Property including fixes, enhancements and patches;
- 3. be charged Contractor's then-current rates for support services, or such other rates that Contractor may consider necessary to account for County's lack of ongoing training;
- 4. be charged for a minimum of two (2) hours of support services for every support call; and
- 5. not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

**REPORTS.** As long as County has Maintenance and Support Services in effect, Contractor will make available all state and federal mandated reports and data file submissions required to be submitted that are not already provided through standard reports or inquiry functions,

and any changes to mandated state or federal specified file layouts will be provided for no additional charge. Contractor will release any such updates to County at least ninety (90) days prior to the filing deadline when possible.

## **SECTION E. COMPENSATION:**

- 1. AMOUNT OF COMPENSATION.** The total amount payable under this Agreement for all Services and Products identified herein shall be in accordance with rates identified in Exhibit "A," and shall be payable according to the terms set forth below and identified in Exhibit "A," attached hereto and made a part hereof for all purposes. The total amount payable hereunder for the entire term of this Agreement, including any possible extensions, shall not exceed TWO HUNDRED THIRTEEN THOUSAND ONE HUNDRED TWENTY SIX DOLLARS (\$213,126.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").
  - a) County shall pay one-time compensation for software licenses fees, as outlined below, in an amount not to exceed FIFTY NINE THOUSAND SEVEN HUNDRED DOLLARS (\$59,700.00). License fees for the Licensed Property shall be invoiced as follows: (a) 10% on the Effective Date; (b) 90% on the earlier of (i) the date when Contractor installs the Licensed Property on-site (the "Installation Date") or (ii) forty-five (45) days after the Effective Date.
  - b) County shall pay one-time compensation for Implementation Services in a fixed amount of FORTY TWO THOUSAND SEVENTY FIVE DOLLARS (\$42,075.00). Those amounts are payable according to the schedule set forth in Exhibit "A," and shall be invoiced after County acceptance of each applicable Control Point.
  - c) County may pay one-time compensation for Optional County Requested Additional Professional Services in an amount not to exceed SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS (\$7,650.00). County may request these Additional Professional Services through the Change Process identified in Exhibit "D." Upon County approval, these Services shall be invoiced as incurred.
  - d) County shall pay maintenance and support in a total not-to-exceed amount for the term of this Agreement, including any possible extensions through year 6, in the amount of EIGHTY THOUSAND SIX HUNDRED ONE DOLLARS (\$80,601.00). County shall pay the maintenance and support fees annually in advance, beginning on the one (1) year anniversary of the Available Download Date (for the purpose of this Agreement, the Available Download Date is the date on which Tyler makes the ExecuTime software available for download) and thereafter on each subsequent anniversary, unless terminated in writing by County at least thirty (30) days in advance of the end of the then-current term. Maintenance and support fees through year six (6) are set forth in Exhibit "A." Thereafter, maintenance and support fees shall be at Contractor's then-current rates. The fees for the period beginning on the Available Download Date and expiring one (1) year thereafter are waived. Upon County's request, Contractor agrees to work with County to issue a pro rata adjustment to County's maintenance and support billing cycle so that it commences on July 1 of each applicable year.

**Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, any applicable reference to Payment ID on Exhibit "A," and total amount payable on a monthly basis. Payment of undisputed amounts shall be due and payable forty-five (45) days after County's receipt of the invoice.



2. **TAXES.** Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational or like taxes now in force or enacted in the future, and are therefore subject to an increase equal to any such taxes Contractor may be required to collect or pay upon the sale or delivery of the Licensed Property and Services purchased or licensed hereunder. Should Contractor be required to pay any of these taxes as a result of this Agreement, the appropriate amounts will be added to invoices and paid by County. Contractor shall be responsible for remittance of the New Mexico Gross Receipts Tax ("NMGRT") levied on the amounts payable under this Agreement.
3. **REIMBURSABLE EXPENSES.** Contractor's travel expenses shall not exceed a combined total of TWENTY-THREE THOUSAND ONE HUNDRED DOLLARS (\$23,100.00) for the entire term of this Agreement. Travel expenses shall be submitted to the County Project Manager on a monthly invoice that identifies, among other applicable travel expenses, the number of on-site days of per diem. Travel expenses will be invoiced to County according to the then-current Contractor Business Travel Policy. Contractor agrees that any changes to its Business Travel Policy will not result in reimbursement allowances that materially deviate from the allowances set forth in the Business Travel Policy in effect as of the Effective Date, except as otherwise agreed to by the parties. County reserves right to inspect travel and lodging receipts on request and with reasonable notice. Contractor shall submit copies of these supporting documents if so requested. Receipts for per diem expenses, miscellaneous items less than \$25, and mileage logs are not required. There shall be no reimbursable expenses associated with this Agreement except as otherwise noted and agreed upon herein.

## **SECTION F. GENERAL TERMS AND CONDITIONS:**

1. **TERM.** Except for the license grant, which is perpetual as set forth in Section B(I)(1)(a), the term of the Agreement shall commence on the Effective Date and shall continue through June 27, 2023, unless sooner terminated, as provided in this Agreement. The Agreement may be renewed by mutual agreement of the parties, consistent with applicable procurement and appropriations laws.
2. **INSURANCE.** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. Contractor shall provide a Certificate of Insurance as evidence that Contractor has met its obligation to obtain and maintain insurance. Any subcontractor will be required to provide County a Certificate of Insurance to assure that the subcontractor maintains like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.
  - a) **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.

- b) **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- c) **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
- d) **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

### 3. INVOICE DISPUTES.

- a) If County believes any invoiced product or service does not conform to the warranties set forth in this Agreement, County shall provide written notice of such disputed invoice to Attention: Associate General Counsel, at the address listed in the Notice section of this Agreement. Such written notice shall be provided to Contractor within thirty (30) calendar days of County's receipt of the disputed invoice. An additional fifteen (15) days is allowed for the County to provide written clarification and details for the disputed invoice. Contractor shall provide a written response to County that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by Contractor and County to resolve any issues presented in County's notification to Contractor. County may withhold payment of only the amount actually in dispute until Contractor provides the required written response, and full payment shall be remitted to Contractor upon Contractor's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if Contractor is unable to complete all material action steps required to remedy the disputed matter because County has not completed the action steps required of them, County shall remit full payment of the invoice.
- b) Any invoice not disputed as described above shall be deemed accepted by the County. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, Contractor reserves the right to suspend delivery of all services.

- 4. **RESOLUTION OF DISPUTES; LIMITATION OF LIABILITY.** Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute under this Agreement. The parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative of each party to meet and engage in good faith negotiations. Such senior representatives will meet for not more than four (4) hours within thirty (30) days of the written dispute notice, unless otherwise agreed. To the extent allowable by law, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, either may assert its respective rights and remedies as provided in Paragraph 18 below. Nothing in this Paragraph shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedure.

County agrees that Contractor's total liability, and County's sole and exclusive remedy, for damages in any way related to or arising from the performance of Contractor's duties and obligations under this Agreement, whether on claims for breach of contract, warranty,

negligence, tort (including strict liability) or otherwise, shall not exceed County's actual, direct damages, not to exceed the total fees set forth in Exhibit "A." It is agreed by the parties that this sum is reasonable under all the circumstances. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS SUBJECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION F(20), BREACH OF CONTRACTOR'S OBLIGATIONS UNDER EXHIBIT "D," OR THAT ARISE OUT OF CONTRACTOR'S WILLFUL, RECKLESS OR WANTON MISCONDUCT OR CONTRACTOR'S BAD FAITH CONDUCT.**

**5. TERMINATION.**

- a) **Generally.** County may terminate this Agreement for cause in the event Contractor does not cure, or create a mutually agreeable action plan to cure, an alleged material breach of this Agreement within forty-five (45) days' notice thereof. County may terminate this Agreement without cause upon ninety (90) calendar days prior written notice to Contractor.
- b) **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.
- c) In the event of any termination or cancellation, County will be responsible for payment of all undisputed software and Services delivered, and expenses incurred, to the extent payable as set forth in Section E through the effective date of termination. Upon termination, Contractor shall refund any prepaid fees covering the remainder of the term after the effective date of termination. Contractor shall render a final report of the Services performed to the date of termination. In a termination for cause, disputed fees will be resolved according to the dispute resolution process set forth in Section F(4), above.

- 6. SEVERABILITY; WAIVER.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

- 7. NOTICES.** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or five (5) calendar days after deposit in the United States Mail:



County:  
Business & ERP Manager  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 220  
Los Alamos, New Mexico 87544

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

- 8. NO INTENDED THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Contractor and County. No third party shall be deemed a beneficiary of this Agreement, and no third party shall 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 End User License Agreement(s).
- 9. INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the Licensed Property and Services described herein and expresses the entire agreement and understanding between the parties with reference to said Licensed Property and Services. In the event the parties mutually agree to an adjustment in scope, including but not limited to the addition of software, services or travel in excess of the scope set forth in Exhibit "A" and described in Exhibit "D," or if the parties agree to modify or change the Agreement in any other way, consistent with applicable procurement and appropriations laws, the parties must document that in writing, and it will not be binding until approved in writing by authorized representatives of both County and Contractor. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee. In the case of conflict between this Agreement and Exhibits, this Agreement shall govern.
- 10. APPROVAL OF GOVERNING BODY.** County represents and warrants to Contractor that this Agreement has been approved by its governing body and is a binding obligation upon County. County's representative executing this Agreement has been duly authorized and empowered to enter into this Agreement.
- 11. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL.** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.
- 12. EMPLOYEES AND SUB-CONTRACTORS.** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by

Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

- 13. STANDARD OF PERFORMANCE.** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard consistent with the industry standard of care for performance of the Services.
- 14. DELIVERABLES AND USE OF DOCUMENTS.** All Project documentation developed for County in accordance with Exhibit "D", including Project Plans, shall be owned by County for use consistent with the terms of this Agreement. However, Contractor shall retain ownership of all intellectual property rights in and to the Licensed Property under this Agreement and any Deliverables Contractor provides to County in accordance with Exhibit "D." Nothing herein shall be understood as a work-for-hire provision.
- 15. E-VERIFY.** Contractor has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all Contractor employees assigned to County's Project.
- 16. RECORDS.** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to this Agreement at any reasonable time upon request.
- 17. OWNERSHIP OF COUNTY DATA.** All County data, including all content in any media or format entered into, stored in and/or susceptible to retrieval from County's computer systems, shall remain property of the County. The County's data shall not be used by the Contractor other than in connection with providing the Services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, agents, subcontractors, invitees, or assigns, or any third party, in any respect.
- 18. APPLICABLE LAW.** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern without regards to its conflict of laws provisions. Venue shall be in the state or federal courts in or serving Los Alamos County, New Mexico.
- 19. NON-DISCRIMINATION.** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.
- 20. INDEMNIFICATION.** Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all third-party liabilities, damages, claims, demands, actions (legal or equitable), and costs and

expenses, including without limitation reasonable attorneys' fees, of any kind or nature, arising from (i) personal injury or property damage caused by Contractor's employees, agents, representatives and subcontractors' negligence or willful misconduct or intentional act or omission, (ii) Contractor's violation of law, or (iii) damages that arise out of Contractor's gross misconduct or fraud.

Contractor will defend County against any third party claim(s) that the Licensed Property infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Contractor's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on County's: (a) use of a previous version of the Licensed Property and the claim would have been avoided had County installed and used the current version of the Licensed Property, after Contractor made that version available and advised County that it must install it to avoid an infringement claim; (b) combining the Licensed Property with any product or device not provided, contemplated, or approved by Contractor; (c) altering or modifying the Licensed Property in a manner that is inconsistent with this Agreement, including any modification by third parties at County's direction or otherwise permitted by County; (d) use of the Licensed Property in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Licensed Property after Contractor notifies County to discontinue use due to such a claim. If Contractor receives information concerning an infringement or misappropriation claim related to the Licensed Property, Contractor may, at Contractor's expense and without obligation to do so, either: (f) procure for you the right to continue its use; (g) modify it to make it non-infringing; or (h) replace it with a functional equivalent, in which case County will stop running the allegedly infringing Licensed Property immediately. If, as a result of an infringement or misappropriation claim, County's use of the Licensed Property is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement), Contractor will, at its option, either: (i) procure the right to continue its use; (j) modify it to make it non-infringing; (k) replace it with a functional equivalent; or (l) terminate County's license and refund all license fees paid for the infringing Licensed Property.

- 21. FORCE MAJEURE.** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
- 22. NON-ASSIGNMENT.** Neither party may assign this Agreement or any privileges or obligations herein without the prior written consent of the other party, except that Contractor may, without County's prior written consent, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Contractor's assets. Contractor shall provide County with notice within sixty (60) days of such assignment becoming public information. Contractor's Assignee shall fully comply with all of the terms and conditions of this Agreement as if Assignee was the Contractor.
- 23. LICENSES.** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement.



Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**24. PROHIBITED INTERESTS.** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the County Code.

**25. CAMPAIGN CONTRIBUTION DISCLOSURE FORM.** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

**26. CONFIDENTIALITY. Confidential Information Disclosure Statement.** The Confidential Information Disclosure Statement in Exhibit "E," attached hereto and incorporated herein by reference for all purposes, must be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**27. CLIENT LISTS.** County agrees that Contractor may identify County by name in client lists, marketing presentations, and promotional materials.

**28. MULTIPLE ORIGINALS AND SIGNATURES.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

**29. DISCLAIMER.** The warranties set forth herein are in lieu of all other warranties. To the maximum extent permitted under applicable law, all other warranties, conditions and representations, whether express, implied or verbal, statutory or otherwise, and whether arising under this Agreement or otherwise, are hereby excluded, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose.

**30. CONTRACT DOCUMENTS.** This Agreement includes the following attachments and schedules:

Exhibit A	Product and Rate Schedule
Exhibit B	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit C	Los Alamos County Technology Standards
Exhibit D	Statement of Work
Exhibit E	Confidential Information Disclosure Statement

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

BY: \_\_\_\_\_  
**HARRY BURGESS** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**TYLER TECHNOLOGIES, INC.**

BY: \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **DATE**  
**TITLE:** \_\_\_\_\_

AGR17-944 EXHIBIT A - PRODUCT AND RATE SCHEDULE				
		<b>LICENSES</b>	<i>License fees for the Licensed Property shall be invoiced as follows: (a) 10% on the Effective Date; (b) 90% on the earlier of (i) the date when Contractor installs the Licensed Property on-site (the "Installation Date") or (ii) forty-five (45) days after the Effective Date.</i>	
<b>Control Point &amp; Payment ID</b>	<b>Description</b>	<b>License</b>	<b>10% Upon Effective Date</b>	<b>90% Upon Earlier of: i. Installation Date or ii. 45 days after Effective Date</b>
	<b>Excutime:</b>			
a.1	Advanced Scheduling License - up to 500 ee (H-351-500)	\$25,960	\$2,596	\$23,364
a.2	Advanced Mobile License (All-ASM-LIC)	\$3,180	\$318	\$2,862
a.3	Time & Attendance License - Up to 800ee (D-501-750)	\$26,500	\$2,650	\$23,850
a.4	Time & Attendance Mobile License (All-TAM-LIC)	\$4,060	\$406	\$3,654
	<b>Sub-Total:</b>			<b>\$59,700</b>
	<b>IMPLEMENTATION SERVICES*</b>			
<b>Control Point &amp; Payment</b>	<b>Description</b>	<b>Imp. Services Rate</b>		
	Los Alamos County Acceptance of Go-live Project Plan/Schedule			
	1. Kick-off complete			
	2. Initial Project Plan for the concurrent go-live of all phases accepted and posted to project SharePoint site.			
b.1	3. Detailed project plan and work breakdown structure (WBS) reviewed and accepted.	\$8,415		
	4. User Manuals Provided			
	5. System Installation Acceptance			
	6. System Admin Training Acceptance			
	Authorization to Proceed to Static Environment Test (SET)			
	1. As-is/to-be analysis complete			



b.2	2. System design Document completed with initial to-be decisions 3. Static Environment Test plan accepted 4. Data Interface Plan accepted	\$4,208		
b.3	Authorization to Proceed to Implementation 1. Static Environment Test complete 2. System Design Document updated with to-be decisions	\$12,623		
b.4	Authorization to Proceed to Live Preparation 1. Core user training accepted 2. System configuration complete 3. Interfaces tested and accepted 4. Sign-off on User Acceptance Testing (includes end to end system testing, s 5. End User Training complete for all applicable processes 6. Go-live planning complete 7. Pre-live check list accepted 8. Post Go-Live Support Plan accepted	\$8,415		
b.5	Sign-off to begin Live Processing 1. Go-live checklist complete 2. Sign-off and acceptance of conversion process and data 3. Authorization to begin live processing	\$8,415		NTE 23,100
	<b>Sub-Total</b>			<b>\$42,075</b>
<b>* Amounts in the table above are fixed amounts that shall be invoiced after County acceptance of each applicable Control Point</b>				
<b>OPTIONAL COUNTY REQUESTED ADDITIONAL PROFESSIONAL SERVICES</b>				
		County may request these Additional Implementation Service Days as needed for end user training. Upon County approval, these Services shall be invoiced as incurred.		
Control Point & Payment ID	Description	Quantity	Unit Price *	Extended Price
c. 1	Implementation Service Days (no travel included)	6	\$1,275	\$7,650
	<b>Sub-Total:</b>			<b>\$7,650</b>



		<i>County shall pay the maintenance and support fees annually in advance, beginning on the one (1) year anniversary of the Available Download Date (for the purpose of this Agreement, the Available Download Date is the date on which Tyler makes the ExecuTime software available for download) and thereafter on each subsequent anniversary, unless terminated in writing by County at least thirty (30) days in advance of the end of the then-current term</i>			
	MAINTENANCE AND SUPPORT				
Control Point & Payment ID	Description	Quantity	Annual Fee	Extended Price	
d. 1	Annual Maintenance and Support - Year 1	1	\$ -	\$0	
d. 2	Annual Maintenance and Support - Year 2	1	\$ 9,036	\$9,036	
d. 3	Annual Maintenance and Support - Year 3	1	\$ 16,604	\$16,604	
d. 4	Annual Maintenance and Support - Year 4	1	\$ 17,434	\$17,434	
d. 5	Annual Maintenance and Support - Year 5	1	\$ 18,306	\$18,306	
d. 6	Annual Maintenance and Support - Year 6	1	\$ 19,221	\$19,221	
	Sub-Total:			\$80,601	

TRAVEL EXPENSES		Travel expenses will be invoiced to County monthly.		
Control Point & Payment ID	Description	Quantity	Unit Price *	Extended Price
e.1	Travel Expenses	1	\$ 23,100	\$23,100
	Description	Quantity	Daily Rate	Extended Price
	Sub-Total Not To Exceed:			\$213,126

	<b>TOTAL CONTRACT AMOUNT</b>		<b>\$213,126</b>



## **Exhibit B**

### **Maintenance and Support Agreement**

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

1. Term. Contractor provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Contractor will adjust the term to match County first use of the Contractor Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Maintenance and support fees and County payment obligations for the Contractor Software are listed in Exhibit A. Contractor reserves the right to suspend maintenance and support services if The County fails to pay undisputed maintenance and support fees within thirty (30) days of our written notice. The Contractor will reinstate maintenance and support services only if County pays all past due maintenance and support fees, including all fees for the periods during which services were suspended which does not include maintenance and support fees for Year One (1) as they are waived.
3. Maintenance and Support Services. As long as the County is not using the Help Desk as a substitute for our training services on the Contractor Software, and County timely pays the maintenance and support fees, Contractor will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Contractor Software (limited to the then-current version and the immediately prior version); provided, however, that if the County modifies the Contractor Software without our consent, our obligation to provide maintenance and support services on and warrant the Contractor Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Contractor Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide County with a copy of all major and minor releases to the Contractor Software (including updates and enhancements) that the Contractor makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Contractor Software in accordance with our then-current release life cycle policy.



4. County Responsibilities. Contractor will use all reasonable efforts to perform any maintenance and support services remotely. Currently, Contractor uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the County agrees to maintain a high-speed internet connection capable of connecting Contractor to County PCs and server(s). County agrees to provide Contractor with a login account and local administrative privileges as Contractor may reasonably require to perform remote services. Contractor will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Contractor cannot resolve a support issue remotely, Contractor may be required to provide onsite services. In such event, Contractor will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, County agrees to provide Contractor with full and free access to the Contractor Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Contractor to provide the maintenance and support services, all at no charge to Contractor. Contractor strongly recommends that the County also maintains a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If the County is a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of the County peripheral systems or other software is the cause of the issue, we will notify the County so that County may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for Contractor to provide the highest level of software support, the County bears the following responsibility related to hardware and software:

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





## Exhibit B Schedule 1

### Support Channels

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

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

### Support Resources

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

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

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). County 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. County 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 County's needs and deadlines. The County 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 Contractor software has been deployed on customer infrastructure or the Contractor cloud. The goal is to help guide the County 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 County's remote location; or (c) systemic loss of multiple essential system functions.	Contractor shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Contractor 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 County 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.	Contractor shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Contractor 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 County in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Contractor shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Contractor 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 County 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.	Contractor shall provide an initial response to Priority Level 4 incidents within two (2) business days. Contractor 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 County issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

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

On occasion, the priority or immediacy of a software support incident may change after initiation. Contractor encourages clients to communicate the level of urgency or priority of software support issues so that Contractor 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 County's database, process or setup to diagnose a problem or to assist with a question. Contractor will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the County's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Contractor uses is available upon request.



## AGR17-944 EXHIBIT C

### Los Alamos County Technology Standards

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller hence forth called Operator, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Two agreed upon additions to the Standards for this contract (AGR17-944) are:

- 1) Executime uses Java and Apache Tomcat on the server – Los Alamos County has reviewed and agreed to this technology use.
- 2) Tyler will utilize GoToAssist as the primary support mechanism with Bomgar in use for a TSM contract for server administration. The County's VPN solution for these items will not be used.

Server Operating system (OS)	Microsoft (MS) Windows Server 2012 R2 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level.
Server Hardware	<p><b>Preferred:</b> Use of County VMware server platform. Environment design must be submitted and reviewed by Information Technology Division (ITD) for acceptance. Proposals shall include required hardware and licensing of VMware, operating system and proposed application based requirements.</p> <p>Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County ITD) with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft and Oracle at the latest stable, patch level.</p>
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).
Network seed and Protocol	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability.
Remote Network Access	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy.
LAC Staff Accounts	Software <b>shall function for end users with standard user privileges</b> ; user cannot install software and shall not have administrative rights.
Desk Hardware	<p><b>Preferred:</b> Use of virtual desktop infrastructure (VDI) dual screen capable.</p> <p>Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.</p>



Desktop OS	Microsoft Windows 7 Enterprise Edition at current Service Pack (SP), Operator software must be maintained to run on a supported OS platform service level as defined by Microsoft at the latest stable patch level. Microsoft Windows 10 may be used if integration with all County enterprise software is not required and must have a written exemption from the CIO or ITD Liaison.
Internet Browser	Internal County Network: Internet Explorer 10X or Chrome compatible will be considered on a business case basis. New Applications requiring Microsoft Silverlight are not supported. ITD shall be consulted for compatibility issues prior to considering new application purchases requiring Java. Public Application/Web Access: Applications that will be accessed by devices external to the County network shall meet the Internal County Network criteria and as well as be compatible with current versions of Internet Explorer, Safari, Chrome and Firefox browsers as well as mobile devices (inclusive of smart phones, iPad, and other Internet enabled devices).
Database Software Products	Supported database software is Microsoft (MS) SQL server version 2012 or current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware and maintenance in support of proposed project. MS SQL server software for new implementations shall be at the most current vendor certified release level. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft. Hosted solutions shall be compliant or provide a method to provide the County with database exports in the MS SQL format.
Collaboration and Web Publishing	Microsoft SharePoint Server (SP) 2013 is the basis for the County's Intranet and SP 2007 for Internet sites. Any products that will integrate or utilize the County's Internet site shall require a compatibility consultation with ITD before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and or the Internet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP 2013.
Productivity Software	Microsoft O365 Office 2013, or most recent, at current service pack. Operator software must be maintained to run on supported platform service levels as defined by Microsoft.
Email	Microsoft O365 with hub transport for relay. If SMTP relay access from vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. Software relay can be provided to on premise solutions only. The vendor specific solution must be supported and maintained to relay through the County Email system by the vendor and in accordance with service levels as defined by Microsoft for the O365 product.
Geographic Information Standards (GIS)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcReader. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. If an ArcGIS Server API is utilized, it must be JavaScript (Adobe Flex or Silverlight are not supported).
Mobile Devices	Shall conform to Los Alamos County Mobile Policy. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.

Security	Intranet devices must be capable of two factor authentication using the Los Alamos County Access Control System. Any requirements for access ports from the Internet into the County Network shall be approved via a technical review by the ITD before product(s) purchase and implementation. McAfee Virus Scan and Antispyware Enterprise software are use on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.
Records	Shall conform to Los Alamos County Records and Information Governance Policy.
E-Signature	Shall conform to Los Alamos County E-signature Policy.
Cloud Based Services	<p>Los Alamos County is interested in taking advantage of opportunities available through Cloud Service providers (CSP). Operators proposing Cloud based solutions shall provide information on the following areas of concern:</p> <ul style="list-style-type: none"> <li>• CSP shall describe the classification of the proposed Cloud solution. Is the solution SAAS, PAAS, IAAS or a combination of the classification types. If SAAS is the solution is the service located within the CSP infrastructure or is the solution a partnership of several CSPs including infrastructure partners.</li> <li>• CSP processes involving: <ul style="list-style-type: none"> <li>○ <b>Physical infrastructure:</b> including locations, internet connectivity and disaster recovery methodologies. CSP data centers shall be located within the United States.</li> <li>○ <b>Hybrid Connectivity:</b> Solutions requiring cloud system interface with the county network or peripherals located within the County network, require testing prior to solution engagement or formalization of service agreements.</li> <li>○ <b>Data:</b> Ownership of County data held in the CSP solution shall inure with the County of Los Alamos. CSP shall provide assurance on data ownership. CPS shall describe any other potential use of County data housed within the cloud infrastructure, application or service. CSP shall provide methods for protecting the integrity and security of data (ex. Use of data encryption over internet connections). CSP will describe how the solution meets statutory requirements for data (ex, PII, HIPA, Gram-Leach-Bliley act, FIPS 199...). Provide all relevant information including legal boundaries not set forth in contractual agreements if any. Methodology or process for meeting County Records Retention policies. Mitigation strategy for security breaches involving County data.</li> <li>○ <b>Customer\User Security:</b> Describe CSP methodology for implementing administrative and end-user security and access. What is the CSP methodology for mitigating security breaches with respect to access and user credentials? What is the CSP's methodology or process governing e-discovery request from entities other than the County?</li> </ul> </li> <li>• CSP shall provide strategies or process for withdrawing or exiting the cloud based solution. Information shall discuss: <ul style="list-style-type: none"> <li>○ CSP shall providing the County with data in a usable form. Database exports in Microsoft SQL are required, any other format and data type shall require presentation of method, discussion with the County's stake holders and written acceptance by the Chief Information Officer or designee.</li> <li>○ Any expected transition cost expected in transition from CSP vendor to on premise or other CSP shall be contracted prior to entering into the service agreement.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"><li>• CSP using a database as part of their solution shall be responsible for providing the County with a database export (see database requirement) a minimum of 1 time per year. The County may at additional expense request multiple Database exports. Costs and request requirements for multiple exports shall be part of CSP proposal for service.</li></ul>
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# Tyler Technologies – Los Alamos County, NM

## Statement of Work



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# Section A: Executive Summary

## Project Overview

The purpose of this contract is for Tyler to implement, in seamless coordination and conjunction with Munis ERP Implementation Project, integrated Time & Attendance and Scheduling solutions throughout the County. The Project will result in the Implementation of an integrated Workforce Management system that will integrate Tyler Technologies Munis Payroll application with Executime time and attendance and advanced scheduling components.

Within the overall goal as stated above, the following objectives have been identified:

1. Implement an integrated Workforce Management application that will solve current business needs and provide a solution to address areas of future growth and change
2. Utilize industry best practices to attain business process efficiencies with the Workforce Management system
3. Train County staff on Workforce Management system

## Project Criteria for Success

Successful Implementation will require the Parties to contribute to the Project's success as provided herein:

1. Tyler shall provide well defined Project Plan to County for approval which shall include clearly identified roles and responsibilities, deliverables and milestones
2. Experienced, competent, and knowledgeable staff dedicated resources assigned to the Project by the County and Tyler staffing resources to successfully deliver all requirements described in this Statement of Work
3. Tyler shall provide successful installation of software and application instances for testing, training, production and Implementation
4. Tyler shall provide complete knowledge transfer of the system to the County's core PProject team
5. Tyler shall provide experienced, competent and knowledgeable Implementation consultants to assist with County business process analysis and application configuration
6. ImplementationTyler shall ensure successful timely achievement of all control points and acceptance by the County
7. Timely resolution of contract, technical and application issues
8. Tyler shall provide post go-live support to ensure County's smooth transitioning to live processing
9. Tyler shall ensure full integration of the Executime timekeeping and advanced scheduling functionality into the MUNIS Implementation with go Live date of July 1, 2018
10. Tyler shall ensure full production, integrated use of the mobile functionality available with Executime timekeeping and advanced scheduling capabilities



11. The PProject is conducted in an open, communicative, and cooperative manner
12. Establish clear, unbiased decision making criteria and communicate the decision making process
13. Ensure that the unique needs of the County are defined and communicated with Tyler.
14. The County shall obtain buy-in from key County stakeholders early in the process
15. The County shall consider end-user input in the decision-making process to ensure long term acceptance of changes to business process and systems

## **Project Scope**

The PProject Scope is comprised of the following modules, reports, workflows, and deliverables defined in this section plus any related professional services described throughout this SOW. If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks or are otherwise required for proper performance of the services or tasks they shall also be included within the Scope.

## **Module Scope**

**The scope of modules included in this Project includes the following Munis and Executime software products that will be jointly analyzed as it relates to time and attendance design/business process review. Tyler shall ensure that all work will coordinate seamlessly with Phase two (Human Resource/Payroll) of Munis ERP Implementation Project currently underway at the County by Tyler.**

Functional Areas	Modules	Start Date	Go-Live Date
<b>Core Human Resources / Payroll</b>	<ul style="list-style-type: none"> <li>• ExecuTime Time &amp; Attendance</li> <li>• Executime Advanced Scheduling</li> <li>• Executime Time &amp; Attendance Mobile</li> <li>• Executime Advanced Scheduling Mobile</li> <li>• Munis Payroll w/Employee Self Service</li> <li>• Munis HR Management Integration</li> </ul>	as defined in the Project Plan	July 1, 2018

## **Data Conversion Scope**

The Implementation of ExecuTime assumes there will be no data conversion of history from prior timekeeping records.

## Import and Export Scope

The standard file layouts and methods will be used for each interface. For each standard interface, Tyler requires an active maintenance and support agreement with the MUNIS/ExecuTime system and for the County to be on a version actively supported by the manufacturer/developer of the product installed. Tyler shall provide detailed documentation of the standard file layouts and methods for each interface.

Standard Imports from Munis to ExecuTime:

1. Employee Import/Sync
2. Leave Accrual Balance Import/Sync
3. Job Costing Import/Sync

Standard Exports from ExecuTime to Munis:

1. Pay period end time card detail

Stated interfaces will be configured, tested and deployed by Tyler technical staff. Integration is currently initiated at a scheduled interval but can be launched at will by a system administrator.

## Workflows

Tyler consultants will work with County resources to help identify, configure, and train on the workflow processes included in the System Design Document.

## Deliverables

Tyler shall provide the Deliverables identified throughout this Statement of Work. Deliverables will be submitted as a work product for County review and shall follow the Deliverable acceptance procedures defined in "Deliverable / Control Point Acceptance" section.

Documentation Deliverables: All Project documents required to be provided to County by Tyler housed in the Project sharepoint site, including but not limited to the deliverables listed below, shall be delivered to the County Project Manager ("County PM") upon Project/phase closure in a readable format on electronic media or transmitted as electronic files via e-mail or ftp.

Deliverable	Deliverable Number
Updated Integrated (Munis/Executime) Project Plan	1



Deliverable	Deliverable Number
<b>Executime User Manuals</b>	<b>2</b>
Data Interface Plan	3
System Design Document	4
SET Test Plan	5
Pre-Live Checklist	6
Post Go-live Support Plan	7

Miscellaneous Project Documentation and Tools Deliverables to be delivered to County by Tyler:

Function	Key Deliverable
Project Management	Kick-off Presentation
	Monthly Status Reports
	Agendas for On-Site Meetings
	Meeting Minutes from Bi-Weekly Status Meetings
	Site Reports for each On-Site Visit
	Issues Log Template
	Change Management Tools
Structural Foundation	System Admin Training Materials/Documentation
Knowledge Transfer	As-Is Process Questionnaire
	Security Matrix Template
	Workflow Matrix Template
	Detailed Documentation of Standard Interface File Layouts
Static Environment Test (SET)	SET Test Results Document
Implementation	Documentation on Reporting Views
	End User Training Material Templates
	End User Training Agenda Templates
Project/Phase Closure	Delivery of all Project Documents

Services: Tyler shall provide the following services during each Project phase. County shall review and follow the acceptance procedures defined in "Control Point Acceptance" section to provide the acceptance.

Project Initiation and Project Planning	Project Management Services
	Project Planning Services
	On-site Kick-off Meeting
Structural Foundation	Structural Foundation Consulting Services
	Software Installation Services
	System Administration Training
Knowledge Transfer & Analysis for each module	As-Is Process Analysis
	Executime Module Configuration Identification
	Processing, Configuration and Data Flow Demonstration
	Security Analysis



	Demonstration/Training of Security Configuration Options
	Workflow Analysis Demonstration/Training of Workflow Configuration Options
	Interface Analysis Demonstration/Training of Standard Import and Export Functionality
	Business Process Analysis Executime Configuration Demonstration Best Practice Recommendations Review Table and Set Up Options Process/Data Flow Change Review
	To-Be Process Analysis System Design Analysis Configuration Recommendations Demonstration/Training of Configuration Options
Static Environment Test (SET) by Module	Conduct Static Environment Test (SET)/Re-Test and document results
Implementation	Implementation Training
	Project Team/SME Training on Executime Processing
	Training on Reporting Options and Report Writing Tool (SSDT-BI)
	Reporting Analysis
Live Preparation	Pre-Live Planning and Readiness Evaluation Services
Live Processing	Go-Live Support Services
Post Live Process	Post Go-Live Review
	Post Go-Live Troubleshooting
	Post Go-Live Support for First Time Processes
	Post Go-Live Training on Reconciliation Processes
Project/Phase Closure	Conduct Formal Project Close-Out Meeting

## Section B: Project Governance

### County Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the Project. The joint team of County and Tyler will ultimately be responsible for designing, developing and delivering the final products of this Project. Individuals will be assigned to the roles during Project Planning.

### County Decision Making

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project schedule as each analysis and Implementation session builds on the decisions made in prior sessions. The following table identifies the type of decisions and Project team members with decision authority:

Type of Decision	Los Alamos County Decision Making Responsibility
Changes to SOW affecting Project budget and/or timing and/or Project goals	Executive Steering Committee subject to County approval processes
County Process Decisions	Executive Steering Committee
Changes to SOW not affecting Project budget and/or timing and/or Project goals within the Agreement	County Project Manager
Acceptance of Control Points / Deliverables	County Project Manager
Configuration Decisions	County Project Team

### Executive Project Sponsors

The County Executive Project Sponsors provide support to the Project by allocating resources, providing strategic direction, communicating key issues about the Project and the Project's overall importance to the organization; and when called upon acting as the final authorities on all Project decisions. The Project sponsors will be involved in the Project as needed to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The Project sponsors will empower the steering committee and Project team to make critical business decisions for County.

Resource	Title
Steven Lynne	Deputy County Manager

### Executive Steering Committee:



The Executive Steering Committee will understand and support the cultural change necessary for the Project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Steering Committee oversees the Project team and the Project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all Project progress, Project decisions, and achievement of Project milestones. The Executive Steering Committee will also provide support to the Project team by communicating the importance of the Project to each member's department along with other department managers in County. The Executive Steering Committee is responsible for ensuring that the Project has appropriate resources, providing strategic direction to the Project team, and is responsible for making timely decisions on critical Project or policy issues. The Executive Steering Committee also serves as primary level of issue resolution for the Project.

Resource	Title
Steven Lynne	Deputy County Manager/ Project Sponsor
John Roig	CIO
Denise Cassel	HR Director
Robert Westervelt	Deputy Utilities Manager
Paul Andrus	Community Development Director
Annalisa Miranda	Procurement Officer
Philo Shelton	Public Works Director
Jason Herrera	Police
Joaquin Valdez	Assessor
Heather Garcia	Fire Department
Pippa Freyer	ERP Business Manager
Helen Perraglio	CFO
Brian Brogan	Community Services Director

## Project Manager

County's Project Manager will coordinate Project team members and Project resources, subject matter experts, and the overall Implementation schedule and serve as the primary point of contact with Tyler. The Project Manager will be responsible for reporting to the Executive Steering Committee and will be responsible for the following:.

1. Works with the Tyler Project Manager to ensure tasks are completed and decisions are made in a timely fashion.
2. Is able to escalate unresolved issues or disputes in a timely manner.
3. Assists the Tyler Project Manager in defining the Implementation Management Plan and Project Plan/Schedule in order to effectively manage the scope of the Project and all changes that occur throughout the life of the Project.
4. Ability to obtain proper authorization of Change Requests that may impact the Project.

Resource	Title
Kathy Martinez	ERP Project Manager



## Project Team

The assigned Project Team will have detailed subject matter expertise and be empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team will be responsible for and empowered to implement the new system in the best interests of County consistent with the Project goals, Project vision, and direction from the Project Manager and Executive Steering Committee. Project Team Leads are identified below.

County's Project team is responsible for maintaining regular and effective Project communications between Project stakeholders and supporting overall change efforts in County.

Resource	Function
Thomas Vigil	Payroll Functional Lead
Pippa Freyer	ERP Business Manager
Valerie Park	HR Functional Lead
TBD	Public Works member
TBD	Fire member
TBD	Police member
TBD	Community Services member
TBD	Utilities member

## Subject Matter Experts (SMEs)

Subject Matter Experts (SME's) will play an important role in the Project to provide necessary expertise not found on the Project team and to support Project team activities. However, subject matter experts will have a primary responsibility to their "home" department and not be available for significant periods of time on the Project.

SMEs will be County's primary interface to all other users of the system throughout County (the End Users). County's End Users will ultimately be the users of the system in all areas through County. SME proactive adoption of the system is vital to County realizing success in this Project. SMEs will be consulted throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

Resource	Title
tbd	

## Technical Team

County's Technical Team will be primarily responsible to ensure the network and infrastructure meets requirements provided by Tyler.

During Implementation, the Technical Team will be responsible to attend installation and system administration, security, and workflow training. The Technical Team will be trained by Tyler staff in loading releases and code, database refreshes, adding new users and printers, database and system maintenance. The Technical Team will also be responsible to create any necessary conversion data files from legacy systems and interface files from County's third party systems. It is expected that the Technical team will be responsible for system administration post go-live and Tyler staff will provide assistance as long as Tyler System Management Services are in effect.

Resource	Title
Gayathri Sriram	ERP Technical Lead
Jeanette Aldaz	ERP Technical

### Upgrade Coordinator

The County Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Tyler's application during the Project (if required). Additionally, this role is responsible for managing the upgrade process post go-live.

1. Become familiar with the upgrade process and required steps
2. Become familiar with Tyler's Release Life-cycle policy
3. Utilize Tyler Community to stay abreast of the latest Tyler Release Life Cycle updates as well as the latest helpful tools to manage your upgrade process
4. Assist with the upgrade process, if required, during Implementation
5. Manage upgrade activities post-Implementation
6. Manage upgrade plan activities
7. Coordinate upgrade plan activities with Tyler and County resources
8. Communicate changes that will affect users and department stakeholders
9. Obtain department stakeholder sign-offs to upgrade Live/Production environment
10. Create and publish your site's multi-year, forward Projection upgrade plan

Resource	Title
Gayathri Sriram	ERP Technical Lead
Jeanette Aldaz	ERP Technical
Pippa Freyer	ERP Business Manager

### Tyler Roles and Responsibilities

Tyler plans to leverage the strengths, skills and knowledge of its blended team members. In the tables that follow, a description of the various roles associated with the overall Project



team is provided. All Key Personnel listed assume that a mutually executed contract is in place prior to the Project kick off date.

### **Tyler Executive Oversight**

The Tyler Vice President of Implementation 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 is able to work with other Tyler department managers in order to escalate and facilitate Implementation Project tasks and decisions. The Tyler Project Manager or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede Project performance.

Resource	Title	Key Personnel
Chris Webster	Vice President - Implementation	No

### **Tyler Director of Professional Services**

This team member has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Managers ("Tyler PM") may consult the Director of Professional Services with issues and decisions regarding the Project. The Tyler Director of Professional Services is responsible for:

1. Assignment of consultants and ensuring that availability, or lack of availability for consultants assigned to the County Project does not negatively impact the County timeline.
2. Assisting the Tyler Project PM with resolution of issues Monitoring progress of the Implementation and ensuring the Project is on target to meet the desired objectives
3. Monitoring overall quality of the Project including quality of consulting deliverables

Resource	Title	Key Personnel
Kathy Thomas	Director of Professional Services	No

### **Tyler Project Manager**

Tyler will assign a Project Manager to create the initial Project Plan for the concurrent Go-Live of all phases. Tyler's Project Manager for this Project shall be the same Project Manager that is currently leading the implementation and Go-Live phase for AGR16-701. The initial Project Plan will identify the timeline for each milestone step described in Section E. Implementation. Detailed work breakdown structure (WBS) will also be created for each phase by the assigned Project Manager prior to the commencement of each phase. Tyler PM will be responsible for the following in each phase.

1. Serve as primary point of contact for County
2. Develop the Implementation Management Plans and Project Plan in conjunction with the County Project Manager.
3. Develop the Schedule for Project in conjunction with the County Project PM
4. Monitor and manage Project issues log



5. Coordinate all Tyler resources across all modules, and activities including development, conversions, forms, installation, reporting, Implementation, and billing.
6. Monitor and manage overall Project risks
7. Communicate regularly with the County ProjectPM
8. Track completion of Project tasks
9. Escalate outstanding issues for approval within Tyler or coordinate change request process.
10. Monitor Project quality
11. Identify and communicate any County risks that may negatively impact the Project.
12. Coordinate with County PM to obtain County sign-off for specifications, acceptance and authorization to proceed control points etc.
13. Coordinate with County PM to develop agendas for on-site meetings

Resource	Title	Key Personnel
Dave Foran	Project Manager	Yes

### Tyler Implementation Consultants

Tyler's Implementation Consultants will bring to the Project Tyler Executime knowledge as well as industry knowledge of public sector practices and processes that will enable each consultant to advise County on the most appropriate way of configuring Executime modules and overall achievement of the County Project scope and goals. The primary resources that will work directly with County will be Tyler's ProjectPM and Implementation Consultants. Tyler's Implementation Consultants will work on-site with the County for 100% of the Implementation days outlined in the Agreement.

Implementation Consultants will be responsible for the following:

1. Train County's Core Project Team on features and functionality, configuration, security, operation, and workflow of Executime modules, including providing business examples of how different configuration options are used
2. Analyze County's business processes and make appropriate configuration, workflow, and process change options
3. Identify any functionality gaps, or recommended processing steps
4. Escalate issues to Tyler ProjectPM
5. Assist with configuration or any other Implementation tasks as assigned by Tyler and County PMs
6. Prepare and submit site reports documenting recommendations, identifying any gaps or issues logged and/or escalated, defining workflows required and homework assignments
7. Deliver System Administration Training
8. Deliver Knowledge Transfer Analysis
9. Conduct Static Environment Testing
10. Perform System Design and Auxiliary Table Analysis
11. Assist in Testing and Parallel Processes
12. Train the trainer Training
13. Pre-live services

14. Go-live support
15. Post-live reconciliation and training

Resource	Title	Key Personnel
tbd		

### **Tyler Support Account Manager**

Tyler Support Account Managers are offsite resources responsible for the following the first year after each phase go-live:

1. Participate in transition call from Implementation to support including an official hand off from implementation team to support after go live. The Support Account Manager will lead this initiative to ensure a smooth transition into production. A review of any open tickets related to Executime modules will be done at this time.
2. Planning and preparing for key first year processes in the Payroll and Scheduling areas after go-live.
3. Assisting with County plan release upgrades

### **Tyler Technical Support Specialist**

Tyler Support Specialists are offsite resources responsible for:

1. Participate in transition call from Implementation to support including an official hand off from implementation team to support after go live.
2. Managing incoming customer issues via phone, email and online customer incident portal
3. Documenting and prioritizing issues in Tyler's Customer Relationship Management (CRM) system
4. Providing issue analysis and general product guidance
5. Tracking issues and tickets to timely and effective resolution
6. Identifying options for resolving the reported issue
7. Reporting and escalating defects to Tyler Development
8. Communicating with customers on the status and resolution of reported issues



## Section C: Project Management

This section outlines key Project management tasks that are to occur throughout the Project.

### Project Plan Development and Management

Tyler ProjectPM will update the Project Plan/schedule for the concurrent go-live of all modules in conjunction with Munis ERP Payroll/HR Implementation within (thirty) 30 calendar days from the Project kick off with the assistance from the County. The initial Project Plan will identify the timeline for each milestone step described in Section E. Implementation. Once the Project Plan is approved by County, Tyler's ProjectPM will edit and update as necessary as part of regularly scheduled Project management meetings with County's ProjectPM(s).

All Project tasks will be assigned owners and due dates which correspond with the overall Project schedule. Project Tasks that are not completed by the due date may adversely affect the Project schedule and live dates.

	County Role	Tyler Role
Steering Committee/Director of Professional Services	Review Project Plan	Review Project Plan for compliance with SOW
Project Manager	Work with Tyler ProjectPM to develop Project Plan and Implementation management plans	Develop and deliver Project Plan and Implementation management plans with assistance from the County.
Project Team / Implementation Consultant	Review Project Plan	Review and become familiar with full Project Plan
Subject Matter Expert / Other	Identify applicable meetings/deadlines on Project Plan and plan accordingly	Identify applicable meetings/deadlines on Project Plan and plan accordingly

### Requirements/Notes

The Project Plan will contain:

1. Project's activities and tasks
2. Dates of PProject activities and tasks
3. Specific resources assigned to PProject tasks
4. Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages
5. Milestones and Deliverables
6. County Review Periods for Milestones and Deliverables
7. Project Acceptance of Implementation Control Points

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the



Project schedule as each analysis and Implementation session builds on the decisions made in prior sessions.

The PProject Plan will be consistent with the SOW.

All homework and other activities required of either the County Project Team or Tyler consultants will be included on the Project Plan.

## Project Status Reports

Tyler ProjectPM will prepare and deliver Project status reports with input from County ProjectPM every month throughout the Project. Project reports are intended for the County Executive Sponsor, County Steering Committee, Tyler Executive Oversight, and Tyler Regional Manager and provide the following key elements:

1. Project Status
2. Summary of accomplishments
3. Status of key milestones and deliverables
4. Upcoming tasks and schedule
5. Assist with Identification Issues/Risks (including issues/risk that may impact Project goals)
6. Planned risk mitigation strategy
7. Summary of change requests.

Tyler ProjectPM will also review Project progress and status with the Project leads and team members for both Tyler and County on a bi-weekly basis, or more often if deemed necessary by either the Tyler ProjectPM or County ProjectPM. If issues are not resolved or status is not meeting the project schedule and contract requirement the Tyler Project PM and the County Project PM will take appropriate action to ensure successful milestone deliverables are met.

	County Role	Tyler Role
Steering Committee/Director of Professional Services	1. Review status reports	1. Review status reports
Project Manager	1. Provide any necessary updates for status reports 2. Participate in bi-weekly status meetings 3. Review status reports	1. Develop and deliver status reports 2. Post status report to Project SharePoint 3. Conduct bi-weekly status meeting
Project Team / Implementation Consultant	1. Review status reports 2. Participate in bi-weekly status meeting if necessary	1. Participate in bi-weekly status meeting if necessary
Subject Matter Expert / Other	1. Participate in bi-weekly status meeting if necessary	

## Requirements/Notes

The format for the status reports will be mutually agreed as part of the Project Planning phase of the Project.

County will cooperate and provide information for inclusion on the status report.

The Status report will be delivered to County at least two (2) business days prior to any scheduled Executive Sponsor, Steering Committee, or Project Manager meeting at which the status report is being discussed.

## SharePoint

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the Project. The SharePoint site will contain the Project Plan, all Tyler Project documents, any County PProject documents, all deliverables, sign offs, change requests or other documents that will be shared with the Project team. Tyler shall provide administrative access to all County specific Project files and folder locations at County discretion.

	County Role	Tyler Role
Steering Committee	1. Review SharePoint site as necessary	1. Review SharePoint site as necessary
Project Manager	1. Manages County information on SharePoint Site	1. Manage overall SharePoint site include set up of SharePoint folders 2. Provide training on Tyler SharePoint site as needed to LAC Project team. 3. Provide administrative access to all LAC specific files and folder locations at County discretion
Project Team / Implementation Consultant	1. Utilize SharePoint site for Project documents (both posting and downloading)	1. Utilize SharePoint site for Project documents (both posting and downloading)
Subject Matter Expert / Other	1. Review SharePoint as necessary	1. Post trip reports and other documents as necessary.

## Requirements/Notes

The County and Tyler will mutually agree upon SharePoint use for the Project.

Tyler performs a daily routine backup for all County SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for Implementation Services. Tyler does not provide SharePoint consulting services to restore provided backup files in County-hosted environment.

## Agendas

Tyler's ProjectPM will provide agendas at least 2 weeks prior to any on-site meeting.

Agendas will include:

1. Session Title



2. Required Attendees
3. Prerequisites (eLearning and documents)
4. Session Topics
5. Requirements (classroom)
6. Known homework tasks to be assigned

	County Role	Tyler Role
Project Manager	<ol style="list-style-type: none"> <li>1. Review Agenda</li> <li>2. Distribute to Meeting Participants</li> </ol>	<ol style="list-style-type: none"> <li>1. Develop agendas</li> <li>2. Post agendas to SharePoint</li> </ol>
Project Team / Implementation Consultant	<ol style="list-style-type: none"> <li>1. Review Agendas prior to meeting</li> </ol>	<ol style="list-style-type: none"> <li>1. Review agendas prior to meeting</li> </ol>
Subject Matter Expert / Other	<ol style="list-style-type: none"> <li>1. Review agendas prior to meeting</li> </ol>	<ol style="list-style-type: none"> <li>1. Review agendas prior to meeting</li> </ol>

### Requirements/Notes

1. Upon submission of the agenda, County shall review and provide comments or questions on the agenda within five (5) business days. Tyler shall make any required revisions promptly to allow for appropriate meeting preparation.
2. All meeting participants will review meeting agendas prior to the meeting.

### Site Reports

Each Tyler resource that is on-site for Project activities with County will provide a site-report and post to the Tyler SharePoint site. All site reports will contain meeting notes, issues, and documentation of any decisions during the visit. Site reports will be completed by Tyler within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding it to the Issues Log.

	County Role	Tyler Role
Project Manager	Review site reports	Review site reports
Project Team / Implementation Consultant	Review site reports	Complete site reports
Subject Matter Expert / Other		Complete site reports

### Requirements/Notes

1. Any issues identified on the site report will also be identified on the Project Issues Log
2. All site reports will be completed no later than one week after completion of a site visit.
3. All site reports will be reviewed and edited for quality by the Tyler ProjectPM prior to posting to SharePoint for County review.
4. The Tyler ProjectPM will be responsible for ensuring that site reports are complete and accurate.



5. Completion of site reports will be part of acceptance criteria for each phase.

## Issues Log and Issue Tracking

Tyler will maintain a list of issues (both open and closed) that have been identified for the Project on the SharePoint site. Any Project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Upon identification of Project issues, risks, and key Project decisions both Tyler and County team members are responsible for adding the issue to the Issues Log. For each identified issue, the following information will be captured:

1. Issue Number
2. Reported by/date
3. Status (i.e. new, open, closed, pending)
4. Module/Business Process
5. Priority
6. Issue
7. Comments
8. Findings
9. Recommendations
10. Resolution Assignment
11. Date Tested
12. Date Closed

County and Tyler ProjectPMs will review the Issues Log during Project status meetings, or in individual meetings as needed. County and Tyler ProjectPMs will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the Project, County and Tyler ProjectPMs will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the Tyler Implementation Team or the Tyler Implementation team will coordinate as necessary with Tyler's internal resources.

	County Role	Tyler Role
Steering Committee / Director of Professional Services	1. Serve as point of escalation of issues	1. Serve as point of escalation of issues
Project Manager	1. Document and review issues	1. Document and review issues
Project Team / Implementation Consultant	1. Document issues	1. Document issues
Subject Matter Expert / Other	1. Report issues to Project Manager or Project Team Lead	1. Report issues to Project Manager

## Requirements/Notes

1. At any time during the Project, if County is not satisfied with the level of response from the Tyler ProjectPMs or Tyler Regional Manager, or if the Tyler ProjectPM or Tyler Regional Manager do not have the ability to make key decisions or resolve potential issues, County will reserve the right to escalate the issue to the Tyler Executive Oversight Team. Tyler's Executive Oversight Team will have responsibility for overall Project delivery.

## Risk Management

County and Tyler will jointly work to identify and communicate risks and identify strategies for mitigating the impacts of Project risks.

	County Role	Tyler Role
Steering Committee	1. Address any issues escalated to the Steering Committee level	1. Address any issues escalated to the Steering Committee level
Project Manager	1. Identify and document Risks in the Project Risk Plan 2. Monitor risks and communicate any identified risks to the Tyler Project manager and Steering Committee 3. Mitigate risks as documented in the Project Risk Plan	1. Identify and document Risks in the Project Risk Plan 2. Monitor risks and work with County Project manager to develop risk mitigation plans
Project Team / Implementation Consultant	1. Communicate any risks to the County ProjectPM	1. Communicate any risks to the Tyler Project manager
Subject Matter Expert / Other		

## Requirements/Notes

1. Risks will be monitored, recorded, and assessed using an agreed upon methodology in the Project Risk Plan. All risks will be actively monitored by both Tyler and County.
2. Tyler will have responsibility for maintaining the Project risk plan.
3. Risks can be identified and added by either the Tyler PM or the County PM throughout the project.

## Change Process

### Professional Services Change Process

If County requires the performance of services, including any Implementation, consulting, training, or conversion services in addition to what Tyler is required to provide,



CountyProjectCounty's PM shall deliver to the ProjectTyler's PMs a professional services change request specifying the proposed work with sufficient detail to enable Tyler to evaluate it. Tyler, within five (5) business days, or longer as may be mutually agreed between the parties, not to be unreasonably withheld, following the date of receipt of such change request, shall provide County with a written change proposal containing the following:

1. Detailed description of resources (both Tyler and County) required to perform the change
2. Implementation Plans
3. Schedule for completion
4. Acceptance criteria
5. Impact on current milestones and payment schedule, if any
6. Impact on Project goals and objectives, if any
7. Price (based upon rates identified in Exhibit A and hours/days necessary to complete the request)

#### Additional Services Change Process

If the County requires the modification of the products, the CountyProjectCounty's PM shall submit the request via the Enhancement Request Process documented on Tyler Community specifying the proposed enhancement with sufficient detail to enable Tyler to evaluate it. Tyler has two different types of Product Enhancement Requests:

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler's Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help us best determine the areas of the product needing to be addressed.
2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by our Development Teams. Tyler, within thirty (30) business days, or longer as may be mutually agreed between the parties, not to be unreasonably withheld, following the date of receipt of such change request, if the request is not generally consistent with the current direction of the respective product Tyler will notify County in writing; otherwise Tyler shall provide County with a written development change proposal containing the following:
  - a. Specification
  - b. Schedule for completion
  - c. Minimum version requirements
  - d. Any additional Implementation services required, if any
  - e. Impact on current milestones and payment schedule, if any
  - f. Impact on Project goals and objectives, if any
  - g. Response Due Date
  - h. Total cost (based upon rates identified in Exhibit A and hours or days necessary to complete the request)



All Request for Development requests will be coordinated first by County Project Manager or other designee and Tyler Project Manager. Development requests will also be identified on the issues log and elevated to County Executive Team for review at the next Executive Team meeting.

By the Response Due Date County shall notify Tyler in writing if County elects to proceed with the Development request. Tyler will schedule the work described in the Development change request upon Tyler's receipt of County's approval of the Development request proposal. Unless otherwise agreed upon by the parties, if, by the Response Due, County gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it.

	County Role	Tyler Role
Steering Committee	1. Review and approve change proposals	
Project Manager	1. Communicate requested changes to Tyler	1. Coordinate change process 2. Prepare Proposal and submit to County 3. Communicate requested changes to County
Project Team / Implementation Consultant	1. Communicate issues, risks, and other potential change items to County Project manager	1. Perform all approved changes 2. Communicate issues, risks, and other potential change items to Tyler Project manager
Subject Matter Expert / Other		1. Perform all approved changes

### **Deliverable / Control Point Acceptance:**

When complete, all deliverables and Control Points require acceptance from the County ProjectPM. Upon completion, the Tyler Project manager shall notify the County Project manager and provide any necessary documents for review.

At each control point identified in the "Control Points" in Section E of the SOW, the County Project Manager, and Tyler Project Manager shall review Project progress, Project outcomes, deliverables, and current status. In addition to reviewing the Control Points, any open issues shall be resolved or decisions made on appropriate plans within five (5) business days after the Control Point Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the Project. Both Tyler and County recognize that failure to complete tasks and resolve open issues may have a negative impact on the Project.

Both Tyler and County are required to sign off on the control point acceptance.

	County Role	Tyler Role
Steering Committee	1. Review any issues escalated from the County or Tyler Project manager	1. Review any issues escalated from the County or Tyler Project manager
Project Manager	1. Review and accept/reject 2. Provide feedback on rejections 3. Review control point and upon completion grant sign off	1. Coordinate acceptance process 2. Review control point and upon completion grant sign off
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

#### Implementation Deliverable/Control Point Acceptance Process

The following process will be followed for accepting deliverables/control points:

1. The County shall have up to ten (10) business days from the date of delivery, or as otherwise mutually agreed to by the parties in writing, to sign-off on each deliverable or control point. If the County does not sign off within ten (10) business days, or the otherwise agreed upon timeframe, the deliverable or control point will be deemed as accepted. The Tyler and County Project Manager may agree in writing to longer timeframes if appropriate based on the scope and complexity of the deliverable. Every effort will be made during schedule development to avoid delivery during such periods.
2. If the County does not agree that the particular deliverable or Control Point has been met, ProjectCounty's PM shall notify us, in writing, with its reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, of receipt of the delivery.
3. Tyler shall correct any deficiencies and redeliver the deliverable or Control Point within five (5) business days from receipt of the rejection. The County shall then have five (5) business days from receipt of the redelivered deliverable or Control Point to accept or again submit written notification of its reasons for rejecting. If the County does not sign off within five (5) business days, or the otherwise agreed upon timeframe, the deliverable or Control Point will be deemed as accepted.
4. The process set forth in the paragraphs above shall continue until all issues have been addressed and the deliverable or Control Point is accepted by the County.

#### Requirements/Notes

1. All review periods will be tracked on the Project Plan
2. The County ProjectPM will have decision authority to approve/reject all Project control points or deliverables
3. Acceptance will be initiated and managed by utilizing the SharePoint workflow approval process.





## Section D: Technology Architecture

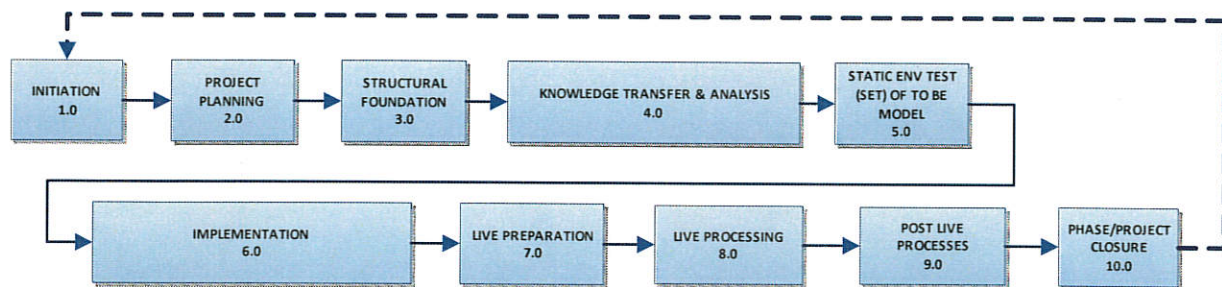
All software related to this Agreement will be installed on corresponding County owned and operated Munis ERP servers already configured by the County including these environments:

1. Testing
2. Training
3. Production/Live
4. Implementation

## Section E: Implementation

### Implementation Methodology Overview

The Project will be implemented using the methodology defined below. Throughout the Project methodology, Tyler has established control points (critical review points) to ensure an organization fully understands and accepts the Project and to ensure that Tyler is providing quality services to assist in County's Implementation. It is at these check points that organizational stakeholders monitoring the overall Project (for both Tyler and County) must formally accept the Project to date. Once there is formal acceptance, the Project will proceed. Control points are defined in the section below and the process for accepting each is identified in the "Deliverable / Control Point Acceptance" section.



IMPLEMENTATION METHODOLOGY

### Control Points

To ensure quality and adherence to the methodology identified in this SOW, Tyler and County have identified the following control points that must be formally accepted prior to moving on in the Project. Control points are as follows:

Control Point	Description
1.1	<p>County Acceptance of Go-live Project Plan/Schedule</p> <ol style="list-style-type: none"><li>1. Kick-off complete</li><li>2. Initial Project Plan for the concurrent go-live of all modules accepted and posted to Project SharePoint site</li><li>3. Detailed Project Plan and work breakdown structure (WBS) reviewed and accepted.</li><li>4. User Manuals Provided</li><li>5. System Installation Acceptance</li><li>6. System Admin Training Acceptance</li></ol>

Control Point	Description
1.2	Authorization to Proceed to Static Environment Test (SET) <ol style="list-style-type: none"> <li>1. As-is/to-be analysis complete</li> <li>2. System design Document completed with initial to-be decisions</li> <li>3. Static Environment Test plan accepted</li> <li>4. Data Interface Plan accepted</li> <li>5. Tyler to County Knowledge Transfer accepted</li> </ol>
1.3	Authorization to Proceed to Implementation <ol style="list-style-type: none"> <li>1. Static Environment Test complete</li> <li>2. System Design Document updated with to-be decisions</li> </ol>
1.4	Authorization to Proceed to Live Preparation <ol style="list-style-type: none"> <li>1. Core user training accepted</li> <li>2. System configuration complete</li> <li>3. Interfaces tested and accepted</li> </ol> Sign-off on User Acceptance Testing (includes end to end system testing, stress testing and integration testing)End User Training complete for all applicable processesGo-live planning completePre-live check list acceptedPost Go-Live Support Plan accepted
1.5	Sign-off to begin Live Processing <ol style="list-style-type: none"> <li>1. Go-live checklist complete</li> <li>2. Authorization to begin live processing</li> </ol>
1.6	Authorization to Proceed to Phase Closure <ol style="list-style-type: none"> <li>1. Post live training topics scheduled, if applicable</li> <li>2. Support transition call complete</li> </ol>

\* Note: County may authorize Tyler to proceed with the Project and withhold acceptance of the control point. For the control point to be accepted, all work identified under each must be complete.

## Project Initiation

During this step, Tyler and County will begin working to plan the Project kick off meeting. The kick off will be scheduled and completed no later than thirty calendar (30) days after contract signing. During the kick off, ProjectTyler's PM will meet County's Project team and discuss Project expectations and policies. All team members should be present for the Project kick off.

Task – Project Kick Off



	County Role	Tyler Role
Project Manager	1. Review SOW 2. Coordinate kick off meeting	1. Review SOW 2. Coordinate and conduct kick off meeting
Project Team / Implementation Consultant	1. Review SOW 2. Participate in kick off meeting	1. Review SOW 2. Participate in kick off meeting
Subject Matter Expert / Other	1. Participate in kick off meeting	

### Requirements/Notes

1. All Tyler Project managers and Implementation consultants will become familiar with the contract, SOW, and any applicable County policies.
2. The kick off meeting presentation will be a collaborative effort between County and Tyler
3. Tyler will develop and deliver the kick off presentation (County to provide input) and the kick off presentation will be developed specific to the County Project (not a generic kick off PowerPoint template).
4. Tyler will conduct kickoff meetings prior to the beginning of each phase.

### Outcomes/Deliverables

- Deliverables:
- Project Outcomes:
  1. Introduction of all key Project team members
  2. All Project team members understand Project and contract requirements
  3. County Project team members understand Tyler Implementation approach
- Miscellaneous Project Documentation and Tools:
  1. Kick off presentation
- Services
  1. On-site kick off meeting
  2. Demonstration/Training of Knowledge Base

### Project Planning

Tyler will develop and deliver customized Project Plan/schedule containing detailed Work Breakdown Structure (WBS) tasks, deliverables, milestones and control points, review/acceptance periods and other key Project events for the overall Project, with the assistance from the County. The Project Plan, as defined in Section C, will occur in an overlapped fashion to meet the targeted go-live date of Munis ERP and Executime modules.

## Develop Project Plan/Schedule

	County Role	Tyler Role
Project Manager	1. Work with Tyler Project manager to develop Project Plan/schedule	1. Develop and deliver Project Plan/schedule 2. Ensure Project Plan is in compliance with SOW 3. Update and maintain Project Plans as necessary 4. Deliver user manuals
Project Team / Implementation Consultant	1. Review Project Plan	1. Review and become familiar with full Project Plan
Subject Matter Expert / Other	1. Identify applicable meetings/deadlines on Project Plan and plan accordingly	1. Identify applicable meetings/deadlines on Project Plan and plan accordingly

### Requirements/Notes

- Project Planning will occur in full to meet the targeted go-live date. Throughout the Project the Tyler Project manager and County Project manager will review plans and make any necessary changes, as applicable.

### Outcomes/Deliverables

1. Deliverables:
  - a. Deliverable 2: Project Plan/Schedule
  - b. Deliverable 3: Standard Tyler Executime User Manuals
2. Project Outcomes:
  - a. Project Plan Complete
  - b. Project Plan Includes Full Scope of Project and is Consistent with SOW Tasks
3. Control Point(s):
  - a. Go-Live Project Plan/Schedule Acceptance
4. Miscellaneous Project Documentation and Tools:
  - a. Change Management Tools
5. Services:
  - a. Project Planning Services

### Structural Foundation

The Structural Foundation includes tasks required to start an Executime Implementation.

## Software installation

	County Role	Tyler Role
Project Manager	1. Coordinate software installation activities	1. Coordinate software installation activities
Project Team / Implementation Consultant		
Technical Team	1. Assist with install	1. Install software

## Initial System Administration Training

	County Role	Tyler Role
Project Manager	1. Schedule training attendees	1. Coordinate Training
Project Team / Implementation Consultant	1. Attend Training	1. Provide Training 2. Provide training materials/documentation
Subject Matter Expert / Other	1. Attend Training (County Technical Team)	

## Requirements/Notes

### **System Administration Training**

1. System administration training will be provided for the County Technical Team and select members, as determined by the County, of the County Project Team.

### **Project Team Overview**

2. Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available via the Project SharePoint site or linked to Tyler Knowledge Base for easy access by attendees. County will be responsible for printing any necessary documents for the users, as needed.
3. Prior to scheduled sessions, all users must have access to the training environment. The users must have logins established and know how to access the training environment.
4. Project Team shall complete all prerequisite requirements prior to attending related training sessions.

## Outcomes/Deliverables

1. Deliverables:
2. Project Outcomes:
  - a. Executime modules successfully installed and system installation accepted by County
  - b. Project team members trained on standard Executime features



3. Control Point(s):
  - a. System Installation Acceptance
  - b. System Admin Training Acceptance
4. Miscellaneous Project Documentation and Tools:
  - a. System Admin Training Materials/Documentation
5. Services:
  - a. Structural Foundation Consulting
  - b. System Installation
  - c. System Admin Training

## Knowledge Transfer

Knowledge transfer for the Project includes tasks necessary to, conduct an as-is analysis, provide to-be demonstrations, and document system set-up decisions. As part of the as-is analysis, Tyler will review the Functional Requirements Matrix to best assess how County should be configuring Executime. During this step County will provide any existing as-is process documentation and complete Tyler's detailed as-is process questionnaires. Tyler consultants will review all County documentation and be familiar with current processes prior to analysis meetings. As-is analysis is intended to review detailed County needs and how Executime would be configured to meet these needs.

### As-Is Analysis

	County Role	Tyler Role
Project Manager		
Project Team / Implementation Consultant	<ol style="list-style-type: none"> <li>1. Provide as-is process documentation</li> <li>2. Complete process questionnaires</li> <li>3. Participate in As-Is Sessions</li> </ol>	<ol style="list-style-type: none"> <li>1. Review County process documentation</li> <li>2. Provide process questionnaires</li> <li>3. Conduct analysis of County business processes</li> <li>4. Identify detailed configuration requirements</li> <li>5. Review inventory of processing, configuration and data flow options</li> </ol>
Subject Matter Expert / Other	<ol style="list-style-type: none"> <li>1. Participate in As-Is Sessions</li> </ol>	

### Security Analysis

Application security needs are defined during analysis. All user access roles and permissions are reviewed and options are discussed and implemented along with their particular module. Tyler will conduct the security analysis for all the types of users being implemented within each phase. As part of the security analysis, Tyler will deliver a security matrix to assist County to identify appropriate permissions and roles needed to meet County business processes.

	County Role	Tyler Role
Project Manager		
Project Team / Implementation Consultant	<ol style="list-style-type: none"> <li>1. Attend meetings</li> <li>2. Make security decisions</li> <li>3. Document security decisions in security matrix</li> </ol>	<ol style="list-style-type: none"> <li>1. Review County business processes and facilitate process to define user access roles and permissions</li> <li>2. Deliver security matrix template</li> <li>3. Conduct security analysis to identify correct Executime module security features to match to County business process decisions</li> </ol>
Subject Matter Expert / Other		

### Workflow Analysis

Workflow business rules are defined during analysis and users will be trained to set up all workflow functionality to accommodate County's business practices. All available workflow options are discussed and implemented along with their particular module analysis and setup training sessions. Tyler will conduct the workflow analysis for all workflows applicable to the modules being implemented and processes decided upon. As part of the workflow analysis, Tyler will deliver a workflow matrix to assist County to identify appropriate workflow roles and processes configurations to meet County business processes.

	County Role	Tyler Role
Project Manager		

	County Role	Tyler Role
Project Team / Implementation Consultant	<ol style="list-style-type: none"> <li>1. Attend meetings</li> <li>2. Make workflow decisions</li> <li>3. Document workflow decisions in workflow matrix</li> </ol>	<ol style="list-style-type: none"> <li>1. Review County business process and facilitate process to define new Executime workflows</li> <li>2. Deliver workflow matrix template</li> <li>3. Conduct workflow analysis to identify correct Executime module workflow features to match to County business process decisions</li> </ol>
Subject Matter Expert / Other		

### Business Process Analysis

	County Role	Tyler Role
Project Manager		
Project Team / Implementation Consultant	<ol style="list-style-type: none"> <li>1. Participate in best practice discussions</li> <li>2. Determine policy &amp; procedure decisions for Executime modules</li> <li>3. Consult with County Stakeholders on potential business process changes</li> </ol>	<ol style="list-style-type: none"> <li>1. Analyze potential process changes</li> <li>2. Review best practices</li> <li>3. Facilitate discussion of best practice recommendations</li> <li>4. Demonstrate options for configuration of Executime modules</li> <li>5. Review table and set up options</li> <li>6. Review desired changes in business processes and data flows</li> </ol>
Subject Matter Expert / Other	<ol style="list-style-type: none"> <li>1. Participate in meetings</li> </ol>	

### To-Be Decisions

	County Role	Tyler Role
Project Manager		
Project Team / Implementation Consultant	<ol style="list-style-type: none"> <li>1. Make and document decisions on business process</li> <li>2. Escalate significant business process changes</li> </ol>	<ol style="list-style-type: none"> <li>1. Conduct analysis of desired process changes</li> <li>2. Review Flow Charts</li> <li>3. Review available options</li> <li>4. Review module</li> </ol>



	to County PM 3. Develop customized user documentation 4. Review process decisions for impact on Static Environment Test	parameters, code configurations and work flow options 5. Conduct analysis of set up tables codes and parameters 6. Review Executime set up options to facilitate to-be decisions 7. Deliver configuration document citing recommendations for best use of Tyler software options 8. Document system design decisions 9. Review system design decisions for impact on Static Environment Test 10. Develop and deliver System Design Document
Subject Matter Expert / Other		

### Requirements/Notes

1. All Project decisions will be documented in a system design document
2. Project decisions and system design documentation will reference the County's Functional Requirements Matrix

### Outcomes/Deliverables

1. Deliverable(s):
  - a. System Design Document
    - Workflow Matrix
    - Security Matrix
    - Data Interface Plan Acceptance
2. Project Outcomes:
  - a. Review and analysis of all County business processes in scope for Project
  - b. County and Tyler review of best practice recommendations and decision on to-be process
  - c. County makes all necessary business process and configuration decisions
  - d. Tyler documents all Executime module set up decisions in system design document
3. Control Point(s):
  - a. Authorization to Proceed to Static Environment Test

- b. Data Interface Plan Acceptance
  - c. Tyler to County Knowledge Transfer Acceptance
- 4. Miscellaneous Project Documentation and Tools:
  - a. As-Is Process Questionnaire
  - b. Security Matrix Template
  - c. Workflow Matrix Template
  - d. Detailed Documentation of Standard Interface File Layouts
- 5. Services:
  - a. Knowledge Transfer and Analysis for each module
    - i. As-Is Process Analysis
    - ii. Executime module Configuration Identification
    - iii. Processing, Configuration and Data Flow Demonstration
    - iv. Security Analysis
    - v. Demonstration/Training of Security Configuration Options
    - vi. Workflow Analysis
    - vii. Demonstration/Training of Workflow Configuration Options
    - viii. Demonstration/Training of Standard Import and Export Functionality
    - ix. Business Process Analysis
    - x. Executime module Configuration Demonstration
    - xi. Best Practice Recommendations
    - xii. Review Table and Set Up Options
    - xiii. Process/Data Flow Change Review
    - xiv. To-Be Process Analysis
    - xv. System Design Analysis
    - xvi. Configuration Recommendations
    - xvii. Demonstration/Training of To-Be Configuration Options

## **Static Environment Test (SET)**

The Static Environment Test (SET) is designed to test and prove the process decisions made during business process consulting. This test is completed by Tyler on a clean database with a subset of hand entered (not converted) data provided by County. This ensures that County is familiar with the data being tested and is able to verify the processes as the test is conducted by Tyler staff. After the SET is complete, Implementation activities such as conversions, core user training and testing will begin.

For the payroll phase of the Project, SET will occur after initial set up table training and training on how to build employees. This will allow County Core Users to view the process using their actual set up and data, and to make process decisions based on the required set up. The first pass of the employee master and deductions may also be done prior to the SET. The Tyler Project Manager will include all activities and their timing in the payroll phase Project Plan.

	County Role	Tyler Role
Project Manager		
Project Team / Implementation Consultant	1. Prepare/gather test data	1. Develop SET Test Plan 2. Facilitate and conduct SET

	2. Review and provide feedback on SET test script 3. Participate in SET Test Session 4. Assess Project decisions and validate/correct Project decisions. 5. Revise system design document as required.	Test 3. Document results from SET Test 4. Re-perform SET Test for any changes to major decisions
Subject Matter Expert / Other		

### Requirements / Notes

1. The Static Environment Test will be used to test business and configuration decisions. After the Static Environment Test, items that County identified as open issues will be re-evaluated, new decisions made, and the items re-tested.
2. The Static Environment Tests will be organized by module, but will include all necessary cross module processes so that County can evaluate the integration between modules and its impact on business processes.

### Outcomes/Deliverables

1. Deliverable(s):
  - a. Static Environment Test Plan
2. Project Outcomes:
  - a. Major business process and Executime module set up decisions are tested and validated.
  - b. County ready to begin, with Contractor oversight, full configuration of Executime consistent with System design document
3. Control Point(s):
  - a. Authorization to Proceed to Implementation
4. Miscellaneous Project Documentation and Tools:
  - a. SET Test Results Document
5. Services:
  - a. Conduct Static Environment Test (SET)/Re-Test and Document Results

### Implementation

The Implementation process includes table building and setup and proofing, core user training, and parallel processing or process testing.



## Table Building and Set Up

Tyler will train County on all system set up tables (codes, global settings, user permissions, etc.). County is responsible for entering codes into the live Munis database, as instructed.

	County Role	Tyler Role
Project Manager		
Project Team / Implementation Consultant	1. County builds Set Up tables 2. County builds Workflow	1. Train County on completion of Set Up Tables according to analysis sessions 2. Train County on Workflow completion
Subject Matter Expert / Other		

## Project Team/SME Training

Tyler will train all County Project Team/SMEs to perform ongoing training of Decentralized End Users. The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, County trainees, training room, etc.).

County Project Team/SMEs will be trained according to the schedule developed by the Tyler and County Project Managers.

	County Role	Tyler Role
Project Manager		
Project Team / Implementation Consultant	1. Attend training on completing Trial Run/Parallel processes 2. Complete Trial Run/Parallel process steps, identify discrepancies and correct	1. Train Project Team /Subject Matter Experts on applicable Executime processing 2. Train County on completing Trial Run/Parallel processes
Subject Matter Expert / Other	1. Attend Training 2. Complete Trial Run/Parallel process steps, identify discrepancies and correct	

## Requirements / Notes

### 1. Table Building and Set Up –

- a. All homework tasks will be listed on the Project Plan

### 2. Project Team/SME Training

- a. Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on the SharePoint site or linked to Tyler Knowledge Base for easy access by attendees. County will be responsible for printing the necessary documents for the users, as needed.
- b. Prior to scheduled training sessions, all users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.

### Outcomes/Deliverables

1. Project Outcomes:
  - a. Executime modules have been configured to meet the SOW and System Design Document.
2. Control Point(s):
  - a. Authorization to Proceed to Live Preparation
  - b. Core user training acceptance
  - c. Interfaces testing and acceptance
3. Miscellaneous Project Documentation and Tools:
  - a. Documentation on Reporting Views
  - b. End User Training Material Templates
  - c. End User Training Agenda Templates
4. Services:
  - a. Implementation Training
  - b. Project Team/SME Training on Munis/Executime Processing
  - c. Training on Reporting Options

### Live Preparation

This step allows the Project Team to review the status of the Project and its readiness to go live on plan. As part of live preparation, County will complete user acceptance testing (Conditional Acceptance) and end user training. Tyler will prepare the pre-live checklist.

#### User Acceptance Testing

User Acceptance testing is conducted by County with Contractor oversight both leading up to and following end-user training. While some recommend that user acceptance testing is all performed post end-user training, Tyler supports incremental user acceptance testing through trial run processing in Payroll and Human Resources. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the user acceptance testing will expand to include End Users. End

to end system testing and stress testing is also conducted as part of the User Acceptance Testing to grant the conditional acceptance prior to end user training.

System integration testing will occur as part of the User Acceptance Testing for each of the related Munis/Executime modules that have either gone live or that will be going live at the same time. Integration testing is conducted by County with Contractor oversight and intended to validate the various Tyler modules are configured and integrated as expected.

	County Role	Tyler Role
Project Manager	1. Coordinate User Acceptance Test	
Project Team / Implementation Consultant	1. Conduct User Acceptance Test	
Subject Matter Expert / Other		

## Training

Tyler trainers will provide four training courses to County.

	County Role	Tyler Role
Project Manager	1. Coordinate all logistics for Training	1. Provide training agendas 2. Coordinate trainers
Project Team / Implementation Consultant	1. Attend Training 2. Conduct additional training for remainder of County employees.	1. Develop training materials 2. Train End Users Schedule and track completion of training on the Project Plan 3. Conduct the following training classes for up to twelve students per class: <ul style="list-style-type: none"> <li>• Administration Course</li> <li>• Basic Employee Course</li> <li>• Supervisor Course</li> <li>• Payroll Export and Time Balancing Course</li> </ul>
Subject Matter Expert / Other	1. Attend Training	

## Pre-Live Planning

	County Role	Tyler Role
Project Manager	1. Meet to outline go-live steps, requirements and	1. Meet to outline go-live steps, requirements and



	County Role	Tyler Role
	assignments 2. Evaluate readiness of County staff to perform live process from training and change management perspective 3. Assist Tyler PM with post go-live support plan	assignments 2. Evaluate readiness of County staff to perform live process from training and change management perspective 3. Develop and deliver pre-live checklist 4. Develop and deliver post go-live support plan
Project Team / Implementation Consultant	1. Provide input to County and Tyler PM on post go-live support plan	1. Provide input to County and Tyler PM on post go-live support plan
Subject Matter Expert / Other	1. County performs any desired stress testing	

### Requirements / Notes

1. User Acceptance
  - a. User Acceptance test periods will be scheduled in the Project Plan. Prior to User Acceptance, the system will be configured to meet all functional requirements.
2. End User Training
  - a. End User Training will occur after Conditional Acceptance has been granted.
  - b. Prior to scheduled training sessions, the Tyler and County will make sure the following prerequisites are met:
    - i. Training Database - All users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.

### Outcomes/Deliverables

1. Deliverable(s):
  - a. Pre-Live Checklist
  - b. Post Go-Live Support Plan
2. Project Outcomes:
  - a. All end-users included in training plan are trained on system and business processes
  - b. County makes decision to go-live
  - c. County grants acceptance of the system
3. Control Point(s):
  - a. Signoff to Begin Live Processing

4. Services:
  - a. Pre-Live Planning and Readiness Evaluation Services

### Live Processing

Upon the decision to go-live, Tyler's consultants will assist County users in entering and completing transactions in the Live system as well as troubleshooting assistance for desired setup changes or data conversion issues.

	County Role	Tyler Role
Project Manager		
Project Team / Implementation Consultant		1. Provide go-live assistance 2. Provide setup and data conversion troubleshooting
Subject Matter Expert / Other	1. County users utilize Munis/Executime for live processing	

### Requirements / Notes

1. County will track any open issues or new issues through the issues log during Live Processing.

### Outcomes/Deliverables

1. Deliverable(s):
2. Project Outcomes:
  - a. County is using Munis/Executime for live processing
3. Services:
  - a. Go-Live Support Services

### Post Live Process

After County is using the system for live processing, Tyler will provide additional training using actual County-processed data as outlined in the Requirements/Notes. A review of System Design document is done to ensure that the processes put into place using the Munis/Executime system are being adhered to, or adjusted as necessary.

County and Tyler will be responsible to execute their respective responsibilities against the post-go-live support plan. Tyler will provide post go-live support in order to complete the conversion to Munis/Executime. This will include functional and technical assistance from Tyler in the following areas, per phase:

1. Problem analysis and resolution
2. Problem tracking

3. Guidance and mentoring to County staff who provide Executime module support functions and user help desk support (problem resolution)
4. Respond to help requests and resolve timely system defects
5. Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

	County Role	Tyler Role
Project Manager		
Project Team / Implementation Consultant	1. Review policy and procedure decisions	1. On-site to resolve issues 2. Facilitate review of policy and process decisions 3. Provide training on reconciliation process
Subject Matter Expert / Other	1. County users utilize Munis for live processing 2. Record issues as identified	

### Requirements / Notes

1. On-site or scheduled training sessions will be budgeted for and entered into the Project Plan. Non-scheduled support will also be available through Tyler Technical Support.
2. Additional assistance beyond the Project closure will require a change request for additional services. Additional assistance beyond that specified here will require a change request.

### Outcomes/Deliverables

1. Deliverable(s):
2. Services:
  - a. Post Go-Live Review
  - b. Post Go-Live Troubleshooting

### Project/Phase Closure

This process allows for a formal transition to the Munis support team and a review of the lessons learned from the Implementation in order to use these lessons on other Projects within County or at Tyler. Lessons learned will be gathered and documented at each status meeting, and the final lessons learned document will include the lessons documented throughout the Project.

	County Role	Tyler Role
Steering Committee	1. Grant final acceptance	



Project Manager	<ol style="list-style-type: none"> <li>1. Coordinate final acceptance process</li> <li>2. Grant final acceptance for the Project/phase</li> <li>3. Download all Project documentation from Sharepoint site.</li> </ol>	<ol style="list-style-type: none"> <li>1. Initiate transition to support</li> <li>2. Ensure administrative access is granted to the County to deliver all Project documentation.</li> </ol>
Project Team / Implementation Consultant	<ol style="list-style-type: none"> <li>1. Review completion of all assigned activities in the post go-live support plan</li> </ol>	<ol style="list-style-type: none"> <li>1. Review completion of all assigned activities in the post go-live support plan</li> </ol>
Subject Matter Expert / Other		

### Requirements / Notes

1. County-authorized users shall document and report issues through the provided Tyler support resources

### Outcomes/Deliverables

1. Project Outcomes:
  - a. Implemented system and Project satisfies all SOW terms and functional requirements as defined in the Functional Requirements Matrix attached to the Agreement
  - b. Transitioned to Tyler Support
  - c. Final Acceptance and Project Closure
2. Control Point:
  - a. Acceptance of Project Closure
3. Miscellaneous Project Documentation and Tools:
  - a. Delivery of all Project Documents

## **Section F: Homework Requirements**

The following outlines major expectations, requirements and, activities surrounding the Implementation of the Executime modules:

1. Tyler will provide in writing to County the trainee prerequisites that must be completed prior to conducting all Implementation or training sessions. All prerequisites will be identified on the Project Plan and communicated to County in agenda's for each Implementation or training session.
2. Tyler will provide in writing to County Project manager after each training or Implementation session what tasks that must be completed prior to Tyler personnel

returning to the site. These tasks will be shown on the site report after each site visit and posted on the Project SharePoint site. All tasks will also be listed on the Project Plan.

3. Homework assignments and tasks will also be listed on the Project Plan along with due date and owner
4. Typical homework items are as follows:
  - a. Complete set up of tables and codes based on training conducted
  - b. Practice on processes learned
  - c. Review any delivered documents prior to attending scheduled training session
5. Should County not be able to complete communicated prerequisites or tasks, the County Project manager is to bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

## **Section G: Facility Requirements**

The following outlines County's requirements for providing a suitable work location to be used by the Project.

1. County will provide a room to be used as a training lab for Tyler staff to transfer knowledge to County resources as well as a place for County staff to practice what they have learned.
2. The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by County. It is Tyler's recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, Tyler requires that there be no more than two people at a given workstation.
3. A workstation is to consist of a computer that has access to the Munis training/test database and a printer.
4. County is to provide a workstation that connects to Munis for the Tyler trainer conducting the session. The computer must be linked to a Projector so everyone attending the session is able to follow the information being communicated.
5. In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
6. County is responsible to schedule the training room for the sessions conducted by Tyler staff.
7. Should phases overlap, it may be necessary to make multiple training facilities available.

## **Section H: Appendix**

### **Appendix 1: Deliverable Expectation Document**

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions.

<b>Deliverable Number:</b> DED-1	
<b>Deliverable Name:</b> Project Plan / Schedule	
<b>Objective:</b> Task list with owners and due dates for successful completion of the Project.	
<b>Scope:</b> See SOW Section C	
<b>Format:</b> Initially developed and maintained on the Project SharePoint site. Tyler is currently testing the use and integration of MS Project with SharePoint. If the testing is complete and successful during County's Implementation, Tyler will consider the transition of this deliverable to be in MS Project.	
<b>Outline:</b> The Project Plan will follow the Tyler Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, deliverables, milestones, review/acceptance periods, and other key Project events.	
<b>County Role:</b> <ol style="list-style-type: none"> <li>1. Review Project Plan</li> <li>2. Contribute information necessary to complete and maintain Project Plan</li> </ol>	
<b>Tyler Role:</b> <ol style="list-style-type: none"> <li>1. Provide initial on-site and remote session schedule to County for approval</li> <li>2. Create Project Plan</li> <li>3. Post Project Plan to Project SharePoint site</li> </ol>	
<b>Acceptance Criteria:</b> <ol style="list-style-type: none"> <li>1. The County signs off on the Project Plan and schedule</li> <li>2. The deliverable contains all the components specified in the Outline of this DED and the SOW</li> <li>3. The respective Tyler and County Project team members have resolved all material content and/or quality issues.</li> <li>4. The deliverable is free of formatting and spelling errors.</li> </ol>	

<b>Deliverable Number:</b> DED-2	
<b>Deliverable Name:</b> User Manuals	
<b>Objective:</b> Provide documentation on standard Executime functions	
<b>Scope:</b> Comprehensive user manuals for all Tyler modules purchased.	
<b>Format:</b> MS Word	
<b>Outline:</b> <ol style="list-style-type: none"> <li>1. Overview of module</li> <li>2. Detailed description of how to generally complete tasks in Executime</li> <li>3. Identification of options, fields, and functions built into the Executime software.</li> </ol>	
<b>County Role:</b>	



<b>Deliverable Number:</b> DED-2
<ol style="list-style-type: none"> <li>1. Review User Materials</li> <li>2. Update materials with County-specific steps and processes</li> </ol>
<b>Tyler Role:</b> <ol style="list-style-type: none"> <li>1. Provide training manuals on SharePoint.</li> </ol>
<b>Acceptance Criteria:</b> <ol style="list-style-type: none"> <li>1. The deliverable contains all the components specified in the Outline of this DED and the SOW</li> <li>2. The training materials will be updated to reflect current features and functions in the software version that County is implementing.</li> <li>3. The respective Tyler and County Project team members have resolved all material content and/or quality issues.</li> <li>4. The deliverable is free of formatting and spelling errors.</li> </ol>

<b>Deliverable Number:</b> DED-3
<b>Deliverable Name:</b> Data Interface Plan
<b>Objective:</b> Document interface option decisions, timelines, tasks and validation methods.
<b>Scope:</b> All interfaces listed in "Import and Export Scope in Section A that County chooses to interface. As analysis sessions occur, Tyler will update the plan with scope and method of interface.
<b>Format:</b> MS Excel or MS Word
<b>Outline:</b> <ol style="list-style-type: none"> <li>1. Interface method and layout to be used</li> <li>2. Timelines for testing each interface</li> <li>3. Reports and data validation recommendations</li> </ol>
<b>County Role:</b> <ol style="list-style-type: none"> <li>1. Attend interface and applicable analysis sessions</li> <li>2. Participate in planning discussions</li> <li>3. Review and accept the interface plan</li> </ol>
<b>Tyler Role:</b> <ol style="list-style-type: none"> <li>1. Provide interface analysis</li> <li>2. Provide interface specifications and guidelines</li> <li>3. Provide guidance on testing methods and tools</li> <li>4. Create and provide the data interface plan</li> </ol>
<b>Acceptance Criteria:</b> <ol style="list-style-type: none"> <li>1. The deliverable contains all the components specified in the Outline of this DED and the SOW</li> <li>2. The respective Tyler and County Project team members have resolved all material content and/or quality issues.</li> </ol>

3. Interface test results accepted in a test environment by the County.
4. The deliverable is free of formatting and spelling errors.

<b>Deliverable Number:</b> DED-4	
<b>Deliverable Name:</b> System Design Document	
<b>Objective:</b> To document the decisions and processes resulting from analysis and identify how County will use the Executime system.	
<b>Scope:</b> Detailed review of each in scope functional area, module, and business process to identify the current needs, business process requirements, business process and Executime module configuration decisions, and detailed set-up notes for how Executime modules will be used. The document is to contain workflow, and security information where applicable.	
<b>Format:</b> MS Word and/or MS Excel	
<b>Sample Outline:</b> <b>Current Needs:</b> <ol style="list-style-type: none"> <li>1. Identification of current process</li> <li>2. Analysis of Executime fit/gap</li> </ol> <b>County Decision Making:</b> <ol style="list-style-type: none"> <li>1. Process Decisions</li> <li>2. Executime Considerations</li> <li>3. Follow Up Items</li> </ol> <b>Detailed Executime set-up considerations</b> <ol style="list-style-type: none"> <li>1. Executime set up details</li> <li>2. Modifications</li> <li>3. Interfaces</li> </ol> <b>Other Information</b> <ol style="list-style-type: none"> <li>1. Workflow Details</li> <li>2. Security Details</li> </ol>	
<b>County Role:</b> <ol style="list-style-type: none"> <li>1. Participate in all meetings and make decisions</li> <li>2. Review the documents provided by the Tyler Project team</li> <li>3. Identify any discrepancies</li> <li>4. Ask for clarification from the Tyler team, if necessary</li> </ol>	
<b>Tyler Role:</b> <ol style="list-style-type: none"> <li>1. Complete deliverable documenting decisions and Executime details</li> <li>2. Post the analysis notes on the Project SharePoint site</li> <li>3. Update deliverable based on feedback from the County</li> </ol>	

**Acceptance Criteria:**

1. The deliverable contains all the components specified in the Outline of this DED
2. The respective Tyler and County Project team members have resolved all material content and/or quality issues.
3. The deliverable is free of formatting and spelling errors.

**Deliverable Number: DED-5****Deliverable Name:** Static Environment Test (SET) Plan**Objective:** Prepare the test script based on County's process and set up decisions through As Is and To Be analysis.

**Scope:** Tyler will conduct step by step testing of County business process decisions built into the functionality of Executime modules. This test will enable County to see the way the system functions using their own data and business processes. Focus will be on helping County understand the impact the desired business processes will have on the way the system functions and the impact of the system on County business process decisions. The SET Test Plan will contain detailed testing scripts to test County business processes.

**Format:** MS Word document**Outline:**

1. Detailed test scripts by business process for each functional area/module in scope for the Project.

**County Role:**

1. Review the SET plan
2. Provide feedback for additional processes to be tested

**Tyler Role:**

1. Develop SET plan
2. Modify SET plan prior to testing based on County feedback
3. Conduct SET test

**Acceptance Criteria:**

1. The deliverable contains all the components specified in the Outline of this DED and the SOW
2. The respective Tyler and County Project team members have resolved all material content and/or quality issues.
3. The deliverable is free of formatting and spelling errors.

**Deliverable Number: DED-6****Deliverable Name:** Pre-Live Checklist



<b>Deliverable Number:</b> DED-6
<b>Objective:</b> Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.
<b>Scope:</b> Implementation will provide the County with a checklist of items needed to be completed for Go-Live
<b>Format:</b> MS Excel
<b>Outline:</b> Sample activities from a Payroll Go-Live Checklist: <ol style="list-style-type: none"> <li>1. Separation of duties between Payroll and HR determined and tested</li> <li>2. Validate process of starting a payroll, switch Time &amp; Attendance users</li> <li>3. Review Dept. Time &amp; Attendance process, proof reports</li> <li>4. Verify appropriate permission levels on General, Time &amp; Attendance and Payroll Run Processing for all users</li> </ol> Checklist columns: <ol style="list-style-type: none"> <li>1. Item ID</li> <li>2. Activity</li> <li>3. Owner</li> <li>4. Date Verified</li> <li>5. County Approval (initials)</li> <li>6. Notes/Comments</li> </ol>
<b>County Role:</b> <ol style="list-style-type: none"> <li>1. Review and complete the list of items required for go-live.</li> </ol>
<b>Tyler Role:</b> <ol style="list-style-type: none"> <li>1. Provide County with a list of items required for completion for the go-live, by phase.</li> </ol>
<b>Acceptance Criteria:</b> <ol style="list-style-type: none"> <li>1. The deliverable contains all the components specified in the Outline of this DED and the SOW</li> <li>2. The respective Tyler and County Project team members have resolved all material content and/or quality issues.</li> <li>3. The deliverable is free of formatting and spelling errors.</li> </ol>

<b>Deliverable Number:</b> DED-7
<b>Deliverable Name:</b> Post Go-Live Support Plan
<b>Objective:</b> Identify all tasks that will need to be completed for Project closure and transition to support. Checklist will provide cutover timelines to transition from Implementation support to post go-live support, timeline for resolutions for outstanding issues, post go-live training plans, etc.
<b>Scope:</b> Post Go-Live Support Plan will define the process and procedure for post go-live support, issue resolution and authorization to proceed Project/phase closure

<b>Deliverable Number: DED-7</b>
<b>Format: MS Excel</b>
<b>Outline:</b> <ol style="list-style-type: none"> <li>1. Plan to transition to support</li> <li>2. Plan for post go-live on-going training and re-training</li> <li>3. Plan for issue resolution</li> <li>4. Review of change process post go-live</li> </ol>
<b>County Role:</b> <ol style="list-style-type: none"> <li>1. Provide input and assistance on the post go-live support to Tyler PM</li> </ol>
<b>Tyler Role:</b> <ol style="list-style-type: none"> <li>1. Develop and deliver post go-live support plan with input from County</li> </ol>
<b>Acceptance Criteria:</b> <ol style="list-style-type: none"> <li>1. The deliverable contains all the components specified in the Outline of this DED and the SOW</li> <li>2. The respective Tyler and County Project team members have resolved all material content and/or quality issues.</li> <li>3. The deliverable is free of formatting and spelling errors.</li> </ol>

## **Appendix 2: Hardware Requirements**

A pre-configured server(s) containing the appropriate infrastructure to support the ExecuTime Software solution is the responsibility of the County. The included hardware and software specifications of the servers are outlined below.

### **Minimum ExecuTime Server Requirements**

#### **Browser:**

Internet Explorer 11, Edge  
iPhone/iPad Safari (Mobile)  
Android Chrome (Mobile)  
Windows Phone 8+ (Mobile)

#### **OS:**

Any of the following - (Must be 64 bit)  
Microsoft Windows Server 2008 R2 SP1 Standard, Enterprise, Datacenter (64-bit)  
Microsoft Windows Server 2012 R2 Standard, Enterprise, Datacenter (64-bit)

#### **Java Environment:**

JDK v1.7 minimum

#### **Web Application Servers:**

ExecuTime AS 6.1 (Installed by ExecuTime)

#### **Databases Environment:**

Any of the following Single Processor License (depending on hardware configuration)  
Microsoft SQL Server 2008 or 2008 R2 (64 bit recommended)  
Microsoft SQL Server 2012 (64 bit recommended)  
  
Microsoft SQL Server 2014 (64 bit recommended)

### **0-1000 Employees**

#### **Hardware:**

Processor: Intel x64 processor with 4 cores (or greater), 3.0 GHz (or faster)  
RAM: 8 GB (or greater)  
Hard Disk: 2 Disk Drives with a minimum of 100GB free space on secondary drive.  
(Recommended configuration: 1 drive for Operating System and 1 drive for application and database installation. After installation, it is recommended to maintain at least 20GB of free space at all times.)  
100/1000 Ethernet Adapter

#### **Browser:**

Microsoft Edge, Internet Explorer 11+, iPhone/iPad Safari (Mobile), Android Chrome (Mobile), Windows Phone 8+ (Mobile)

*Virtual server environments are supported. Server requirements are subject to change.*





## Exhibit E

### Confidential Information Disclosure Statement

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this Exhibit J is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: Abby Diaz, Associate General Counsel (abigail.diaz@tylertech.com)

County: Business & ERP Manager

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified as confidential or constituting a trade secret or other confidential commercial or financial information, unless an Exception applies.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was lawfully in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information from Discloser by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation

or liability to the Discloser.

4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.
5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.
6. Miscellaneous – Except as otherwise provided in the Agreement, all Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.
7. Indemnity –Contractor shall indemnify, hold harmless, and defend County, its Council Members, employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal and equitable), and costs and expenses, including without limitation attorney's fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives, and subcontractors.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016

**Contractor**

**County**

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title