

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.21**  
(ID # 19065)

**MEETING DATE:**

Tuesday, May 24, 2022

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Approve the Amended and Restated Software as a Service (SaaS) Agreement with Tyler Technologies for an Open Data Platform without seeking competitive bids to increase the total agreement aggregate amount by \$808,407 from \$864,066 to \$1,672,473, extend the agreement for an additional 38 months through May 31, 2027; All Districts. [Total additional cost: \$808,407; additional compensation not to exceed \$167,247- RCIT Budget-100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Amended and Restated Software as a Service (SaaS) Agreement with Tyler Technologies for an Open Data Platform and internal Enterprise Data Platform without seeking competitive bids to increase the total agreement aggregate amount by \$808,407 from \$864,066 to \$1,672,473, extend the agreement for an additional 38 months through May 31, 2027;
2. Authorize the Chairperson of the Board to sign three (3) copies of Amended and Restated Software as a Service (SaaS) Agreement on behalf of the County and direct the Clerk of the Board to retain one (1) copy of the Amended and Restated Software as a Service (SaaS) Agreement and return two (2) copies of the Amended and Restated Software as a Service (SaaS) Agreement to Riverside County Information Technology; and,
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that stay within the intent of the Agreement, and amendments to the compensation provisions that do not exceed the total of \$167,247.

**ACTION:Policy**

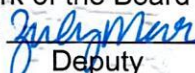
  
Jim Smith, Chief Information Officer 5/10/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: May 24, 2022  
xc: RCIT

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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| <b>FINANCIAL DATA</b>                      | <b>FY 21/22</b> | <b>FY 22/23</b> | <b>Total Cost:</b>                  | <b>Ongoing Cost</b> |
|--|-----------------|-----------------|-------------------------------------|---------------------|
| <b>COST</b>                                | \$ 117,877      | \$ 44,934       | \$ 808,407                          | \$ 0                |
| <b>NET COUNTY COST</b>                     | \$ 0            | \$ 0            | \$ 0                                | \$ 0                |
| <b>SOURCE OF FUNDS:</b> RCIT Budget – 100% |                 |                 | <b>Budget Adjustment:</b> No        |                     |
|  |                 |                 | <b>For Fiscal Year:</b> 21/22-26/27 |                     |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The request before the Board is to approve the Amended and Restated Software as a Service (SaaS) Agreement to update and replace the original Software as a Service (SaaS) Agreement with Tyler Technologies for an Open Data Platform (ODP) and internal Enterprise Data Platform (EDP), without seeking competitive bids, to increase the total agreement aggregate amount by \$808,407 from \$864,066 to \$1,672,473. Riverside County Information Technology (RCIT) is also requesting to extend the agreement's period of performance for an additional 38 months through May 31, 2027.

Riverside County initially implemented Socrata's Open Data Platform (ODP) in 2015 and has published nearly 50 million financial transactions dating from 2011 to the present. These financial transactions include payments to County vendors and other governmental agencies, and reimbursement to employees for work-related expenses. Additionally, the County has published detailed annual budget revenue and expense reports by department, fund type and account, which provides a high level of transparency for internal staff and the public.

To improve internal data sharing and analysis capability, the department will implement the internal facing Enterprise Data Platform (EDP), a hosted cloud environment for internal data sharing, analysis, and distribution. The EDP will serve as a central reporting and data analysis environment, beginning with enterprise financial, human capital, and risk management data currently analyzed by the Executive Office within other tools. The proposed solution includes Socrata Connected Government Cloud (SCGC), recently renamed Tyler EDP, and implementation services. This solution will build on the County's existing OPD and will remain fully segregated for security purposes, creating a secure and robust internal data analysis platform for County departments.

Tyler EDP is a FedRAMP Moderate accredited enterprise data platform specifically built for government. The platform will provide insights into County financial activities, use of resources, and exploration of risk. All data loaded into the system by the County will be administered and managed by the County, rather than an outside entity. This environment will be a central repository for county enterprise and departmental data, available to be analyzed and shared by departments and enterprise users such as the Executive Office. The following are the unique features of the EDP platform:

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- Is designed for self-service data access that follows a consumption-based pricing model, as opposed to a license-based or capacity-based model. This reduces the risk of the County procuring software that sits idle.
- Source system agnostic, meaning it enables data from any system of record to be readily accessed and used in any modern Business Intelligence (BI) tool. These dynamic integrations will allow the County to leverage its existing expertise and investments in Microsoft Power BI to work with data hosted with Tyler EDP.
- Will provide the County with a native federation capability from the internal data sharing platform to the existing County Open Data Portal. This integration is fully managed and supported ensuring the County that all data that is published is accurate and approved.

The first phase of the project will be to deploy Tyler Insights, providing dynamic reporting to the Executive Office. Tyler Insights leverages the existing County open data infrastructure reducing time, cost, and technological complexity for the County. The next phases of the project will include deployment of the Tyler EDP's internal data sharing capabilities which includes unique access controls, and permission tools tied to the County's identity management systems, allowing County departments to share data securely and effectively within the system as needed.

Tyler Technologies has been a strategic partner for the County since 2015, providing licensing and permitting capabilities through their EnerGov solution, open data services through the Socrata platform, as well as land and grant recording capabilities through the Eagle solution. The proposed solution is used by many local California's Government Agencies including San Diego County, City and County of San Francisco, San Mateo County, and many others, and provides Riverside County with a unique learning and data sharing opportunities.

**Impact on Residents and Businesses**

There is no negative impact on citizens or business in the County.

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**Additional Fiscal Information**

The following tables provide a Summary of the Original Agreement and Payments to Vendor and the Annual Payment Schedule per Year for the Amended and Restated Software as a Service (SaaS) Agreement:

Table 1 - Summary of Original Agreement and Payments to Vendor

|  |                     |
|--|---------------------|
| Approved Original Agreement Total  | \$864,066.00        |
| Payments to Vendor (for Orig. Agreement thru Amend. No. 2)                                   | (\$628,412.00)      |
| <b>Balance remaining payable (approved) under Original Agreement through Amendment No. 2</b> | <b>\$235,654.00</b> |

Table 2 – Annual Payment Schedule per Year for the Amended and Restated Software Agreement

| Fiscal Year   | Total                 |
|---|-----------------------|
| Source of Funds   |                       |
| FY 21/22  | \$117,876.96          |
| FY 22/23  | \$44,933.84           |
| FY 23/24  | \$225,000.00          |
| FY 24/25  | \$225,000.00          |
| FY 25/26  | \$225,000.00          |
| FY 26/27  | \$206,250.00          |
| <b>Amended and Restated Software as a Service (SaaS) Agreement Total</b>        | <b>\$1,044,060.80</b> |
| Less Balance remaining payable under Original Agreement through Amendment No. 2 | (\$235,654.00)        |
| <b>Total Cost</b>   | <b>\$808,406.80</b>   |
| Additional compensation (not to exceed)   | \$167,247.00          |

**Contract History and Price Reasonableness**

On July 02, 2019 (Board item 3.19), the Board of Supervisors approved a three-year Software as a Service (SaaS) Agreement with Tyler Technologies with the option to renew for additional two years from April 1, 2019, through March 31, 2024, in the total amount of \$864,066.00. Amendment No. 1 was executed on June 18, 2021 to revise the annual payment policy for the SaaS subscription service. Amendment No. 2 was executed on March 17, 2022, to extend the agreement period of performance for one year from April 1, 2022 through March 31, 2023 and add \$157,103 in compensation.

The current negotiated annual cost is a flat pricing model that will not increase over a five-year period through May 31, 2027 unless the County of Riverside decides it needs additional software or services that are out of the scope of the current agreement. Through negotiation between

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Riverside County and Tyler Technologies, the overall cost of the proposed solution was reduced by more than 30% from the initial proposal with a cost savings of approximately \$575,000. This reduction in cost to the county is a result of the refinement of the products to be purchased, credits for existing services currently deployed that will be retired as part of this project, and an effort by both parties to arrive at a balanced and equitable cost for the products and services procured. Additionally, this procurement leverages the county's experience and knowledge of utilizing Tyler's Socrata Open Data Platform, reducing the risk associated with the deploying new technology.

**Attachments:**

- A. Tyler Socrata Amended and Restated Software Agreement
- B. Sole Source Justification No. 157741902

  
Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

5/12/2022

  
Venus Brambila, Deputy Director - Administration

5/19/2022

  
Synthia M. Guarez, Chief Deputy County Counsel

5/16/2022

DATE: 5/19/22

TO: Clerk of the Board

From: Jeremy Murphy, RCIT

**Subject: Board Date 5/24/22, Agenda No. 3.21**

Hello,

These documents are for the agenda item referenced above. Please let me know when they are available to be picked up at [jermurphy@rivco.org](mailto:jermurphy@rivco.org) or 951-966-9184.

Thank you!

RECEIVED RIVCO SUPERVISORS  
CLERK / BOARD OF SUPERVISORS  
2022 MAY 20 PM 2:08



## AMENDED AND RESTATED SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is effective on the 1st day of April 2019 by and between Socrata, Inc., with offices at 255 South King Street, Suite 1100, Seattle, WA 98104, a wholly owned subsidiary of Tyler Technologies, Inc. ("Socrata"), and the County of Riverside, California with offices at 3450 14th Street, Riverside, CA 92501.

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

WHEREAS, June 21, 2021, this agreement was assigned to Tyler Technologies, Inc. and Assignee hereby accepts assignment of the agreement subject to all of the rights, title, obligations, conditions and interests therein; Socrata was acquired and became a wholly owned subsidiary of Tyler Technologies; and

WHEREAS, the parties extended the Agreement through March 31, 2023, and now agree to extend the Agreement again through May 31, 2027; and

WHEREAS, the parties agree to add additional SaaS products and services; and

WHEREAS, the parties desire to clarify the Agreement with this Amended and Restated Agreement.

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

### SECTION A - DEFINITIONS

- "**Agreement**" means this Software as a Service Agreement.
- "**Alert**" means a message that is delivered when Client-defined thresholds are exceeded.
- "**API**" means application-programming interface.
- "**External API Calls**" means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit A. Unless otherwise agreed to in the Investment Summary, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services, based on the External API Calls, will be adjusted to the correlating pricing terms based on the average of the number of External API Calls over the previous six (6) months.
- "**Client**" means the County of Riverside.
- "**Client Data**" means data, datasets, files, information, content and links uploaded or provided by client through the use of the SaaS Services but excluding Third Party Services.
- "**Confidential Information**" means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.

- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Documentation"** means any online or written documentation and specifications related to the use of the SaaS Services that we provide, including instructions, user guides, manuals, and other training or self-help documentation.
- **"Effective Date"** means the Contract Start Date as indicated in the Investment Summary.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit A.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- "Monthly Active Users" means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary. Unless otherwise agreed to in the Investment Summary, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services, based on the Monthly Active Users, will be adjusted to the correlating pricing terms, based on the on the average of the number of Monthly Active Users for the previous six (6) months. As of the execution date of this Amended and Restated Software as a Service Agreement, the Parties agree that "Monthly Active Users" now means any Active Account added to the Client's Site that is not a Guest User.
- **"Saas Fees"** means the fees for the SaaS Services identified in the Investment Summary. Saas Fees may be listed or referred to as Recurring Fees in Exhibit A.
- **"Saas Services"** means Socrata's *off* the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Agreement. Saas Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement described in Section C of this Agreement.
- "Support Policy" means the Client support policy applicable to you for the SaaS Services pursuant to this Agreement. A copy of our current Client Support Policy is attached as Exhibit C.
- "Statement of Work" means the agreed upon scope of services and industry standard implementation plan describing how Socrata's other services will be provided, the roles and responsibilities of the Client in connection to the implementation. If applicable, the Statement of Work is attached as Exhibit D.
- **"Third-Party Services"** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Agreement.
- **"Socrata"** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation. As of the execution date of this Amended and Restated Software as a Service Agreement, the Parties agree that **"Socrata"** means Tyler Technologies, Inc., a Delaware corporation.
- **"we", "us", "our"** and similar terms mean Socrata.
- **"you"** and similar terms mean Client.

## SECTION B- SAAS SERVICES

1. Rights Granted. Socrata grants to Client the non-exclusive, non-assignable limited right to use the Saas Services on a subscription basis. The Saas Services **will** be made available to Client according to the terms of the SLA. Client may use the Saas Services to access updates and enhancements to the Saas Services, as further described in Section C(7.1).
2. Saas Fees. Client agrees to pay Socrata the Saas Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The Saas Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client may add additional users or additional data storage on the terms set forth in Section H(1).
3. Ownership.
  - 3.1 Socrata retains all ownership and intellectual property rights to the Saas Services, as well as anything developed by us under this Agreement.
  - 3.2 When Client uploads or provides Client Data to Socrata's Saas platform, Client grants to Socrata a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the Saas Services.
  - 3.3 The Saas Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the Saas Services, Socrata has no control over a Public User's use, distribution, or misuse of Client Data. Socrata has no liability or obligation to indemnify for such usage. Users have the ability within the Saas Services to remove the public permissions applied to Client Data.
  - 3.4 Socrata reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
  - 3.5 While Socrata agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.
  - 3.6 Socrata may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the Saas Services, aggregated statistical analysis, technical support and other internal business purposes.
  - 3.7 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.8 Client retains all ownership and intellectual property rights to the Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Agreement, Socrata does not create or endorse any Data used in connection with the Saas Services. During the term of the Agreement, Client may export Client Data as allowed by the functionality within the Saas Services.
  - 3.9 If Client provides feedback, information, and/or or suggestions about the Saas Services, or any other

services provided hereunder, then Socrata (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions. You may not: (a) except as explicitly provided for herein, make the Saas Services or Documentation resulting from the Saas Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Saas Services; (c) access or use the Saas Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Saas Services or Documentation available to any third party other than as expressly permitted by this Agreement; (e) use the Saas Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the Saas Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Socrata's prior written consent); or (g) attempt to gain unauthorized access to the Saas Services or its related systems or networks.
5. Reservation of Rights. The Saas Services, other services, workflow processes, user interface, designs, and other technologies provided by Socrata pursuant to this Agreement are the proprietary property of Socrata and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Socrata. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Socrata reserves all rights unless otherwise expressly granted in this Agreement.
6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the Saas Services and any technical or policy controls, in compliance with the terms of this Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Agreement by your internal users and contractors.
7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Socrata promptly of any such unauthorized access; (d) may use the Saas Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the Saas Services, Client Data, and instructions to Socrata regarding the same.
8. Socrata Support. Socrata will provide Client support for the Saas Service at the Basic Support Level or at the level indicated in the Investment Summary under the terms of Socrata's Client Support Policy which is located in Exhibit C; Socrata will report scheduled maintenance windows, outages or other events affecting Client on Socrata's support site.
9. Client Data Backup. Client is providing Socrata a copy of Client Data. Client acknowledges and understands that Socrata and the Saas Services are not the system of record of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specifically agreed to in writing between Socrata and Client.

10. APIs. Socrata will provide access to the applicable application-programming interface ("API") as part of the Saas Services under the terms of this Agreement. Subject to the other terms of this Agreement, Socrata grants Client a non-exclusive, nontransferable, terminable license to interact only with the Saas Services as allowed by the current APIs.
  - a. Client may not use the APIs in a manner--as reasonably determined by Socrata--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Socrata can suspend Client's access to the APIs on a temporary or permanent basis. If Socrata terminates Client's access to the APIs on a permanent basis, Socrata shall provide the Client with written notice and 15 days opportunity to cure.
  - b. Socrata may change or remove existing endpoints or fields in API results upon at least 30 days' posted notice to Client, but Socrata will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Socrata may add new endpoints or fields in API results without prior notice to Client. The deprecation notice will be posted at <https://support.socrata.com>.
  - c. The APIs may be used to connect the Saas Services to certain hosted or on premise software applications not provided by Socrata ("Non-Socrata Applications"). Client is solely responsible for development, license, access to and support of Non-Socrata Applications, and Client's obligations under this Agreement are not contingent on access to or availability of any Non-Socrata Application.
  - d. Socrata does not own any open source code that may be provided with the APIs, and any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the Saas Services for its internal business purposes.
11. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures).
12. Notice of Data Breach. If Socrata knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the Saas Services to standard operability. If so required, Socrata will provide notice in accordance with applicable State data breach notification

laws.

## SECTION C- OTHER SERVICES

1. Other Services. If applicable, Socrata will provide Client the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Additional Services. If applicable, the Statement of Work and Investment Summary, found in the Attachments to this Agreement, describe the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. Unless otherwise noted therein, the price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
3. Other Services Warranty. We will perform the implementation-related services in a professional manner, consistent with industry standards. In the event we provide services that do not conform in your sole reasonable determination to this warranty, we will re-perform such services at no additional cost to you.
4. Site Access and Requirements. At no cost to us, upon prior written request by us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
5. Client Assistance. You acknowledge that the implementation of the Saas Services is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
6. Service Level Agreement & Warranty.

Service Warranty. Socrata warrants to Client that the functionality and/or features of the Saas Services will substantially perform as communicated to Client in writing or their functional equivalent, but Socrata has the right to update functionality. The support policies may change but will not materially degrade during the term. Socrata may deprecate features upon at least 30 days' written notice to Client, but Socrata will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>.

- 6.1 Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the Saas Service for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or

contractors, Service is not in the production environment, you are in breach of this Agreement, or you have not pre-paid SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA

Credit

99.9%

3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

6.2 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(7.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

#### SECTION D -THIRD-PARTY SERVICES

1. Third-Party Platform Services. Client will be provided with access and usage of Third-Party Services through use of the Saas Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts. As of the Effective Date, Third-Party Service contracts include the AWS Service terms located at <https://aws.amazon.com/service-terms/> and are provided as-is.
2. Disclaimer. You acknowledge that we are not the provider of any Third Party Platform Services. We do not warrant or guarantee the performance of the Third Party Platform Services.

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

1. Invoicing and Payment. We will invoice you the Saas Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).  
Recommend adding:
2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all Saas Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so. If the Parties are unable to resolve the Invoice Dispute, the Parties will invoke the Dispute Resolution process in Section H.4

#### SECTION F -TERM, TERMINATION, and SUSPENSION OF Saas SERVICES

1. Term. The initial term of this Agreement is up to five (5) years from the Contract Start Date April 1, 2019. The new term of this agreement is from the Contract Start Date April 1, 2019 to May 31, 2027 as indicated in the Investment Summary, unless earlier terminated as set forth below.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, Client will pay Socrata for all undisputed fees and expenses related to the Saas Services, products, and/or other services you have received, or Socrata has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
3. Failure to Pay Saas Fees. Client acknowledges that continued access to the Saas Services is contingent upon your timely payment of Saas Fees. If you fail to timely pay the Saas Fees, we may discontinue your access to the Saas Services. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
4. For Cause. If Client believes Socrata has materially breached this Agreement, you will invoke the Dispute

Resolution clause set forth in Section H(4). Client may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(4).

5. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the Saas Services.

In case by reason of Force Majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations pertaining to Insurance, Section G.6. herein, or Indemnification, Section 2. herein), so far as they are affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. Lack of Appropriations. If Client should not appropriate or otherwise make available funds sufficient to utilize the Saas Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused Saas Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience. Client shall not be obligated for payments hereunder for any future fiscal year unless or until Client appropriates funds for this Agreement in Client's budget for that fiscal year. In the event that funds are not appropriated, then this

Agreement may be terminated by the Client as the end of the last fiscal year for which funds were appropriated. Termination of this Agreement by Client under this Section E.1 shall not constitute a breach of this Agreement by the Client. Client shall notify Socrata in writing of such non-appropriation at the earliest possible date which, in any event, shall be prior to Socrata performing services during any fiscal year for which an appropriation has not been made. In the event Client notifies Socrata that sufficient funds have not been appropriated, or if in fact sufficient funds have not been appropriated, to compensate Socrata in accordance with this Agreement, Socrata may suspend Socrata's performance and terminate all Socrata licenses under this Agreement. Suspension of performance and termination of all Socrata licenses by Socrata in accordance with this section E.1 shall not constitute a breach of this Agreement by Socrata.

7. Fees for Termination without Cause during Initial Term. If Client terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, then Client shall provide 30 days written notice. If Client terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if Socrata terminates this Agreement during the initial term for Client's failure to pay Saas Fees, Client shall pay Socrata 100% of the Saas Fees through the date of termination. As of the execution date of this Amended and Restated Software as a Service Agreement, this clause is deleted.
8. Trial Service. Any no-cost trial service to which Client has access may be terminated at any time by either party with fifteen (15) days' prior written notice.
9. Return of Client Data. Upon request, Socrata will make the Saas Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
10. Return of Socrata Property. Upon termination of this Agreement, Client agrees to destroy or return all Socrata property that is in your possession. Upon our request, you will confirm your compliance with this

requirement in writing.

11. Suspension of Saas Services. Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on Saas Services, if, in our reasonable judgment, we discover your use of the Saas Services threatens the security, integrity, stability, or availability of the Saas Services, or is otherwise in violation of this Agreement, we may temporarily suspend the Saas Services, or Monthly Active Users' access thereto. Unless Client has conducted unscheduled penetration testing or unscheduled performance testing, Socrata will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any unscheduled penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the Saas Services.

## SECTION G- INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

### 1. Intellectual Property Infringement Indemnification.

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

claim at our expense.

1.2 Socrata's obligations under this Section G(l) will not apply to the extent the claim or adverse final judgment is based on Client's use of the Saas Services in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

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

1.4 If an infringement or misappropriation claim is fully litigated and Client's use of the Saas Services is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### 2. General Indemnification.

2.1 Socrata shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed

officials, employees, agents and representatives from any and all third party liability, claim, action or damage whatsoever, based or asserted upon any gross negligence or willful misconduct of Socrata, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or a violation of a law applicable to Socrata's performance under this agreement.. Socrata shall defend, at its sole expense, all costs and fees (including but not limited to attorney fees, cost of investigation, defense and including settlements or awards) the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Socrata, Socrata shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Client; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Socrata's indemnification to Client as set forth herein.

2.2 Socrata will not agree to a settlement that requires the County to perform or abstain from any action (including but not limited to making a payment) without the County's consent, not to be unreasonably withheld, and Socrata will not agree to any other settlement without giving the County advance notice thereof and a reasonable opportunity to provide feedback on that proposed settlement, which feedback Socrata will consider in good faith.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Socrata's obligations to indemnify and hold harmless Client.

Socrata's obligations under this Section G(2) will not apply to the extent the claim or adverse final judgment is based on Client's use of the Saas Services in contradiction of this Agreement, including with non-licensed third parties.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE SOCRATA TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, SOCRATA DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2). []
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL

**DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**6. Insurance.**

6.1 Insurance - Without limiting or diminishing Socrata's obligation to indemnify or hold Client harmless, Socrata shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation - Socrata shall maintain statutory Workers' Compensation insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside.

B. Commercial General Liability - Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Socrata's performance of its obligations hereunder. To the extent coverage provided by a commercial insurance policy, such policy shall name Client, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability - If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Socrata shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Client, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability Insurance - Socrata shall maintain Professional Liability Insurance providing coverage for Socrata's performance of work included in this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Socrata's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Socrata shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Socrata has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions For All lines - Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A:vm (A:8) unless such requirements are waived, in writing, by the Client's Risk Manager. If the Client's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

1) Socrata's insurance carrier must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$1,000,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the Client's Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the Client, and at the election of the Client's Risk Manager, Socrata's carrier shall either; 1) reduce or eliminate such deductibles or self-insured retentions with

respect to this Agreement, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.

2) Socrata shall cause Socrata's insurance carrier to furnish Client with either a) properly executed original certificates of insurance and certified original copies of endorsements effecting coverage as required herein, and b) if requested to do so orally or in writing by the Client's Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificates and policies of insurance shall contain the covenant of the insurance carrier that thirty (30) days written notice shall be given to Client prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless Client receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Socrata shall not commence operations until Client has been furnished original certificates of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

3) It is understood and agreed to by the parties hereto, that for claims arising out of the Agreement between the Parties and for the Commercial General Liability and Vehicle Liability insurance coverage, the certificates of insurance and policies shall so covenant and shall be construed as primary insurance, and Client's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

4) Socrata shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

5) The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to Client.

6) Socrata agrees to notify Client of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7) Failure of Socrata to maintain its insurance commitments throughout the term of this Agreement shall be grounds for termination of the Agreement for cause.

#### SECTION H - GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Federal Application. If applicable, the Saas Services and Documentation are a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the Saas Service and the Documentation that are provided under this agreement.
3. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
4. Dispute Resolution. The Parties agree to provide Socrata with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Socrata in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. To the extent permitted 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 parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of the parties may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Client or Socrata from seeking necessary injunctive relief during the dispute resolution procedures.
5. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
6. Nondiscrimination. Socrata will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
7. E-Verify. Socrata has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
8. Subcontractors. Socrata will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
9. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party.

10. Force Majeure. Except for Client's payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
11. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
12. Entire Agreement; Amendment. This Agreement and its Exhibits represent the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
14. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
15. Independent Contractor. Socrata is an independent contractor for all purposes under this Agreement.
16. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
17. Client Lists. Client agrees that Socrata may identify you by name in client lists, marketing presentations, and promotional materials.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade

secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

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

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

Governing Law. Socrata and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any applicable federal or state law, and regulations thereto, shall bind Client and Socrata, whether or not expressly provided in this Agreement. This Agreement shall be construed pursuant to the laws of the State of California. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and federal (if permitted by law and a Party elects to file an action in federal court) courts located in the County of Riverside, State of California.

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

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

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A: Investment Summary
- Exhibit B: Invoicing and Payment Policy
- Exhibit C: Socrata Support Policy
- Exhibit D: Statement of Work

23. Order of Precedence. Any ambiguity, conflict, or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- 1) Amended and restated agreement (This document)
- 2) Exhibit A: Investment Summary
- 3) Exhibit B: Invoicing and Payment Policy
- 4) Exhibit C: Socrata Support Policy
- 5) Exhibit D: Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party agrees to be bound by the terms of this Agreement and has executed this Agreement as of the date(s) set forth below.

Each party agrees that electronic signatures of the parties on this Amended and restated agreement and any amendment will have the same force and effect as a handwritten signature.

ACCEPTED AND AGREED:

COUNTY OF RIVERSIDE  
("County")

TYLER TECHNOLOGIES, INC.

Signature: *Jeff Hewitt*  
Jeff Hewitt  
Chairperson, Board of Supervisors  
Date: MAY 24 2022

Signature: *Hannah May*  
Printed Name: Hannah May  
Title: Senior Corporate Attorney  
Date: May 9, 2022

Attest:

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

Kecia Harper  
Clerk of the Board

County of Riverside  
3450 14<sup>th</sup> Street  
Fl. 4  
Riverside, CA 92501

By: *Zuly Martinez*

APPROVED AS TO FORM:  
County Counsel

By: *KB*  
Kristine Bell-Valdez  
Supervising Deputy County Counsel  
Dated: 5/5/2022



**EXHIBIT A  
INVESTMENT SUMMARY**

The following Investment Summary details the items to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Contract Start Date indicated below. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

The table below represents the Subscription Term from 4/1/2019 – 3/31/2022.



Quote By: Quote: Melanie Thaden  
 Quote Expiration: 6/9/2019  
 Quote Name: Riverside County (CA)- 2019 Renewal  
 Quote Number: 2018-62794  
 Quote Description:  
 Contract Start Date: 4/11/2019  
 Contract End Date: 3/31/2022

Sales Quotation for  
 Riverside County  
 PO Box 1326  
 Riverside, CA 92502-1326  
 Phone: •1 (951)486-6776

|                 | Year 1       | Year 2       | Year 3       | Year 4<br>(optional) |
|-----------------|--------------|--------------|--------------|----------------------|
| Recurring Costs | \$157,103.00 | \$157,103.00 | \$157,103.00 | \$157,103.00         |
| One Time Cost   | \$0.00       | \$0.00       | \$0.00       | \$0.00               |
| Total           | \$157,103.00 | \$157,103.00 | \$157,103.00 | \$157,103.00         |

1. For the SAS Subscription beginning April 1, 2021 and ending March 31, 2022 (Year 3), Client will split payments to Tyler based on the following dates and amounts:
  - a. April 1, 2021 to June 30, 2021: \$39,275.74
  - b. July 1, 2021 to March 31, 2022: \$117,827.26
2. For the SAS Subscription beginning April 1, 2022 and ending March 31, 2023 (Year 4), Client will split payments to Tyler based on the following dates and amounts:

- a. April 1, 2022 to June 30, 2022: \$39,275.74
- b. July 1, 2022 to March 31, 2023 \$117,827.26

3. Prior to June 1, 2022 the following products were procured:

Tyler Software and Related Services- Annual

| Description                             | Quantity | List Price | Annual Sales Price | Annual Up | Net Price |
|---|----------|------------|--------------------|-----------|-----------|
| <b>Software</b>                         |          |            |                    |           |           |
| Open Budget (1M-5M)                     | 1        | \$60,000   | \$24,000           | 0%        | \$24,000  |
| Open Expenditures(1M-5M)                | 1        | \$60,000   | \$24,000           | 0%        | \$24,000  |
| Publica Open Data Cloud (1M-5M)         | 1        | \$84,000   | \$24,000           | 0%        | \$24,000  |
| Perspectives (1M-5M)                    | 1        | \$54,000   | \$54,000           | 0%        | \$54,000  |
| <b>Add On</b>                           |          |            |                    |           |           |
| 50 Public Data Sets (1M-5M)             | 2        | \$6,000    | \$6,000            | 0%        | \$12,000  |
| 5 Perspective Creation Licenses (1M-5M) | 1        | \$2,700    | \$2,700            | 0%        | \$2,700   |
| <b>Education and Support</b>            |          |            |                    |           |           |
| Education Program Standard              | 1        | \$42,000   | \$16,403           | 0%        | \$16,403  |
| Support Program Basic                   | 1        | \$0        | \$0                | 0%        | \$157.103 |

| Product   | SKU                       | Description  |
|---|---------------------------|--|
| Open Budget (1M-5M)   | SOC-01-6                  | Open Budget Socrata Open Budget a software-as-a-service application that enables governments to publish their operating and capital budgets as Initiative, Interactive visualizations for use by internal stakeholders and the public.   |
| Open Expenditures (1M-5M)   | SOC-0E-6                  | Open Expenditures Socrata Open Expenditures is a software-as-a-service application that enables governments to publish their expenses data budgets as Initiative, Interactive visualizations for use by internal stakeholders and the public.  |
| Publica Open Data Cloud (1M-5M)                                       | SOC-00-6                  | Open Data (formerly called Publica) Socrata Open Data enables governments to publish data in a variety of as Initiative, Interactive forms for use by the public Open Data includes: Publishing services, APIs, web interface, and utilities to publish data, automate the update of published data, and design metadata. Discovery Category and search experience used to find open data on the open data site via keyword, category, or other parameters. Includes support for the DCAT and data JSON standards Site Analytics Dashboard providing insight into the usage of data, APIs, and other assets on the open data site. Includes support for Google Analytics integration and data export Site Administration Controls to manage user access and other basic settings of the open data site. Lenses and Expressions: Tools to create and explore interactive data visualizations, such as charts, Socrata Data Lens, and maps. Includes Socrata Data Plays: an embedded frame for including most Socrata visualizations on third party sites. Federation Services Service enabling cross-site sharing of open data site assets with other open data sites (e.g. nearby cities). Socrata Open Data API Programmatic interface and supporting documentation for all datasets published on the open data site. Open Data Network Connection to community of data publishers and consumers to enrich aspects of the data consumption experience. Includes federation of public data to <a href="http://www.opendatane트워크.com">www.opendatane트워크.com</a> . Unlimited consumption via mobile, desktop web, API Unlimited users. |
| Perspectives (1M-5M)  | SOC-0T-6                  | Perspectives Base License: Socrata Perspectives is an online software based tool that allows customers to create stories around their data. It is tightly integrated with the core Socrata platform and lets subject matter experts share the insights they have derived from their data. Authors can place dynamic Socrata-powered visualizations on a page and enrich them with textual narration, add third party content in pages, videos and advanced visualizations, and then publish the finished story to internal and external audiences.   |
| Education Program Standard  | SOC-F5-E0U-5              | Education Program - Standard Unlimited attendance and access to virtual instructor lead interactive online learning sessions and OnDemand education content  |
| Support Program Basic   | SOC-F5-S0P-0              | Basic Support Package. As set forth on <a href="https://support.com/inter-us/articles/216892643-Support-Policy">https://support.com/inter-us/articles/216892643-Support-Policy</a>   |
| 50 Public Datasets (1M-5M) &<br>Perspective Creation Licenses (1M-5M) | SOC-DATG-56<br>SOC-STAG-5 | Public Data Sources (50) (Database Capacity)<br>Perspective Creator User Licenses (5) (Creator Licenses)   |

4. After June 1, 2022, SKUs for Open Budget, Open Expenditures, Publica Open Data Cloud, Perspectives, 50 Public Datasets, 5 Perspective Creation Licenses, Education and Support are hereby removed and the Client's subscription license for the previously named SKUs are terminated as is Tyler's obligations to maintain, support, and update such product SKUs. For the avoidance of doubt, SOC-SCGC-DEP, that is being added to the Agreement for the subscription starting on June 1, 2022 includes the functionality of, Open Budget (1M-5M), Open Expenditures (1M-5M), Publica Open Data Cloud (1M-5M), Perspectives (1M-5), and One (1) Internal Data Sharing Domain/Site, 3 additional platform applications, as set forth in the Special Conditions below.

#### Product Descriptions

SOC-SCGC-DEP - Tyler Enterprise Data Platform - Department Edition: The full Socrata product suite. Limits: 50 Monthly Active Users, 1M External API calls, 4TB of data storage, 10K Alerts/month. Includes Silver Support and Standard Education. Excludes: Set-Up

SOC-SRV-00500 - Data & Insights Consultant (professional services). Socrata Consultants will provide expertise and best practices in data extraction, transformation, standardization and consumability. Using data to manage performance to results. Price is per hour.

Special Conditions:

SOC-SCGC-DEP includes the following:

- 200 Monthly Active users, a.k.a. Users
- Unlimited External API Calls
- Open Finance Cloud (which includes 1 Application of Open Payroll and replaces Open Budget and Open Expenditures)
- Publica Open Data Cloud (1M-5M) (which is the current Riverside County Open Data External Domain/Site)
- Open Performance Cloud (this replaces Perspectives and Perspectives Creation Licenses)
- One (1) Internal Data Sharing Domain/Site
- 3 additional platform applications: Any mix of the following three applications (totaling 3):
  - Executive Insights
  - Capital Project Explorer
  - Finance applications suite – Open Budget, Open Expenditures, or Open Payroll (each app counts as one)
  - X-Connect a.k.a. Citizen Connect

SOC-SCGC-DEP Does Not include the following:

- Any additional instances of Open Finance Cloud, Open Performance, or Open Data not defined above
- Recovery Insights
- Third Party Data
- Any other Tyler solution
- Assessment Connect
- Any Instance or Domain/Site that will be used to store or transmit Protected Health Information (PHI).

5. The pricing for Tyler Enterprise Data Platform - SOC-SCGC-DEP and related Professional Services Data & Insights Consultant - SOC-SRV-00500 for the term of June 1, 2022 through May 31, 2027 is indicated below:



Quoted By: Alyssa Villablanca  
 Quote Creation: 3/29/22  
 Quote Expiration: 5/31/22  
 Quote Name: Riverside County  
 Contract Start: 6/1/2022  
 Contract End: 5/31/2027

**Sales Quotation For:**  
 Riverside County  
 PO Box 1326  
 Riverside CA 92502-1326

Entity: Tyler Technologies, Inc.  
 EIN: 75-2303920

|                 | Year 1 - 6/1/2022-5/31/2023 | Year 2 - 6/1/2023-5/31/2024 | Year 3 - 6/1/2024-5/31/2025 | Year 4 - 6/1/2025-5/31/2026 | Year 5 - 6/1/2026-5/31/2027 |
|-----------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Recurring Costs | \$94,080.80                 | \$ 225,000                  | \$ 225,000                  | \$ 225,000                  | \$ 225,000                  |
| One-Time Cost   | \$ 49,980.00                | \$0                         | \$0                         | \$0                         | \$0                         |
| <b>Total</b>    | <b>\$144,060.80</b>         | <b>\$ 225,000</b>           | <b>\$ 225,000</b>           | <b>\$ 225,000</b>           | <b>\$ 225,000</b>           |

**Total Contract Value: \$1,044,060.80**

**Tyler Software and Related Services - Annual**

| Description  | SKU          | Monthly Term | Quantity | Total Price          |
|--|--------------|--------------|----------|----------------------|
| Socrata  |              |              |          |                      |
| <b>Software</b>  |              |              |          |                      |
| Tyler Enterprise Data Platform - Department Edition<br>(formerly Socrata Connected Government Cloud – SCGC Department Edition) | SOC-SCGC-DEP | 60           | 1        | \$ 994,080.80        |
| <b>TOTAL</b>   |              |              |          | <b>\$ 994,080.80</b> |

**Professional Services (One-Time Services)**

| Description                | Start Date | End Date | Quantity | Sales Price | Total Price      |
|----------------------------|------------|----------|----------|-------------|------------------|
| Socrata                    |            |          |          |             |                  |
| Data & Insights Consultant | 6/1/22     | 5/31/23  | 294      | \$ 170      | \$ 49,980        |
| <b>TOTAL</b>               |            |          |          |             | <b>\$ 49,980</b> |

**Maintenance / Uplift Schedule**

| Description   | SKU          | Start Date | End Date | Year 1       | Year 2     | Year 3     | Year 4     | Year 5     |
|---|--------------|------------|----------|--------------|------------|------------|------------|------------|
| Socrata   |              |            |          |              |            |            |            |            |
| <b>Software</b>                                     |              |            |          |              |            |            |            |            |
| Tyler Enterprise Data Platform - Department Edition | SOC-SCGC-DEP | 6/1/22     | 5/31/27  | \$ 94,080.80 | \$ 225,000 | \$ 225,000 | \$ 225,000 | \$ 225,000 |

6. The items set forth in this Exhibit, Section 5 are hereby added to the Agreement as of June 1, 2022 for a subscription term of June 1, 2022 to May 31, 2027. Payment of fees and costs for such items shall conform to the Tyler Payment Policy set forth in Exhibit B to this Amendment, and to the following terms:
- For the software for the SaaS Fees for SOC-SCGC-DEP – Socrata Connected Government Cloud aka Tyler Enterprise Data Platform, the invoicing schedule set forth in Amendment 2 will remain and the remaining net new total amount of \$144,060.80 will be for the period of performance of June 1, 2022 – May 31, 2023 under Amendment No. 3, and for the period of performance of **June 01, 2023 – May 31, 2027** the annual amount will be \$225,00.00 to be invoiced as set forth in the following mutually agreeable schedule.
  - The one-time service support cost in the amount of \$ 49,980 of this Amendment will be invoiced to the Client per the following mutually agreeable schedule:

## 7. Payment Schedule

|        |                              | <u>Amendment 2</u>   | Amount                | Invoice Date |
|--------|------------------------------|--|-----------------------|--------------|
|        |                              | Invoice for Amendment No. 2 (April- June 2022 - \$13,091.92 /month)  | \$39,275.76           | 4/1/2022     |
|        |                              | Invoice for Amendment No. 2 (July 1, 2022 to March 31, 2023 - \$13,091.92/month)   | \$117,827.26          | 7/1/2022     |
| Year   | Subscription Period          | <u>Amended and restated agreement</u>  | Amount                | Invoice Date |
| Year 1 | June 01, 2022- May 31, 2023  | <b>Invoice 1</b> (June 1, 2022 - March 31, 2023)   | \$117,876.96          | 6/1/2022     |
|        |                              | <b>Invoice 2</b> (April 1, 2023- May 31, 2023)   | \$26,183.84           | 4/1/2023     |
|        |                              | <b>Summary Total</b> (June 01, 2022- May 31, 2023) \$94,080 (\$5658.08/ month for 10 months June 2022 to March 2023 + \$18,750 for 2 months for April and May 2023) + (\$49,980) one time cost | total<br>\$144,060.80 |              |
| Year 2 | June 01, 2023 - May 31, 2024 | <b>Invoice 1</b> - June 2023   | \$18,750.00           | 6/1/2023     |
|        |                              | <b>Invoice 2</b> - July 2023 - May 2024  | \$206,250.00          | 7/1/2023     |
| Year 3 | June 01, 2024 - May 31, 2025 | <b>Invoice 1</b> - June 2024   | \$18,750.00           | 6/1/2024     |
|        |                              | <b>Invoice 2</b> - July 2024 - May 2025  | \$206,250.00          | 7/1/2024     |
| Year 4 | June 01, 2025 - May 31, 2026 | <b>Invoice 1</b> - June 2025   | \$18,750.00           | 6/1/2025     |
|        |                              | <b>Invoice 2</b> - July 2025 - May 2026  | \$206,250.00          | 7/1/2025     |
| Year 5 | June 01, 2026 - May 31, 2027 | <b>Invoice 1</b> - June 2026   | \$18,750.00           | 6/1/2026     |
|        |                              | <b>Invoice 2</b> - July 2026 - May 2027  | \$206,250.00          | 7/1/2026     |
|        |                              | <b>Total for Amendment No. 3</b>   | <b>\$1,044,060.80</b> |              |

- The SaaS Fees for the Professional Services will be \$49,980, which is 294 Hours @ \$170\$ per hour = \$49,980. These Professional Services will be invoiced monthly as incurred during the period of performance of June 1, 2022 through May 31, 2023. If additional work is required, or if the Client requests additional services, Tyler will provide Client with an addendum or change order, as applicable, outlining the costs for the additional work.
- The Statement of Work, attached as Exhibit D, is hereby added to the Agreement.
  - Section F (7) Fees for Termination without Cause during Initial Term, is removed from the Agreement in its entirety.
  - Delete the definition of "Monthly Active User" and replace with the following: "Monthly Active User" means any Active Account added to the Client's Site that is not a Guest User.
  - In the event of any inconsistency between the Agreement, as previously amended, and this Amendment, this

Amendment shall control.

12. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement will remain in full force and effect.

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## EXHIBIT B INVOICING AND PAYMENT POLICY

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

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

1. **SaaS Service Fees.** SaaS Service Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in the Amendment. Your annual SaaS fees for the initial term are set forth in the Investment Summary. During the subscription period, Tyler reserves the right to exercise the limits set forth in the Investment Summary and if those limits are exercised and Client wishes to add additional metrics or service hours, it will require a written contract Amendment.

2. **Other Items and Services.** Implementation and Other Services: If applicable, implementation and other professional services (including training) are billed in full up front at the commencement of the term.

3. **Payment.** Payment for undisputed invoices is due within forty-five (45) days of receipt of invoice. We prefer to receive payments electronically. Tyler's electronic payment information is available by emailing

**AR@tylertech.com.** Any billing inquiries by Client should be directed to Tyler's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com. Unless expressly set forth in the Investment Summary, fees are exclusive of taxes and third-party reseller fees.



**EXHIBIT C**  
**SOCRATA SUPPORT**  
**POLICY**

Socrata offers comprehensive Customer Support Programs to our customers. The Customer Support Program will be referenced in the license agreement or order form for Socrata. This document describes the policies that govern the Socrata Customer Support Programs. It defines the Customer Support Programs, their coverage levels, priorities, and response times. Should you require further information, please contact your Socrata Account Executive.

Last Updated: September 28, 2021 15:12

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Customer Support Programs

We are committed to helping you make your Socrata solution a success. We understand that each organization has unique needs, and our Customer Support Programs are designed to let you choose the right program to meet your team needs. To ensure your success, we offer the following customer support plans with various services included as defined by the program.

| <b>Support Services</b> | <b>Basic</b> | <b>Silver</b> | <b>Gold</b> | <b>Platinum</b> |
|-------------------------|--------------|---------------|-------------|-----------------|
| Phone and Email Support | 12x5*        | 12x5*         | 12x5*       | 12x5*           |
| Online Knowledge Base   | X            | X             | X           | X               |
| Service Level Agreement |              | X             | X           | X               |
| Coaching                |              | 30 hours      | 75 hours    | 150 hours       |

**\*12x5 defined as: 6:00am - 6:00pm PDT, Monday-Friday, excluding US Federal Holidays ("Business Hours")**

**Managed Care Programs**

In addition to the programs above, Socrata offers Managed Care Support services for customers with a custom Socrata Solution. A Managed Care Support Program offers technical maintenance to support the long term success of a custom Socrata Solution, ensuring that

development resources required to maintain the performance of a custom Socrata Solution are available.

| <b>Additional Support Services</b> | <b>Basic</b> | <b>Silver</b> | <b>Gold</b> | <b>Platinum</b> |
|------------------------------------|--------------|---------------|-------------|-----------------|
| Managed Care Program               | N/A          | X             | X           | X               |
| Development Hours                  | N/A          | 15            | 50          | 150             |

If you have previously purchased one of our legacy programs such as Support - Premier. Please contact your account executive for more information.

### **Online Support**

Socrata Customer Support is a service provided for reporting and tracking issues with the Socrata platform and products. It includes the ability to enter new requests and track the status and any updates regarding previously reported issues. The Customer Support Center is accessed through the Knowledge base at <https://support.socrata.com/>. Email support allows users to email: [socrata-support@tylertech.com](mailto:socrata-support@tylertech.com) to receive assistance over email.

### **Online Knowledge Base**

The Socrata online knowledge base is available at <http://support.socrata.com/home>. The portal provides the online how-to guides, frequently asked questions, videos, and a library of information to support a best practices approach to using Socrata. It also serves as a portal for accessing the other support features.

### **Phone Support**

The Phone Support option allows users to call Customer Support Specialists (“CSS”) at 1-(888)997-6762 and receive assistance over the phone. All requests logged over the phone can be statused online.

### **Coaching**

Coaching hours allow access to one of Socrata's Technical Consulting Coaches by phone and screen share. These hours can be used for questions or issues with data ingress, publishing datasets, curating visualizations, creating stories, and other topics once an implementation is complete. A Coaching Session can be scheduled by contacting [socrata-coaching@tylertech.com](mailto:socrata-coaching@tylertech.com).

### **Hours of Operations (“Business Hours”)**

Socrata Customer Support is available during the following business hours (Pacific Standard Time) weekdays 6:00 am - 6:00 pm, excluding U.S. Federal Holidays.

Socrata Customer Support will observe the following US Federal holidays (CSS will not be available these days):

- New Year’s Day
- Martin Luther King Jr. Day
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

For information at any time on the status of Socrata's platform and services, we maintain a status site at <http://status.socrata.com/>. We recommend all customers subscribe to updates.

### Submitting a Support Request

Support requests can be logged in the following manner (according to your support plan):

| Contact Method | Details                       |
|----------------|-------------------------------|
| Telephone      | 1-888-997-6762 (toll-free)    |
| Email          | socrata-support@tylertech.com |

A Support request is a single, reproducible problem, issue, symptom or question relating to the Socrata software that requires assistance to resolve. Socrata will work with the customer contact to resolve the Support Request. Examples of how requests may be resolved (closed) include:

- The end-user advises that the Support Request is resolved or can be closed.
- The issue is found not to be due to an error in the Socrata software.
- Information is provided to the end-user on how to correctly use the Socrata software.
- A workaround to achieve similar results is provided and accepted by the end-user.
- The end-user is informed that a version release that contains the required correction is scheduled.
- The Support Request is a feature request or enhancement and has been logged with the product team and prioritized accordingly.
- The Support request is a change in existing functionality and has been prioritized as a product enhancement.
- The Support Request is identified as a third party vendor issue and the end user agrees that the Support Request can be re-assigned to the third party for resolution.
- It is determined that the end-user would benefit from additional training and education on the Socrata software and recommendations are made accordingly.
- The issue cannot be reproduced in a standard environment and has been referred to Socrata Consulting Services to assess End User local and/or environmental issues.
- The Support Request has been open for more than 10 consecutive business days awaiting a response from the end-user.

### Support Request Handling

There are typically four phases in the process to resolution for a Customer Support Request:

| Phase | Process | Response Definition |
|-------|---------|---------------------|
|-------|---------|---------------------|

|                                  |   |  |
|----------------------------------|---|--|
| Initial Response                 | A Customer Support Specialist reviews logged customer issues and confirms receipt of the issue and has logged all relevant information.   | The initial response is defined as the time from when an issue was logged by a Customer and the Customer Support Specialist is assigned and confirms receipt of the issue.   |
| Analysis / Problem determination | The CSS will analyze and confirm they can replicate the issue. This phase may require the Customer to provide additional information and/or test scenarios. The CSS will determine if the issue is a bug and escalate to the product engineering team for scheduling into an upcoming product release. The CSS may also be able to provide a reasonable workaround. | This stage starts the definition of the Resolution response time. The Resolution time is defined as the time from when the issue was replicated to the time a reasonable correction or workaround was delivered to the customer. |
| Monitor                          | A reasonable workaround or correction has been delivered to the Customer, and the assigned Customer Support Specialist is awaiting feedback from the Customer to verify that the solution resolves the request.   | The Customer will have up to 5 business days to test and confirm the workaround or correction reasonably resolves the problem.   |
| Close / Resolution               | The workaround or correction provided has been confirmed to resolve the issue.  | If a Customer does not provide confirmation within 5 business days after receiving the reasonable resolution, the request will be closed.  |

**Note: All issues confirmed as enhancement requests do not qualify under the SLA commitment policies. These requests will be documented with our product development team for consideration in a future release.**

The web interface at <https://support.socrata.com/hc/en-us/requests/new> is a good method of submitting tickets to the Socrata Support team. Customers may submit any issue online, and monitor previously submitted issues. To log an issue, simply send an email to [socrata-support@tylertech.com](mailto:socrata-support@tylertech.com), or call our support line at 1-888-997-6762.

#### Customer Support Request Priorities

Each Customer Support Request is assigned a priority by Socrata based on the technical severity of the request. The combination of the Customer Support Program and Request Priority determines the SLA commitment time frame. Request Priority is determined by:

- The Customer's ability to use the software to execute the intended business function;
- The extent to which the Customer is unable to perform that function; and
- The impact on the Customer's business in the standard use of the functionality as designed by Socrata.

| Priority | Recommended Contact Method | Description  |
|----------|----------------------------|--|
| Urgent   | Phone                      | Socrata production environment is not available or core functionality is critically affected or data loss or data integrity compromised or widespread failure; no acceptable workaround or alternative solution available.                           |
| High     | Phone                      | Socrata production environment is seriously affected; required functionality use is restricted or unusable; no acceptable workaround or alternative solution is available.   |
| Normal   | Web                        | Socrata functionality is restricted but operational, or some operations are impaired; an acceptable workaround or alternative solution is available to resolve the restriction or limitation and allow reasonable use of the production environment. |
| Low      | Web                        | Socrata is generally unaffected; general usage questions, enhancement requests, product education, change to documentation; an acceptable workaround or alternative solution is either available or not required.                                    |

**Note: All issues submitted by email will be classified as Normal by default.**

#### Support Request Target Resolution Times

Customer Support Requests requiring product code changes will not be held to the corresponding Resolution Times; however, in the case of a product defect, with an Urgent priority, reasonable attempts will be made by Socrata Engineering to provide a correction and/or Customer Support to supply a workaround. Customer Support Requests are often resolved more quickly than the target times.

| First Response Times | Basic    | Silver    | Gold     | Platinum |
|----------------------|----------|-----------|----------|----------|
| Urgent               | 2 hours  | 1.5 hours | 1 hour   | 1/2 hour |
| High                 | 4 hours  | 3 hours   | 2 hours  | 1 hour   |
| Normal               | 8 hours  | 8 hours   | 4 hours  | 3 hours  |
| Low                  | 24 hours | 16 hours  | 12 hours | 8 hours  |

**Note: All hours refer to hours as counted during our business hours.**

| Target Resolution Times* | Basic   | Silver  | Gold    | Platinum |
|--------------------------|---------|---------|---------|----------|
| Urgent                   | 1 day   | 1 day   | 1 day   | 1 day    |
| High                     | 20 days | 15 days | 10 days | 5 days   |
| Normal                   | 30 days | 25 days | 20 days | 10 days  |
| Low                      | 60 days | 30 days | 25 days | 20 days  |

**Note: Days are defined as Business days. \*The response and resolution time targets listed represent a standard of average response and resolution times for all customers over a weekly average for all issues logged, rather than a resolution time for a single issue.**

### **Defect Resolution Process**

Customer Support Requests reported to Socrata may be confirmed as a product defect. In the event that a product defect is confirmed and a fix is required, Socrata will take reasonable measures to ensure a timely release of a fix to the product defect, in keeping with our current standards for software development, testing, quality assurance, and production release.

The following outlines the process for resolving a confirmed product defect:

1. Customer reports the issue to Socrata Customer Support and a Customer Support Request is created.
2. Socrata Customer Support works with the Customer to determine if the issue is a product defect and will document the symptoms and the steps followed to duplicate the issue. A defect report of the issue is created.
3. Once the issue has been documented, it is escalated to a Socrata Engineering Manager for additional troubleshooting and diagnostics. Socrata Customer Support will continue to provide updates to Customer.
4. Upon completion of diagnosis and understanding of cause and definition of correction required, the issue will be assigned to a Product Development team.
5. The Product Development Team will schedule into the appropriate release cycle and determine an estimated date for the release of the fix.
6. Quality assurance verifies the fix and confirms the estimated deployment date for the specified defect.
7. Customer Support will provide updates to the Customer during the process and when the fix has been deployed.
8. Customer will verify the fix in their environment and confirm it reasonably corrects the defect.
9. The Customer Support Request will then closed.

### Scope of Support

Support is provided whereby the end-user identifies a reproducible problem or issue related to the Socrata software that requires assistance to resolve.

For information about supported browsers, please visit: <https://support.socrata.com/hc/en-us/articles/202951618>

Examples of support requests that are included within a Support Plan:

- The Socrata software does not perform substantially in accordance with the current documentation.
- The end-user is unable to make the Socrata software platform perform substantially in accordance with the then-current do umentation

- The end-user is unable to gain access to the Socrata software.
- The Socrata software does not appear to be operational or function as designed.

Examples of support requests that are NOT included within a Support plan (but not limited to):

- Issues arising where significant training is required to assist the customer. (These will require guiding customers to online education options or their Account Executive to provide them with an education program that is appropriate.)
- Issues arising from the completeness, accuracy or quality of data. (These can be resolved with a consulting services engagement)
- Changes to the Socrata environment that would normally relate to implementation activities, such as modifications to customizations, integrations, etc.. (These can be resolved with a Consulting Services engagement)
- Bug defects caused by internet browsers outside of [Socrata's supported browsers](#).
- For support requests not included within a support plan, Socrata may respond to such requests on a time and materials basis.

Additional components of your Support Plan:

- New Releases: Features new capabilities and improvements in scalability and performance
- Maintenance Releases: Incremental changes that address any issues with the software that have been reported by the customer or through Socrata's own investigations.

Support Maintenance Schedule

Please see [Socrata's Maintenance Window Policy article](#) for more detail.

We at Socrata strive to maintain the highest levels of availability for its customer's sites. However, some maintenance may require us to bring our platform down for short periods of time in order to perform upgrades or network changes. This is a standard policy in the SaaS world and gives us the chance to fix bugs, improve security, and add the capability for exciting new features while minimizing the disruption to our customer base.

We schedule maintenance windows once per month where we reserve the option to bring the Socrata platform down for maintenance and can be viewed at [status.socrata.com](http://status.socrata.com). The maintenance window schedule is subject to change. Socrata will provide a window maintenance schedule notice upon login for any scheduled maintenance outside of these normally scheduled times.

On-site maintenance notification reminders will be posted publicly on each Socrata-powered data site at least 48 hours before the beginning of the maintenance window. An alternative status page will be displayed during scheduled maintenance windows.

**Exhibit D**  
**Statement of Work**

This SOW will supplement prior SOWs, if any, for work to commence on June 1, 2022

## Riverside County

SOW from Tyler Technologies, Inc.

3/31/2022

Presented to:  
Tom Mullen  
4080 Lemon Street  
Riverside, CA 92501

Contact:  
Brett Nalder  
[Brett.nalder@tylertech.com](mailto:Brett.nalder@tylertech.com)  
255 S King St., Suite 1100, Seattle, WA 98104

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- # Part 1: Executive Summary

## Project Overview

### Introduction

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

### Project Goals

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

The overall goals of the project are to:

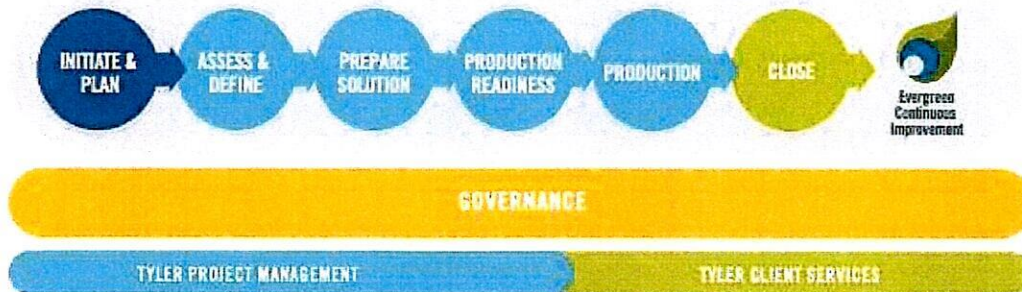
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

### Methodology

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

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

## Tyler's Six Stage Project Methodology



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

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

## Iterative Project Model



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

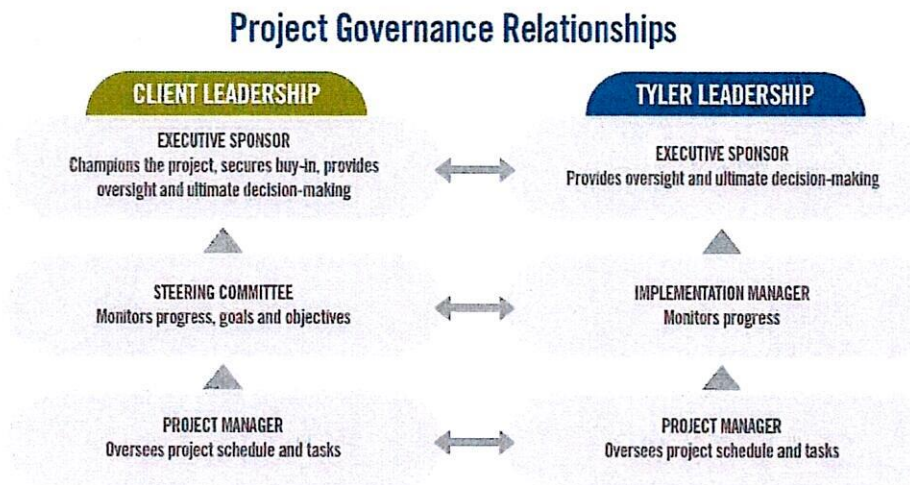
- Part 2: Project Foundation

## Project Governance

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

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

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



# Project Scope Control

## Managing Scope and Project Change

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



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

## Change Control

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

## Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to the County; for example, the County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

The nature of the change.

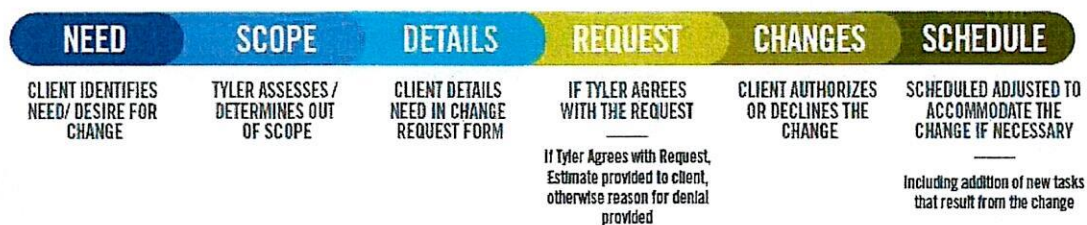
A good faith estimate of the additional cost or associated savings to the County, if any.

The timetable for implementing the change.

The effect on and/or risk to the schedule, resource needs or resource responsibilities.

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

## Change Request Process



## Acceptance Process

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

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

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The the County project manager will strive to gain deliverable and decision approvals from all authorized the County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each the County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

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

The the County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the the County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

If the the County does not agree the particular Deliverable or Control Point meets requirements, the the County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the County, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### Tyler Roles & Responsibilities

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

### Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as

needed in order to escalate and facilitate implementation Project tasks and decisions.

Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the County 's overall organizational strategy.

Authorizes required Project resources.

Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.

Acts as the counterpart to the County 's executive sponsor.

## **Tyler Implementation Manager**

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with the County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.

Assigns Tyler Project personnel.

Provides support for the Project team.

Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.

Monitors Project progress including progress towards agreed upon goals and objectives.

## **Tyler Project Manager**

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

### **Contract Management**

Validates contract compliance throughout the Project.

Ensures Deliverables meet contract requirements.

Acts as primary point of contact for all contract and invoicing questions.

Prepares and presents contract milestone sign-offs for acceptance by the County project manager(s).

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

### **Planning**

Delivers project planning documents.

Defines Project tasks and resource requirements.

Develops initial Project schedule and Project Management Plan.

Collaborates with the County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

### **Implementation Management**

Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.

Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.

Establishes risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the County any items that may impact

the outcomes of the Project.

Collaborates with the County's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.

Collaborates with the County's project manager(s) to set a routine communication plan that will aide all Project team members, of both the County and Tyler, in understanding the goals, objectives, current status, and health of the Project.

### **Resource Management**

Acts as liaison between Project team and Tyler manager(s).

Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.

Provides direction and support to Project team.

Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.

Assesses team performance and adjusts as necessary.

Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

### **Tyler Implementation Consultant**

Completes tasks as assigned by the Tyler project manager(s).

Documents activities for services performed by Tyler.

Guides the County through software validation process following configuration.

Assists during Go-Live process and provides support until the County transitions to Client Services.

Facilitates training sessions and discussions with the County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

### **Tyler Sales**

Supports Sales to Implementation knowledge transfer during Initiate & Plan.

Provides historical information, as needed, throughout implementation.

Participates in pricing activities if additional licensing and/or services are needed.

### **Tyler Technical Services**

Maintains Tyler infrastructure requirements and design document(s).

Involved in system infrastructure planning/review(s).

Provides first installation of licensed software with initial database on servers.

Supports and assists the project team with technical/environmental issues/needs.

Deploys Tyler products.

## **the County Roles & Responsibilities**

the County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### **the County Executive Sponsor**

The the County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the the County steering committee, project manager(s), and functional leads

to make critical business decisions for the County.

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

### **the County Steering Committee**

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

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

### **the County Project Manager**

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

### **Contract Management**

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

### **Planning**

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the County project team.
- Collaborates in the development and approval of the project schedule.

Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

### **Implementation Management**

Tightly manages project budget and scope.

Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.

Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.

Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.

Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.

Routinely communicates with both the County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.

Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

### **Resource Management**

Acts as liaison between project team and stakeholders.

Identifies and coordinates all the County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.

Provides direction and support to project team.

Builds partnerships among the various stakeholders, negotiating authority to move the project forward.

Manages the appropriate assignment and timely completion of tasks as defined.

Assesses team performance and takes corrective action, if needed.

Provides guidance to the County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.

Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

Ensures that users have appropriate access to Tyler project toolsets as required.

Conducts training on proper use of toolsets.

Validates completion of required assignments using toolsets.

### **the County Functional Leads**

Makes business process change decisions under time sensitive conditions.

Communicates existing business processes and procedures to Tyler consultants.

Assists in identifying business process changes that may require escalation.

Contributes business process expertise for Current & Future State Analysis.

Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.

Validates that necessary skills have been retained by end users.

Provides End Users with dedicated time to complete required homework tasks.

Acts as an ambassador/champion of change for the new process and provide business process change support.

Identifies and communicates any additional training needs or scheduling conflicts to the County project manager.

Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

- Task completion
- Stakeholder Meeting
- Project Management Plan development

- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of the County resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

### **the County Power Users**

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

### **the County End Users**

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

### **the County Technical Lead**

Coordinates updates and releases with Tyler as needed.  
 Coordinates the copying of source databases to training/testing databases as needed for training days.  
 Coordinates and adds new users, printers and other peripherals as needed.  
 Validates that all users understand log-on process and have necessary permission for all training sessions.  
 Coordinates interface development for the County third party interfaces.  
 Develops or assists in creating reports as needed.  
 Ensures on-site system meets specifications provided by Tyler.  
 Assists with software installation as needed.

### **the County Upgrade Coordination**

Becomes familiar with the software upgrade process and required steps.

Becomes familiar with Tyler's releases and updates.

Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the County's software upgrade process.

Assists with the software upgrade process during implementation.

Manages software upgrade activities post-implementation.

Manages software upgrade plan activities.

Coordinates software upgrade plan activities with the County and Tyler resources.

Communicates changes affecting users and department stakeholders.

Obtains department stakeholder acceptance to upgrade production environment.

### **the County Change Management Lead**

Validates that users receive timely and thorough communication regarding process changes.

Provides coaching to supervisors to prepare them to support users through the project changes.

Identifies the impact areas resulting from project activities and develops a plan to address them proactively.

Identifies areas of resistance and develops a plan to reinforce the change.

Monitors post-production performance and new process adherence.

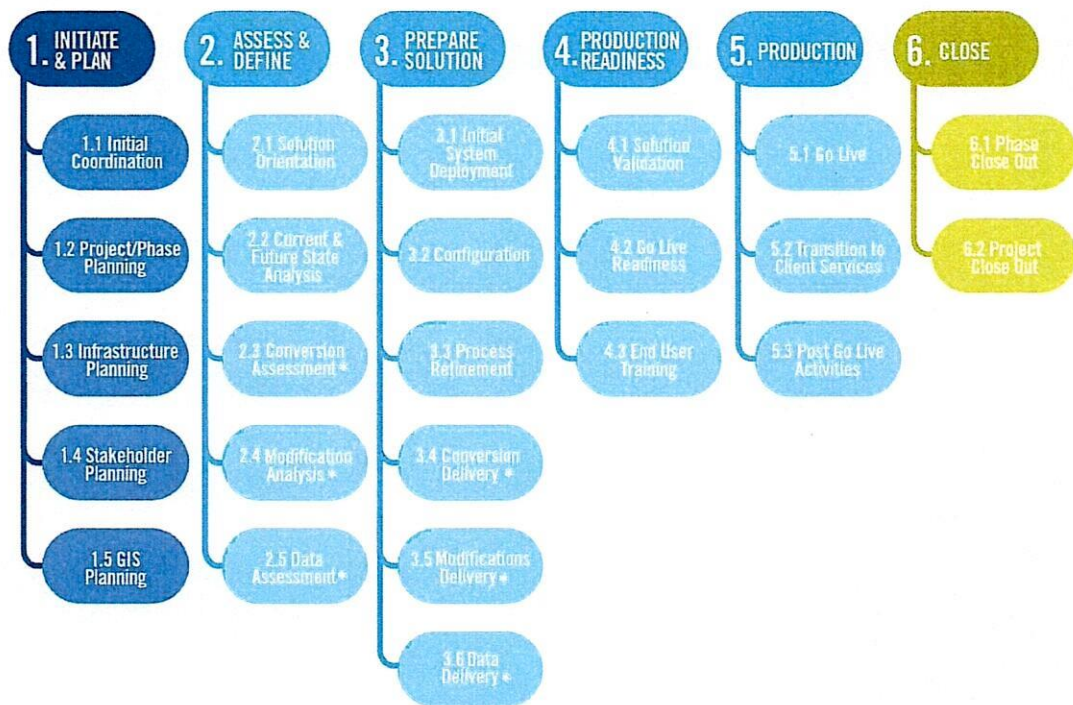
- Part 3: Project Plan

## Project Stages

### Work Breakdown Structure

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

## Work Breakdown Structure (WBS)



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

## Initiate and Plan

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

### Initial Coordination

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

#### Objectives:

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

| STAGE 1   | Initial Coordination |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|---|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
|   | Tyler                |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                                |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager    | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned  | A                    | R                      | C               | I                         | I            | I                     | I                  |                 | I                 |                    | I               |                  |                         |                                |                  |           |                 |
| Client project team is assigned   |                      |                        |                 |                           |              |                       |                    |                 | A                 | I                  | R               | I                | I                       | I                              |                  |           |                 |
| Provide initial project documents to the County   |                      | A                      | R               | C                         |              |                       | C                  |                 | I                 |                    | I               |                  |                         |                                |                  |           |                 |
| Gather preliminary information requested  |                      |                        | I               |                           |              |                       |                    |                 | A                 |                    | R               | C                |                         | C                              |                  | C         | C               |
| Sales to implementation knowledge transfer  |                      | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | I               |                  |                         |                                |                  |           |                 |
| Create Project Portal to store project artifacts and facilitate communication           |                      | A                      | R               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                                |                  |           |                 |

|        |                    |
|--------|--------------------|
| Inputs | Contract documents |
|        | Statement of Work  |

|                      |                                     |
|----------------------|-------------------------------------|
| Outputs/Deliverables | Completed initial project documents |
|                      | Project portal                      |

**Work package assumptions:**

Project activities begin after the agreement has been fully executed.

**Project/Phase Planning**

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

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

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

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

| STAGE 1   | Project/Phase Planning |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                  |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                                      |                  |           |                 |
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| Schedule and conduct planning session(s)  |                        | A                      | R               |                           |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                                      |                  |           |                 |
| Develop Project Management Plan   |                        | A                      | R               |                           |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                                      |                  |           |                 |
| Develop initial project schedule  |                        | A                      | R               | I                         | I            | I                     | I                  |                 | I                 | I                  | C               | C                | I                       | I                                    | C                |           | I               |

|        |                                |
|--------|--------------------------------|
| Inputs | Contract documents             |
|        | Statement of Work              |
|        | Guide to Starting Your Project |

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

**Work package assumptions:**

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

**Infrastructure Planning**

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

**Objectives:**

Ensure the County's infrastructure meets Tyler's application requirements.

Ensure the County's infrastructure is scheduled to be in place and available for use on time.

| STAGE 1   | Infrastructure Planning |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                   |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Provide Infrastructure Requirements and Design Document                                 |                         | A                      | R               |                           | C            |                       | C                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | I               |
| Initial Infrastructure Meeting  |                         | A                      | R               |                           | C            |                       | C                  |                 |                   |                    | C               |                  |                         |                                      |                  |           | C               |
| *Schedule SaaS Environment Availability   |                         | A                      | R               |                           |              |                       | C                  |                 |                   |                    | I               |                  |                         |                                      |                  |           |                 |
| *Schedule Hardware to be Available for Installation                                     |                         |                        | I               |                           |              |                       | I                  |                 | A                 |                    | R               |                  |                         |                                      |                  |           | C               |

|  |  |   |   |  |  |  |   |  |  |   |  |  |  |  |  |   |
|--|--|---|---|--|--|--|---|--|--|---|--|--|--|--|--|---|
| Schedule Installation of All Licensed Software |  | A | R |  |  |  | C |  |  | I |  |  |  |  |  | I |
| Infrastructure Audit                           |  | A | R |  |  |  | C |  |  | I |  |  |  |  |  | C |

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

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

### Stakeholder Meeting

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

**Objectives:**

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

| STAGE 1   | Stakeholder Meeting |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler               |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                                      |                  |           |                 |
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| Create Stakeholder Meeting Presentation   | I                   | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               |                  | I                       |                                      |                  |           |                 |
| Review Stakeholder Meeting Presentation   |                     | I                      | C               |                           |              |                       |                    |                 | A                 |                    | R               |                  | C                       |                                      |                  |           |                 |
| Perform Stakeholder Meeting Presentation  | I                   | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               | I                | I                       | I                                    | I                | I         | I               |

|        |                         |
|--------|-------------------------|
| Inputs | Agreement               |
|        | SOW                     |
|        | Project Management Plan |

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

**Work package assumptions:**

None

**Intentionally left blank.**

**Control Point 1: Initiate & Plan Stage Acceptance**

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

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

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the County
- Stakeholder meeting complete

**Assess & Define**

The Assess & Define stage will provide an opportunity to gather information related to current the County business processes. This information will be used to identify and define business processes utilized with Tyler software. the County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

**Solution Orientation**

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

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

**Objectives:**

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

| STAGE 2   | Solution Orientation |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Provide pre-requisites  |                      |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                                    | I                |           | I               |
| Complete pre-requisites   |                      |                        |                 |                           |              |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           | C               |
| Conduct orientation   |                      |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                                    | I                |           | I               |

|        |                                |
|--------|--------------------------------|
| Inputs | Solution orientation materials |
|        | Training Plan                  |

### Current & Future State Analysis

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

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

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

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

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

| STAGE 2 | Current & Future State Analysis |        |
|---------|---------------------------------|--------|
|         | Tyler                           | Client |

|   |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| <p> <b>RACI MATRIX KEY:</b><br/> R = Responsible<br/> A = Accountable<br/> C = Consulted<br/> I = Informed </p> | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Current State process review  |                   |                        | A               | R                         | I            | I                     | I                  |                 |                   |                    | C               | C                | C                       | C                                    |                  |           | C               |
| Discuss future-state options  |                   |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                                    |                  |           | C               |
| Make future-state decisions (non-COTS)  |                   |                        | C               | C                         | C            | C                     | C                  |                 |                   |                    | A               | R                | I                       | C                                    |                  |           | C               |
| Document anticipated configuration options required to support future state                                     |                   |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | I               | I                | I                       | I                                    |                  |           | I               |

|        |                                    |
|--------|------------------------------------|
| Inputs | Client current state documentation |
|        | Solution Orientation completion    |

|                        |  |   |
|------------------------|--|---|
| Outputs / Deliverables |  | Acceptance Criteria [only] for Deliverables |
|                        | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document                        |

**Work package assumptions:**

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

**Intentionally left blank.**

**Data Assessment**

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and the County teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for the County’s current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

**Objectives:**

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

| STAGE 2   | Data Assessment   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler             |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Conduct data assessment based on Current & Future State Analysis                        |                   |                        | A               |                           | R            |                       |                    |                 |                   |                    | C               | I                |                         | C                                    | C                |           | C               |
| Identify data integration touchpoints with the County source system                     |                   |                        | A               |                           | R            |                       |                    |                 |                   |                    | C               | I                |                         | C                                    | C                |           | C               |
| Create an automated publishing plan for prioritized in-scope datasets                   |                   |                        | A               |                           | R            |                       |                    |                 |                   |                    | C               | I                |                         | C                                    | C                |           | C               |

|        |  |
|--------|--|
|        | Inputs   |
| Inputs | Documented data workflows for extract, transform, and load (ETL) of prioritized datasets |

|                        |   |   |
|------------------------|---|---|
| Outputs / Deliverables |   | Acceptance Criteria [only] for Deliverables   |
|                        | Solution Design Document, including documented data workflows and data governance | Client acceptance of Solution Design Document |

**Work package assumptions:**

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the County representatives to identify business rules before writing the conversion.
- the County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

**Control Point 2: Assess & Define Stage Acceptance**

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

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

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Solution design document

**Prepare Solution**

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

**Initial System Deployment**

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

**Objectives:**

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

| STAGE 3   | Initial System Deployment (Hosted/SaaS)* |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|--|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                                    |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Prepare hosted environment  |  |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Install Licensed Software with Initial Database on Server(s) for Included Environments  |  |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Install Licensed Software on Client   |  |                        | I               |                           |              |                       | C                  |                 |                   |                    | A               |                  |                         |                                      |                  |           | R               |

|  |  |  |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |   |
|--|--|--|---|--|--|--|---|--|--|--|---|--|--|--|--|--|--|--|---|
| Devices (if applicable)                              |  |  |   |  |  |  |   |  |  |  |   |  |  |  |  |  |  |  |   |
| Tyler System Administration Training (if applicable) |  |  | A |  |  |  | R |  |  |  | I |  |  |  |  |  |  |  | C |

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

**Work package assumptions:**

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

**Configuration**

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

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

**Objectives:**

- Software is ready for validation.
- Educate the County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

|   |                      |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| <b>STAGE 3</b>  | <b>Configuration</b> |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|   | Tyler                |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                                      |                  |           |                 |
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|  |  |  |   |   |  |  |  |   |  |  |   |   |  |   |  |   |
|--|--|--|---|---|--|--|--|---|--|--|---|---|--|---|--|---|
| Conduct configuration training                                 |  |  | A | R |  |  |  |   |  |  | I | C |  | C |  |   |
| Complete Tyler configuration tasks (where applicable)          |  |  | A | R |  |  |  |   |  |  | I | I |  | I |  |   |
| Complete Client configuration tasks (where applicable)         |  |  | I | C |  |  |  |   |  |  | A | R |  | C |  |   |
| Standard interfaces configuration and training (if applicable) |  |  | A | R |  |  |  | C |  |  | I | C |  | C |  | C |
| Updates to Solution Validation testing plan                    |  |  | C | C |  |  |  |   |  |  | A | R |  | C |  | C |

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

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

**Work package assumptions:**

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

**Process Refinement**

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

**Objectives:**

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

|   |                           |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|---------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| <b>STAGE 3</b>  | <b>Process Refinement</b> |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|   | Tyler                     |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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|   |                           |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |

|  |  |  |   |   |  |  |   |  |  |   |   |   |   |   |  |  |   |
|--|--|--|---|---|--|--|---|--|--|---|---|---|---|---|--|--|---|
| Conduct process training                                     |  |  | A | R |  |  |   |  |  |   | I | C | I | C |  |  |   |
| Confirm process decisions                                    |  |  | I | C |  |  |   |  |  | A | R | C | I | C |  |  |   |
| Test configuration   |  |  | I | C |  |  |   |  |  |   | A | R |   | C |  |  |   |
| Refine configuration (Client Responsible)                    |  |  | I | C |  |  |   |  |  |   | A | R |   | C |  |  |   |
| Refine configuration (Tyler Responsible)                     |  |  | A | R |  |  |   |  |  |   | I | I |   | I |  |  |   |
| Validate interface process and results                       |  |  | I | C |  |  | C |  |  |   | A | R |   | C |  |  | C |
| Update client-specific process documentation (if applicable) |  |  | I | C |  |  |   |  |  |   | A | R |   | C |  |  |   |
| Updates to Solution Validation testing plan                  |  |  | C | C |  |  |   |  |  |   | A | R |   | C |  |  | C |

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

|                        |   |   |
|------------------------|---|---|
| Outputs / Deliverables |   | Acceptance Criteria [only] for Deliverables |
|                        | Updated solution validation test plan                                     |   |
|                        | Completed client-specific process documentation (completed by the County) |   |

**Work package assumptions:**

None

**Intentionally left blank.**

**Data Delivery**

The Data Assessment completed in Stage 2 will provide the implementation team the design/plan for execution of the data delivery. The implementation team will execute the configuration of the administration of data governance within the system as well as the initial data workflows.

The implementation team will configure metadata within the system for the County’s data program. The implementation team will deliver the data workflows from the source system(s) into the Tyler system as documented during the Data Assessment.

**Objectives:**

Data workflows are established; key data sets are on the platform (D&I).

| STAGE 3   | Data Delivery (Socrata) |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler                   |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                                      |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager       | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Deliver data workflows from client source system identified in data assessment          |                         |                        | A               |                           | R            |                       |                    |                 |                   |                    | I               | C                |                         | C                                    | I                |           | C               |
| Configure automated publishing jobs for prioritized datasets                            |                         |                        | A               |                           | R            |                       |                    |                 |                   |                    | I               | C                |                         | C                                    | I                |           | C               |

|        |   |
|--------|---|
| Inputs | Delivered data workflows for extract, transform, and load of prioritized datasets |
|--------|---|

|                        |   |   |
|------------------------|---|---|
| Outputs / Deliverables |   | Acceptance Criteria [only] for Deliverables   |
|                        | Updated Solution Design Document, including documented data workflows and data governance | Client acceptance of Solution Design Document |
|                        | Prioritized Data Sets for Review in Tyler System  | Client Review of Data Sets                    |

**Work package assumptions:**

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

**Control Point 3: Prepare Solution Stage Acceptance**

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

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

**Prepare Solution Stage Deliverables:**

- Licensed software is installed.
- Installation checklist/system document.

- Updated solution design document (Socrata only).
- Prioritized data sets for review in Tyler system (Socrata only).

**Prepare Solution Stage Acceptance Criteria:**

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

**Production Readiness**

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

**Solution Validation**

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

**Objectives:**

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

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

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

|                        |                            |  |
|------------------------|----------------------------|--|
| Outputs / Deliverables |                            | Acceptance Criteria [only] for Deliverables    |
|                        | Solution Validation Report | the County updates report with testing results |

**Work package assumptions:**

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

**Go-Live Readiness**

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

**Objectives:**

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

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

|        |                        |
|--------|------------------------|
| Inputs | Future state decisions |
|--------|------------------------|

|                   |
|-------------------|
| Go-live checklist |
|-------------------|

|                        |                           |   |
|------------------------|---------------------------|---|
| Outputs / Deliverables |                           | Acceptance Criteria [only] for Deliverables                           |
|                        | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to the County |

Work package assumptions:

None

## End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

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

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

### Objectives:

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

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

|        |  |
|--------|--|
| Inputs | Training Plan                                  |
|        | List of End Users and their Roles / Job Duties |
|        | Configured Tyler System                        |

|                        |                   |  |
|------------------------|-------------------|--|
| Outputs / Deliverables |                   | Acceptance Criteria [only] for Deliverables    |
|                        | End User Training | the County signoff that training was delivered |

**Work package assumptions:**

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

**Control Point 4: Production Readiness Stage Acceptance**

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

**Production Readiness stage deliverables:**

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

**Production Readiness stage acceptance criteria:**

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

**Production**

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

**Go-Live**

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

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

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

**Objectives:**

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

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

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

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

**Work package assumptions:**

- the County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The the County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The the County Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the the County teams as necessary.

- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

## Transition to Client Services

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

### Objectives:

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

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

|        |                       |
|--------|-----------------------|
| Inputs | Open item/issues List |
|--------|-----------------------|

|                        |                                  |   |
|------------------------|----------------------------------|---|
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Client Services Support Document |   |

### Work package assumptions:

- No material project issues remain without assignment and plan.

## Post Go-Live Activities

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

**Objectives:**

Schedule activities that are planned for after Go-Live.

Ensure issues have been resolved or are planned for resolution before phase or project close.

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

|        |                                 |
|--------|---------------------------------|
| Inputs | List of post Go-Live activities |
|--------|---------------------------------|

|                        |                    |   |
|------------------------|--------------------|---|
| Outputs / Deliverables |                    | Acceptance Criteria [only] for Deliverables |
|                        | Updated issues log |   |

**Work package assumptions:**

System is being used in a live production state.

**Control Point 5: Production Stage Acceptance**

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

Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.

Converted data is available in production environment.

Production Stage Acceptance Criteria:

All stage deliverables accepted based on criteria previously defined.

Go-Live activities defined in the Go-Live action plan completed.

Client services support document is provided.

**Close**

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

## Phase Closeout

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

### Objectives:

Agreement from Tyler and the County teams that activities within this phase are complete.

| STAGE 6   | Phase Close Out  |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |   |
|---|--|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|---|
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Tyler  |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                                      |                  |           |                 |   |
|   | Executive Manager  | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |   |
|   | Reconcile project budget and status of contract Deliverables | I                      | A               | R                         |              |                       |                    |                 |                   | I                  | I               | C                |                         |                                      |                  |           |                 |   |
|   | Hold post phase review meeting                               |                        | A               | R                         | C            | C                     | C                  | C               |                   |                    |                 | C                | C                       | C                                    | C                |           |                 | C |
| Release phase-dependent Tyler project resources   | A  | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                                      |                  |           |                 |   |

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

| Inputs |                   |
|--------|-------------------|
|        | Contract          |
|        | Statement of Work |
|        | Project artifacts |

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

### Work package assumptions:

Tyler deliverables for the phase have been completed.

## Project Closeout

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

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

### Objectives:

Confirm no critical issues remain for the project teams to resolve.

Determine proper knowledge transfer to the County teams for key processes and subject areas has occurred.

Verify all deliverables included in the Agreement are delivered.

| STAGE 6   | Project Close Out |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|   | Tyler             |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                                      |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Conduct post project review   |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                                    |                  |           | C               |
| Deliver post project report to the County and Tyler leadership                          | I                 | A                      | R               |                           |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                                      |                  |           |                 |
| Release Tyler project resources   | A                 | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                                      |                  |           |                 |

|        |                   |
|--------|-------------------|
| Inputs | Contract          |
|        | Statement of Work |

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

### Work package assumptions:

All project implementation activities have been completed and approved.

No critical project issues remain that have not been documented and assigned.

Final project budget has been reconciled and invoiced.

All Tyler deliverables have been completed.

## **Control Point 6: Close Stage Acceptance**

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

### **Close Stage Deliverables:**

Post Project Report.

### **Close Stage Acceptance Criteria:**

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

## **General Assumptions**

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

## **Project**

Project activities will begin after the Agreement has been fully executed.

The County Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.

Sessions will be scheduled and conducted at a mutually agreeable time.

Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.

Tyler will provide a written agenda and notice of any prerequisites to the County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.

Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the County is responsible for making decisions based on the options available. Implementation of new software may require changes to existing processes, both business and technical, requiring the County to make process changes.

the County is responsible for defining, documenting and implementing their policies that result from any business process changes.

## **Organizational Change Management**

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

## **Resources and Scheduling**

the County resources will participate in scheduled activities as assigned in the Project Schedule.

The County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the

schedule.

Tyler and the County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.

Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.

Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.

The County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.

The County makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.

the County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.

The County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.

For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## **Socrata Data**

All data is collected by the County and originates on its own network and system. Only mirror copy is uploaded from the County network to the Socrata hosted Solution as solely decided by the County

Client is responsible for data culling i.e. searching and pulling specific data from a source system based on specific search criteria. Tyler will create transformation scripts to reformat/restructure data but will not create extract scripts on the County systems of record.

## **Facilities**

the County will provide dedicated space for Tyler staff to work with the County resources for both on-site and remote sessions. If Phases overlap, the County will provide multiple training facilities to allow for independent sessions scheduling without conflict.

the County will provide staff with a location to practice what they have learned without distraction.

## Glossary

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

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

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

- Part 4: Data and Performance Program

The appendix outlines the implementation phases and strategies that Tyler will undertake in order to achieve the goals and program outcomes as laid out in the SOW. The SOW outlines the Program Implementation Approach and Methodology whereas the Appendix outlines the overarching program phases and strategies that will be guided by Tyler Implementation Methodology. Each phase outlined below will be implemented using the Implementation Methodology described in the Tyler SOW.

## Implementation Strategies

- *Consulting on the automation of publishing data from Riverside County's legacy systems to the Socrata Connected Government Cloud.*
- *Assisting in the creation of internal report generation, visualizations, and internal dashboards.*

## Implementation Phases

*Implementation will consist of the following two-phases. Tyler will work with Riverside County throughout implementation to ingress data, build dashboards, and provide technical support.*

**Phase 1** – *connectivity to Peoplesoft HCM and Peoplesoft Financial data to re-create the following countywide dashboards:*

- *HR demographics*
- *Fund/Sub-Fund*
- *Expenditures and Revenues*

**Phase 2** – *additional connectivity to data points:*

- *Worker's comp*
- *Risk management*
- *Recruitment data (NeoGov)*

## Implementation Outputs

Deployment of the following on Client domain

- One (1) Internal Data-as-Service Platform (Socrata Connected Government Cloud)

- Standard report layout in support of the HR demographics, Fund/Sub-Fund, and Countywide Expenditures and Revenues reporting goals.
- Templated homepage styling with standard layout options.
- DNS and SSL setup for domains of the applications; SSL certificate included at no cost.

#### **Dashboard and Measures Curation**

- Tyler Technologies consultants will engage the County in a Strategy and Design Session to provide expert advice and recommendations on selecting (curating) the highest value performance indicators to publish using the application.
- Tyler Technologies consultants will assist Client team in building and deploying its performance dashboard, based on selected measures that will be identified in a change order.

#### **Develop Data Inventory**

- Design the workflows and standards, identify the key datasets, and overall establish how the Socrata solution will be implemented and used to address Client implementation outcomes.
- Provide consulting and hands-on assistance with dataset preparation and analysis for datasets that will serve as the basis for the prioritized metrics
- Consulting on defining dataset structure, restructuring or normalizing data, flattening nested tables and/or joining separate datasets, assistance with data types and uploading files, and dataset and column metadata

#### **Automate the data pipeline**

- Assistance automating the publication of required data for the performance metrics, including extraction process, initial upload, and automation.
- Consultation on the creation of automated extraction scripts from County source systems the County will identify in a change order
- Consultation on the transformation of data from the source system
- Training technical staff on the process for setting up automated processes for datasets to the Socrata platform
- Consultation on best practices for data automation, including drafting extraction, transformation and load (ETL) and automation strategies

#### **Persona mapping, compelling storytelling, reports and visualizations creation**

- Stakeholder and persona mapping to identify data consumption and reporting needs
- Configuration of one (1) Client specific story “style” (fonts, colors) to be available across all Perspective pages to support reporting

**Platform Configuration Consulting**

- Consultation on enabling custom user roles, permissions, and teams

## Implementation Launch Criteria

The following criteria are established to identify a successful outcome for the engagement and beyond. Additional launch criteria may be defined during the design stage of the engagement.

- Deploy Socrata’s Data-as-a-Service Platform to modernize the management built-in reporting, visual data exploration, and data sharing of performance information internally.
- Transfer knowledge of the Socrata’s Data-as-a-Service Platform using the Client Education Program Plan designed by role to the Client team members.
- Educate the Client team members on how to utilize Socrata’s on-going support services. The support programs are designed to provide access to our support team, knowledge base and consulting coaching services to support team members, additional departments and users.
- Conduct a Strategic Planning Session which includes members of the Client’s executive team, managers and staff to help shape the future of the program.
- Client will have a framework to achieve long-term goals for incorporating data into decision-making and assessing performance of departments across the Client.

## Domains and User Access

The table below lists the domains and the users that will need to be given administrator access when software is issued.

| Platform/Application | Setup URL                                 | Username and Email                |
|----------------------|---|-----------------------------------|
| SCGC                 | internal_riversidecounty.data.socrata.com | Tom Mullen<br>(tmullen@rivco.org) |
| Executive Insights   | riverside.insights.socrata.com            | Tom Mullen<br>(tmullen@rivco.org) |

## Outside of Scope

This SOW does not include the following activities:

- Data analysis services
- Consulting services beyond those described in the scope of this SOW
- Custom Configurations to the Socrata COTS Platform Solution(s)
- Custom Configurations to the selected design template beyond those defined in this SOW
- Developing and architecting a framework of performance metrics
- Data upload administration (beyond the initial dataset(s) set forth under this SOW)
- Data culling administration prior to upload to the Socrata Data Platform
- Client data collection administration (all data is collected by Client and originates on its own network and systems. Only a mirror copy is uploaded from the Client network to the Socrata Hosted Solution as solely decided by Client.)
- Legal advice
- System of record repositories
- Non-English Language Translations or components

## SOW Term and Hours

Unless earlier terminated under the Socrata Services Order, the term of this SOW commences upon the Services subscription start date and ends the subscription end date as set forth therein. For the avoidance of doubt, the term of this SOW shall not exceed 12 consecutive months from start date without a written addendum.

The Services under this SOW will not exceed 320 hours in the aggregate among Tyler Technologies personnel.