



CITY OF TUKWILA

City Council Committee of the Whole Meeting

Monday, February 23, 2026 at 7:00 p.m.

Location: Tukwila City Hall, Council Chambers, 6200 Southcenter Boulevard, Tukwila, WA 98188

Join remotely: 1-253-292-9750, Access Code: 670077847# or [click here to join virtually](#)

AGENDA

1. CALL TO ORDER/ PLEDGE OF ALLEGIANCE

2. LAND ACKNOWLEDGEMENT

The City of Tukwila is located on the ancestral lands of the Coast Salish people. We acknowledge their continuing connections to land, waters and culture. We pay our respects to their elders past, present and emerging.

3. PUBLIC COMMENTS

Those wishing to provide public comments may verbally address the City Council both on-site at Tukwila City Hall or remotely via phone or Microsoft Teams for up to 5 minutes for items both on and not on the meeting agenda. Per the Council Rules of Procedure, the total time for public comment should not generally exceed 30 minutes and time may be reduced to 3 minutes if there are more than 6 speakers.

To provide comment remotely, please email citycouncil@tukwilawa.gov with your name and topic by 5:00 PM on the meeting date. Please clearly indicate that your message is for public comment during the meeting, and you will receive further instructions.

4. SPECIAL ISSUES

- a. [2025 Transfers](#) **Pg. 4**
- b. [Payroll & Utility Billing Implementation](#) **Pg. 7**
- c. [Ordinance Repealing & Reenacting TMC 3.36, "Donations & Sponsorships"](#) **Pg. 95**

5. REPORTS

6. MISCELLANEOUS

7. ADJOURNMENT TO SPECIAL MEETING

This agenda is available at www.tukwilawa.gov, and in alternate formats with advance notice for those with disabilities.

Tukwila Council meetings are audio/video taped, and available at www.tukwilawa.gov

**If you are in need of translation or interpretation services at a Council meeting,
please contact us at 206-433-1800 by 12:00 p.m. on the meeting date.**

City Council Special Meeting

1. **CALL TO ORDER/ ROLL CALL**
2. **CONSENT AGENDA**
 - a. Approval of Minutes: 2/9/26 Special Meeting
 - b. Approval of Vouchers
 - c. [Authorize the Mayor to execute an agreement with True Blue Strategies in a final form to be approved by the Mayor and City Attorney for marketing, branding, and promotion services for the 2026 World Cup in the amount of \\$200,000.00.](#) **Pg. 99**
[Utilizing Lodging Tax Funds - Reviewed and forwarded to consent by the Planning & Community Development Committee on 02/09/26]
 - d. [Authorize the transfer of \\$2.7 million to Fund 302 for capital and major maintenance and \\$300,000.00 to Fund 503 for Law Enforcement Officers' and Fire Fighters' \(LEOFF\) self-insured healthcare from the 2025 year-end General Fund.](#) **Pg. 4**
[Anticipated to be reviewed and forwarded by the C.O.W. on 02/23/26]
3. **UNFINISHED BUSINESS**
 - a. [Authorize the Mayor to execute an agreement with Tyler Technologies, Inc. for payroll and utility billing software in the amount of \\$467,102.00.](#) **Pg. 7**
4. **NEW BUSINESS**
 - a. [Ordinance establishing a 6-month moratorium on the change of use, establishment, or development of facilities for the detention, transportation, and food services for people detained by local, state, or federal law enforcement; setting a public hearing and declaring an emergency.](#) **Pg. 109**
5. **ADJOURNMENT**

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WELCOME TO THE TUKWILA CITY COUNCIL MEETING

The Tukwila City Council encourages community participation in the local government process and welcomes attendance and public comment at its meetings.

MEETING SCHEDULE

Regular Meetings are held at 7:00 p.m. on the 1st and 3rd Mondays of each month. The City Council takes formal action in the form of motions, resolutions and ordinances at Regular Meetings.

Committee of the Whole Meetings are held at 7:00 p.m. on the 2nd and 4th Mondays of each month. The City Council considers current issues, discusses policy matters in detail, and coordinates the work of the Council at Committee of the Whole meetings.

PUBLIC COMMENTS

Members of the public are given the opportunity to address the Council for up to 5 minutes on items both on and not on the meeting agenda during Public Comments. Per the Council Rules of Procedure the total time for public comments should not generally exceed 30 minutes and time may be reduced to 3 minutes each if there are more than 6 speakers.

When recognized by the Presiding Officer, please go to the podium if on-site or turn on your microphone if attending virtually and state your name clearly for the record. The City Council appreciates hearing from you but may not respond or answer questions during the meeting; members of the City Council or City staff may follow up with you following the meeting.

PUBLIC HEARINGS

Public Hearings are required by law before the Council can take action on matters affecting the public interest such as land-use laws, annexations, rezone requests, public safety issues, etc. The City Council Rules of Procedure provide the following guidelines for Public Hearings:

1. City staff will provide a report summarizing and providing context to the issue at hand.
2. City staff shall speak first and be allowed 15 minutes to make a presentation.
3. The applicant is then allowed 15 minutes to make a presentation.
4. Each side is then allowed 5 minutes for rebuttal.
5. After City staff and the applicant have used their speaking time, the Council may ask further clarifying questions of the speakers.
6. Members of the public who wish to address the Council on the hearing topic may speak for 5 minutes each.
7. Speakers are asked to sign in on forms provided by the City Clerk.
8. The Council may ask clarifying questions of speakers and the speakers may respond.
9. Speakers should address their comments to the City Council.
10. If a large number of people wish to speak to the issue, the Council may limit the total amount of comment time dedicated to the Public Hearing.
11. Once the Presiding Officer closes the public hearing, no further comments will be accepted, and the issue is open for Councilmember discussion.
12. Any hearing being held or ordered to be held by the City Council may be continued in the manner as set forth by RCW 42.30.100.

For more information about the City Council, including its complete Rules of Procedure, please visit: <https://www.tukwilawa.gov/departments/city-council/>



AGENDA BILL

| | | |
|----------------------------|--|--|
| Agenda Item | 2025 Transfers | |
| Sponsor | Aaron BeMiller, Finance Director | |
| Legislative History | February 9, 2026 | Finance & Governance Committee |
| | February 23, 2026 | Committee of the Whole |
| | February 23, 2026 | Special Meeting Consent |
| Recommended Motion | <input type="checkbox"/> Discussion Only | <input checked="" type="checkbox"/> Action Requested |
| | MOVE TO authorize the transfer of \$2.7 M to Fund 302 for capital and major maintenance and \$300,000 to Fund 503, LEOFF from the 2025 year-end General Fund. | |

EXECUTIVE SUMMARY

The Mayor has identified several capital and major maintenance needs for City assets and, as part of the year-end process, has identified available General Fund monies which can be set aside as a funding source for projects. Per TMC 3.32.010 any transfers require a formal motion from the City Council. Staff is requesting this item be moved from Committee to the February 23 Committee of the Whole and the February 23 Special Meeting for consent.

DISCUSSION

Throughout 2025 the Mayor’s Office has led the budget sustainability process. This process is designed to look for revenue growth and expenditure reduction options to bring the city’s long-term General Fund forecast into balance. As part of the budget sustainability process, conversations included the need to establish and appropriately fund capital and major maintenance needs for preservation of city assets.

As part of the 2025 year-end process, which is continuing, General Fund monies in excess of fund balance requirements, are available to be transferred to a capital fund and held for city capital, capital planning, and major maintenance needs. These monies are not allowed to be expended until budgeted by the City Council. The transfer of these funds is consistent with prior Council comments to address deferred facility maintenance and to prioritize funding for future capital investments.

Additionally, Administration is proposing a transfer of \$300,000 of available General Fund monies to the LEOFF I retiree self-insured healthcare plan. This fund is supported by the General Fund and accounts for the City’s self-insured healthcare plan for Law Enforcement Officers and Fire Fighters (LEOFF I) retirees. This fund receives contributions on behalf of retired LEOFF I employees through their respective organization units.

Healthcare claims and administrative fees are expended in this fund. As the population of this fund continues to age, expenses related to assisted living care costs are expected to continue to rise. This fund ended 2024 in a deficit net position and this funding will ensure a positive net position as well as allow for keeping General Fund contributions flat for at least a few years, depending on activity.

Proposed Transfers from the General Fund:

- \$2.7 million to Fund 302 for capital and major maintenance funding

- \$300K to Fund 503 (LEOFF Fund)

FINANCIAL IMPACT

| | | |
|--|---|-------------------------------------|
| Complete for all items with fiscal implications Disclaimer: Final terms and scope of work subject to review by the City Attorney | | |
| <input checked="" type="checkbox"/> Expenditure - Budgeted <input type="checkbox"/> Expenditure - Unbudgeted <input type="checkbox"/> Expenditure - Grant-Funded <input type="checkbox"/> Revenue – One-Time (e.g. asset sale, surplus equipment) <input type="checkbox"/> Revenue - Ongoing | <u>Expenditures:</u> \$3,000,000 <u>Revenues(if applicable):</u> \$0 | <u>Fund Source:</u> General Fund |
| Contractor (if applicable) | N/A | |
| Scope of Work | N/A | |
| Amount | \$3,000,000 | |
| Duration | | |
| <u>Additional Comments:</u> Proposed Transfers from the General Fund: <ul style="list-style-type: none"> • \$2.7 million to Fund 302 for capital and major maintenance funding • \$300K to Fund 503 (LEOFF Fund) | | |

ATTACHMENTS

- Minutes from the 02/09 Finance & Government Committee Meeting



City of Tukwila

City Council Finance & Governance Committee

Meeting Minutes

February 9, 2026 – 5:30 p.m. – Hybrid Meeting; Hazelnut Conference Room & MS Teams

Councilmembers Present: Verna Seal, Chair; Dennis Martinez, Hannah Hedrick
Staff Present: Marty Wine, Joel Bush, Laurel Humphrey, Aaron BeMiller, Tony Cullerton, Megan Marks

I. BUSINESS AGENDA

A. 2025 Transfers



Staff is seeking approval to transfer \$2.7M to Fund 302 for capital and major maintenance and \$300,000 to Fund 503, LEOFF from the 2025 year-end General Fund.

Committee Recommendation

Unanimous approval. Forward to February 23, 2026 Committee of the Whole.

B. Payroll and Billing Service Agreement

Staff is seeking approval of an agreement with Tyler Technologies in an initial amount of \$467,102.00 and annual fee of \$95,873.00 for payroll processing and utility billing software.

Committee Recommendation

Unanimous approval. Forward to February 23, 2026 Committee of the Whole.

C. December 2025 Monthly Report

Staff presented the report and discussed the timing of future reports due to the committee schedule change.

Committee Recommendation

Discussion only.

D. Finance & Governance Committee Workplan

Staff presented a draft workplan.

Committee Recommendation

Discussion only.

MISCELLANEOUS

The meeting adjourned at 6:07 p.m.

Committee Chair Approval



AGENDA BILL

| | |
|----------------------------|--|
| Agenda Item | Pay & Utility Billing System Implementation |
| Sponsor | Aaron BeMiller, Finance Director |
| Legislative History | February 9, 2026 Finance & Governance Committee February 23, 2026 Committee of the Whole February 23, 2026 Special Meeting |
| Recommended Motion | <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Requested MOVE TO authorize the service agreement and system implementation with Tyler Technologies, Inc for payroll processing and utility billing. |

EXECUTIVE SUMMARY

The city uses Tyler’s Eden system for payroll processing and utility billing. Tyler informed its clients using the Eden system that they would no longer support Eden beginning March 2027. Both the pay team and utility billing team have held several demos with potential vendors with some vendors being asked to provide additional demos multiple times. The teams both selected to implement the Tyler Munis system to replace the current platform. Staff is requesting this item be moved from Committee to the February 23 Committee of the Whole.

DISCUSSION

In 2025, the finance and TIS departments led a city-wide process to examine our current ERP (Enterprise Resource Planning) system, Finance Enterprise (FE), to determine if it meets city needs. This effort included assessing the current state of our ERP, inventorying current system and key business functions, discussing challenges and pain points, prioritizing business capabilities, and identifying system gaps and steps to mitigate those gaps. Key outcomes from this team effort included:

- being mindful of lessons learned in selecting new products,
- stabilize our existing ERP and engage new integrated ERP systems to fill the identified gaps in our current ERP,
- to the extent possible, avoid “stand-alone” systems unless there is a strong business case for the selection.
- as part of the effort to minimize the number of stand-alone systems, if an integrated ERP meets most of the critical business process needs, strong consideration should be given to selecting the integrated ERP.

The selection of Tyler Munis as the system for pay and utility billing is consistent with the findings of Tukwila’s ERP Optimization and Gap Analysis team. It is an integrated ERP system, is widely used in Washington State governments, is a trusted vendor, and meets most of the identified critical business process needs. As part of contract negotiations, Tyler Technologies agreed to discount the hourly implementation rate from \$225 to \$155 for both the payroll and utility billing implementations, reflecting a meaningful cost concession and helping to reduce overall project costs.

TIS is currently working through the contract with Tyler. The implementation is expected to begin in April for the pay system and utility billing implementation will begin in the third quarter. Both implementations are likely to take nine (9) months to a year to be completed. Many organizations are

moving from Eden to Munis which has impacted Tyler’s availability. Tyler has stated that they will continue to service their Eden system until we have gone live with Munis.

This expense is not included in the 2025/2026 budget and will need to be included in a coming budget amendment.

FINANCIAL IMPACT

| | | |
|--|--|-------------------------------------|
| Complete for all items with fiscal implications Disclaimer: Final terms and scope of work subject to review by the City Attorney | | |
| <input type="checkbox"/> Expenditure - Budgeted <input checked="" type="checkbox"/> Expenditure - Unbudgeted <input type="checkbox"/> Expenditure - Grant-Funded <input type="checkbox"/> Revenue – One-Time (e.g. asset sale, surplus equipment) <input type="checkbox"/> Revenue - Ongoing | <u>Expenditures:</u> \$467,102.00 <u>Revenues(if applicable):</u> \$0 | <u>Fund Source:</u> General Fund |
| Contractor (if applicable) | Tyler Technologies | |
| Scope of Work | Software for payroll processing and utility billing. | |
| Amount | \$467,102.00 one-time fee \$95,873.00 annual/reoccurring fee | |
| Duration | One-year auto-renewal terms unless terminated in writing by either party at least 60 days prior to end of then-current renewal term. | |
| <u>Additional Comments:</u> | | |

ATTACHMENTS

- A. Quote from Tyler Technologies. Inc.
- B. Tyler Technologies Service Contract
- C. Minutes from the 02/09 Finance & Governance Committee Meeting



Quoted By: Chris Deroche
 Quote Expiration: 03/31/26
 Quote Name: City of Tukwila-ERP-Payroll Migration
 Quote Description: EERP HCM UB 1.5.26
 SaaS Term: 1.00

Sales Quotation For:
 City of Tukwila

Shipping Address:
 6200 Southcenter Blvd
 Tukwila WA 98188-2599

Tyler SaaS and Related Services

| Description | Qty | Imp. Hours | Annual Fee |
|---|-----|------------|--------------|
| Financial Management | | | |
| General Ledger (Limited Use) | 1 | 116 | \$ 7,440.00 |
| Human Resources Management | | | |
| Human Resources & Talent Management | 1 | 116 | \$ 4,570.00 |
| Payroll with Employee Access | 1 | 320 | \$ 6,634.00 |
| Time & Attendance w Mobile Access - Up to 350 Employees | 1 | 168 | \$ 10,025.00 |
| Revenue Management | | | |
| Accounts Receivable | 1 | 116 | \$ 6,309.00 |
| Cashiering | 1 | 64 | \$ 11,361.00 |
| Central Property File | 1 | 8 | \$ 804.00 |
| Resident Access | 1 | 72 | \$ 9,370.00 |
| Utility Billing CIS | 1 | 384 | \$ 5,237.00 |
| Utility Billing Meter Interface | 1 | 32 | \$ 1,697.00 |
| Content Management | | | |
| Content Manager Core includes Onboarding | 1 | 64 | \$ 12,434.00 |
| Data Insights | | | |

| | | | |
|--|---|-------------|---------------------|
| Enterprise Analytics and Reporting w Executive Insights | 1 | 116 | \$ 19,294.00 |
| Additional | | | |
| Enterprise Forms Processing Software (including Common Form Set) | 1 | 0 | \$ 7,308.00 |
| GIS | 1 | 8 | \$ 296.00 |
| Integrations | | | |
| 3rd Party Asset Management API Connector | 1 | 64 | \$ 4,439.00 |
| SnapLogic - Up to 5 Integrations | 1 | 0 | \$ 4,000.00 |
| Sub-Total: | | | \$ 111,218.00 |
| <i>Less Discount:</i> | | | <i>\$ 17,345.00</i> |
| TOTAL | | 1648 | \$ 93,873.00 |

Professional Services

| Description | Quantity | Unit Price | Ext Discount | Extended Price | Maintenance |
|--|----------|--------------|--------------|----------------------|--------------------|
| 3rd Party EAM Custom Development Integration | 1 | \$ 10,000.00 | \$ 0.00 | \$ 10,000.00 | \$ 2,000.00 |
| Amazon Web Services Configuration Fee | 1 | \$ 7,453.00 | \$ 7,453.00 | \$ 0.00 | \$ 0.00 |
| COA Import Hours | 12 | \$ 225.00 | \$ 1,356.00 | \$ 1,344.00 | \$ 0.00 |
| Executive Insights Implementation | 1 | \$ 8,400.00 | \$ 0.00 | \$ 8,400.00 | \$ 0.00 |
| Payroll Accruals Import Hours | 16 | \$ 225.00 | \$ 1,808.00 | \$ 1,792.00 | \$ 0.00 |
| Payroll Deductions Import Hours | 16 | \$ 225.00 | \$ 1,808.00 | \$ 1,792.00 | \$ 0.00 |
| Payroll Employee Master Import Hours | 16 | \$ 225.00 | \$ 1,808.00 | \$ 1,792.00 | \$ 0.00 |
| Position Control Import Hours | 16 | \$ 225.00 | \$ 1,808.00 | \$ 1,792.00 | \$ 0.00 |
| State Retirement Tables Import Hours | 16 | \$ 225.00 | \$ 1,808.00 | \$ 1,792.00 | \$ 0.00 |
| Conversions – See Detailed Breakdown Below | | | | \$ 20,750.00 | \$ 0.00 |
| Project Management | 412 | \$ 155.00 | \$ 0.00 | \$ 63,860.00 | \$ 0.00 |
| Onsite Implementation | 432 | \$ 155.00 | \$ 0.00 | \$ 66,960.00 | \$ 0.00 |
| Remote Implementation | 1216 | \$ 155.00 | \$ 0.00 | \$ 188,480.00 | \$ 0.00 |
| TOTAL | | | | \$ 368,754.00 | \$ 2,000.00 |

Payments

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Tyler Fees per Transaction

| Description | Net Unit Price |
|-----------------|----------------|
| Payments | |
| Utility Billing | |

3rd Party Hardware, Software and Services

| Description | Qty | Unit Price | Unit Discount | Total Price | Unit Maint/SaaS | Maint/SaaS Discount | Total Maint/SaaS |
|-----------------------------------|-----|-------------|---------------|--------------------|-----------------|---------------------|------------------|
| Cash Drawer | 1 | \$ 275.00 | \$ 0.00 | \$ 275.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Hand Held Scanner - Model 1960GSR | 1 | \$ 475.00 | \$ 0.00 | \$ 475.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Hand Held Scanner Stand | 1 | \$ 65.00 | \$ 0.00 | \$ 65.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Printer (TM-S9000II) | 1 | \$ 1,660.00 | \$ 0.00 | \$ 1,660.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Third Party Verification Services | 1 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| TOTAL | | | | \$ 2,475.00 | | | \$ 0.00 |

Summary

| | One Time Fees | Recurring Fees |
|---|----------------------|---------------------|
| Total Tyler License Fees | \$ 0.00 | \$ 0.00 |
| Total SaaS | \$ 0.00 | \$ 93,873.00 |
| Total Tyler Services | \$ 368,754.00 | \$ 2,000.00 |
| Total Third-Party Hardware, Software, Services | \$ 2,475.00 | \$ 0.00 |
| Summary Total | \$ 371,229.00 | \$ 95,873.00 |
| Contract Total | \$ 467,102.00 | |
| Estimated Travel Expenses excl in Contract Total | \$ 24,660.00 | |

Client’s purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

| Description | Qty | Unit Price | Unit Discount | Extended Price |
|----------------------------|-----|--------------|---------------|---------------------|
| Human Resources Management | | | | |
| Human Resources Management | 1 | \$ 14,300.00 | \$ 7,150.00 | \$ 7,150.00 |
| Revenue Management | | | | |
| Utility Billing | 1 | \$ 27,200.00 | \$ 13,600.00 | \$ 13,600.00 |
| TOTAL | | | | \$ 20,750.00 |

Optional Tyler SaaS and Related Services

| Description | Qty | Imp. Hours | Annual Fee |
|---|-----|------------|---------------------|
| Human Resources Management | | | |
| Advanced Scheduling w Mobile Access - Up to 350 Employees | 1 | 104 | \$ 15,683.00 |
| Subscription Fees | | | |
| Fraud, Risk & Compliance | 1 | 0 | \$ 12,000.00 |
| TOTAL: | | 104 | \$ 27,683.00 |

Optional Professional Services

| Description | Quantity | Unit Price | Ext. Discount | Extended Price | Maintenance |
|-----------------------|----------|------------|---------------|---------------------|----------------|
| Onsite Implementation | 28 | \$ 155.00 | \$ 0.00 | \$ 4,340.00 | \$ 0.00 |
| Remote Implementation | 76 | \$ 155.00 | \$ 0.00 | \$ 11,780.00 | \$ 0.00 |
| TOTAL | | | | \$ 16,120.00 | \$ 0.00 |

Tyler Annual Discount Detail (Excludes Optional Products)

| Description | Imp. Hours | Annual Fee | Annual Fee Discount | Annual Fee Net |
|--|------------|--------------|---------------------|----------------|
| Financial Management | | | | |
| General Ledger (Limited Use) | | \$ 7,440.00 | \$ 744.00 | \$ 6,696.00 |
| Human Resources Management | | | | |
| Human Resources & Talent Management | | \$ 4,570.00 | \$ 1,234.00 | \$ 3,336.00 |
| Payroll with Employee Access | | \$ 6,634.00 | \$ 1,791.00 | \$ 4,843.00 |
| Time & Attendance w Mobile Access - Up to 350 Employees | | \$ 10,025.00 | \$ 1,003.00 | \$ 9,022.00 |
| Revenue Management | | | | |
| Accounts Receivable | | \$ 6,309.00 | \$ 1,703.00 | \$ 4,606.00 |
| Cashiering | | \$ 11,361.00 | \$ 3,067.00 | \$ 8,294.00 |
| Central Property File | | \$ 804.00 | \$ 217.00 | \$ 587.00 |
| Resident Access | | \$ 9,370.00 | \$ 937.00 | \$ 8,433.00 |
| Utility Billing CIS | | \$ 5,237.00 | \$ 1,414.00 | \$ 3,823.00 |
| Utility Billing Meter Interface | | \$ 1,697.00 | \$ 458.00 | \$ 1,239.00 |
| Content Management | | | | |
| Content Manager Core includes Onboarding | | \$ 12,434.00 | \$ 1,243.00 | \$ 11,191.00 |
| Data Insights | | | | |
| Enterprise Analytics and Reporting w Executive Insights | | \$ 19,294.00 | \$ 1,929.00 | \$ 17,365.00 |
| Additional | | | | |
| Enterprise Forms Processing Software (including Common Form Set) | | \$ 7,308.00 | \$ 731.00 | \$ 6,577.00 |
| GIS | | \$ 296.00 | \$ 30.00 | \$ 266.00 |
| Integrations | | | | |
| 3rd Party Asset Management API Connector | | \$ 4,439.00 | \$ 444.00 | \$ 3,995.00 |

| | | | | | |
|----------------------------------|--|--|-------------|-----------|-------------|
| SnapLogic - Up to 5 Integrations | | | \$ 4,000.00 | \$ 400.00 | \$ 3,600.00 |
|----------------------------------|--|--|-------------|-----------|-------------|

| | | | | | |
|--------------|--|------------|----------------------|---------------------|---------------------|
| TOTAL | | 116 | \$ 111,218.00 | \$ 17,345.00 | \$ 93,873.00 |
|--------------|--|------------|----------------------|---------------------|---------------------|

Comments

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

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

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

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

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 60% Client and 40% Tyler.

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

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

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Per [Tyler's Contract with Sourcewell](#), this quote includes a discount on software licenses and SaaS fees for the initial term of the contract. Our Sourcewell discount excludes transactional-priced applications, services pricing, software maintenance, SaaS flips, Tyler migrations, renewals, and hardware.

Amazon Web Services (AWS) has provided a credit in the amount of \$7,453 in sponsorship of your project.

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

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Tyler Software Product General Ledger (Limited Use) is licensed only for use with the other Tyler Software Products licensed to the client. A Client may use General Ledger (Limited Use) independent of the other Tyler Software Products licensed to the client by remitting to Tyler the then-current license and annual maintenance fees.

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

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

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

The SaaS Setup Fee for your project has been discounted by 100% by credits sponsored and provided by Amazon Web Services (AWS).

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

For the avoidance of doubt, Fraud, Risk & Compliance is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Fraud, Risk & Compliance commence on the availability of the service. Fraud, Risk & Compliance services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Fraud, Risk & Compliance service upon renewal.

Tyler will provide Third Party Verification Services pursuant to the Third Party Verification Services Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case as set forth below.

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

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

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

Utility Billing conversion includes: Standard - UB Account, CID's, Services/Meter Inventory, Assessments, Consumption History - up to 5 years, Balance Forward AR, Service Orders, Backflow, Budget Billing, Flat Inventory/Containers

Migration Modules
Human Resources Support
Payroll Support
Human Resources Support Web



DRAFT

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

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

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

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **“Client”** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **“Data”** means your data necessary to use the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to a Third-Party Product.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **“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.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set

forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.

- 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

- 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
- 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
- 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

4.1. You may not:

- 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
- 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
- 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the

term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

- 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
- 6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
- 6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
- 6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:

- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
- 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as

applicable, to the Third-Party Products.

- 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we

consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
 - 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY 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 (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE**

PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).

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

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – 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 pricing, 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. Performance Issues and Dispute Resolution.
 - 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
 - 2.2. *Invoice Issues.*
 - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue (s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
 - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.

2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.

2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. 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.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. 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.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. 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 in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. 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.
12. 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.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. 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: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement 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.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - i. 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;

- ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
 - iv. 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.
17. 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.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. 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. In such cases, 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.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
22. Contract Documents. This Agreement includes the following exhibits:
- Migration Terms Addendum
 - Exhibit A** Investment Summary
 - Exhibit B** Invoicing and Payment Terms
 - Exhibit C** Service Level Agreement
 - Exhibit D** Third-Party Terms
 - Schedule 1: Third Party Verification Services – Work Number by Equifax Terms of Service
 - Exhibit E** Statement of Work

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Tukwila, Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188-2599
Attention: _____



Migration Terms Addendum

1. **Scope.** The terms in this Migration Terms Addendum (“Addendum”) apply to the agreement to which it is attached (“Agreement”), and under which we will provide certain Tyler software solutions listed in the Agreement’s Investment Summary (hereafter, the “Replacement Modules”) to replace some or all of Tyler solutions previously provided to you (hereafter, the “Migration Modules”). Accordingly, any conflict between the terms in this Addendum and the Agreement will be resolved in favor of the term(s) in this Addendum. The Migration Modules are listed in the Comments Section of the Investment Summary, and any capitalized terms not otherwise defined herein will have the meaning assigned to those terms in the Agreement.
2. **Support & SaaS Services for Migration Modules.** Your payment of annual SaaS Fees for the Replacement Modules includes annual maintenance and support services in the scope described by the Agreement, and, *to the extent currently being provided*, annual SaaS Services, for the Migration Modules for the time period covered by your payment of annual SaaS Fees.
3. **License/Use Rights for Migration Modules.** Unless expressly stated otherwise in the Agreement, your license to use a Migration Module terminates when the applicable Replacement Module is used in live production.
4. **Credit for Prepaid Fees for Migration Modules.** In the event you prepaid annual maintenance or SaaS fees for Migration Modules for any time during your annual SaaS Term for your Replacement Modules, Tyler will credit that prepayment to your account. This credit may be applied towards any future purchases from Tyler under the Agreement.



Exhibit A Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Sales quotation to be inserted prior to Agreement execution.]

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Exhibit B Invoicing and Payment Terms

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

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

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.



3. Hardware & Third-Party Products.
 - 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
 - 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
 - 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

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

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

| Client Relief Schedule | |
|------------------------|-------------------------------|
| Actual Attainment | Client Relief |
| 99.99% - 98.00% | Remedial action will be taken |
| 97.99% - 95.00% | 4% |
| Below 95.00% | 5% |

IV. Maintenance Notifications

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

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



09 - TIS Exhibit -
Service Level Agreement



Exhibit D Third-Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Exhibit D

Schedule 1

Third Party Verification Services – Work Number by Equifax Terms of Service

Your use of the Third Party Verification Services - Work Number by Equifax (the employment verification service, “EVS”) is subject to these Terms of Service. The EVS is owned and operated by Equifax Workforce Solutions LLC (“EWS”), which provides subscribing employers or other data furnishers with an automated method of providing employment and income verifications to authorized third parties also known as Verifiers. The EVS is provided in accordance with these Terms of Service, including all attachments hereto, which hereby become part of the agreement between Tyler and Client when elected by Client.

EWS shall have the right to cease providing the EVS when its contract with Tyler ends or service is suspended thereunder. Tyler may terminate its provision of the Third Party Verification Service, upon email notice to Client, without incurring any liability. In addition, Client may elect to no longer receive the EVS by providing Tyler with 30 day’s advance written notice.

The ability of EWS to provide accurate information is dependent upon accurate Client Data furnished on behalf of the Client. The Tyler Software, including any related technology, is a configurable tool provided by Tyler whereby Client can and will manage its own Client Data. Tyler is providing a conduit for certain Client Data to be moved between Client and EWS via Tyler’s API.

1. EVS OVERVIEW.

- A. Service Description.** The EVS is designed to assist (i) employers whose employee data is included in Client Data (each, a “Participating Employer”), and (ii) commercial, private, nonprofit and governmental entities or Verifiers who wish to verify a consumer’s employment and/or income information. EWS will (a) provide verifications to relieve the Participating Employer of the burden of employment and income verification obligations as often as practicable; (b) provide verifications where permissible purpose, as defined by the FCRA, exists in scenarios such as where the employee has applied for a benefit (such as a job application, qualification for social services assistance or a loan application) or has obtained a benefit and the Verifier is seeking to determine whether the employee is qualified to continue to receive the benefit or is seeking to enforce obligations undertaken by the employee in connection with the benefit; (c) act on behalf of Client when working with Verifiers to perform EVS; and (d) provide analytics, modeling and/or demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Client or Client’s employees/customers. EWS will diligently protect Client Data in accordance with good industry practices.
- B. Client Authorizations.** EWS is authorized by Client to provide employment and income verification of relevant consumers. Client authorizes (i) EWS to request and receive Client Data through the Tyler Software, (ii) Tyler to make Client Data available to EWS for the purposes described herein, and (iii) EWS to provide employment and/or income verifications to Verifiers who have a permissible purpose, as defined by the FCRA, to whom such Client Data relates.

2. FAIR CREDIT REPORTING ACT (“FCRA”) OBLIGATIONS.

As a provider of the EVS, EWS is a Consumer Reporting Agency (“CRA”), as defined by the FCRA. As such, EWS complies with the FCRA in providing the EVS. EWS’s FCRA compliance enhances the protections available to the employees whose data is included in the Client Data, with respect to the privacy and accuracy of the data. EWS maintains reasonable procedures to assure maximum possible accuracy as required under the FCRA.

- A.** Client is the Furnisher with respect to the Client Data. Tyler is not a Furnisher with respect to the Client Data, does not warrant the accuracy of such data and Tyler’s role is limited to creating and maintaining the API so EWS can request, and Client can send data to EWS. Furthermore, Client (i) acknowledges that it has received the Notice to Furnishers, set forth on Attachment 1 to these Terms of Service and incorporated herein, and (ii) will fulfill the obligations as a furnisher as set forth in the Notice to Furnishers and as required by the FCRA. In the event that a consumer notifies EWS of an error in any Client Data, and EWS concludes that the Client Data is incorrect, EWS shall have the right to coordinate with the Client directly to correct the Client Data as required. After completing an investigation and acknowledging that certain Client Data is incorrect, EWS may as required under FCRA, and Client hereby authorizes EWS to: (a) correct such Client Data on behalf of Client, and/or (b) block the Client Data from being accessed by Verifiers.
- B.** In the event of consumer dispute, EWS will have primary responsibility for receiving, processing and resolving data disputes. In the event a consumer reaches out directly to Tyler regarding a dispute, Tyler will direct the party to EWS’s dispute resolution process. Client will promptly forward to EWS any results of Client’s investigation into any data dispute, in accordance with applicable law. In the event such results are sent to Tyler, Client authorizes Tyler to release such results to EWS. If the results or release are insufficient, EWS or Tyler will request sufficient information from the Client.

ATTACHMENT 1 TO TERMS OF SERVICE

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

All furnishers of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The federal Fair Credit Reporting Act (**FCRA**), 15 U.S.C 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (**CRAs**). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C 1681s-2. State law may impose additional requirements on furnisher. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (**CFPB**): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. *Section 623(e)*.

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. *Sections 623(a)(1)(A) and (a)(1)(C)*.

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. *Section 623(a)(2)*.

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. *Section 623(a)(1)(B)*.

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. *Section 623(a)(3)*.

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Federal regulations are available at www.consumerfinance.gov/learnmore. *Section 623(a)(8)*.

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. *Sections 623(b)(1)(A) and (b)(1)(B)*.
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. *Section 623(b)(1)(C) and (b)(1)(D)*.
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the

consumer later provides relevant additional information to the CRA). *Section 623(b)(2)*.

Promptly modify or delete the information, or block its reporting. *Section 623(b)(1)(E)*.

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. *Section 623(a)(4)*.

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. *Section 623(a)(5)*.

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. *Section 623(a)(5)*.

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p) must notify consumers in writing if they may furnish or have furnished negative information to a CRA. *Section 623(a)(7)*. The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. *Section 623(a)(9)*. This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties When ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. *Section 623(a)(6)*. If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. *Section 623(a)(2)*. When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. *Section 615(f)*.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

| | | | |
|--------------|------------------|-------------|-----------------|
| Section 602 | 15 U.S.C. 1681 | Section 615 | 15 U.S.C. 1681m |
| Section 603 | 15 U.S.C. 1681a | Section 616 | 15 U.S.C. 1681n |
| Section 604 | 15 U.S.C. 1681b | Section 617 | 15 U.S.C. 1681o |
| Section 605 | 15 U.S.C. 1681c | Section 618 | 15 U.S.C. 1681p |
| Section 605A | 15 U.S.C. 1681cA | Section 619 | 15 U.S.C. 1681q |
| Section 605B | 15 U.S.C. 1681cB | Section 620 | 15 U.S.C. 1681r |
| Section 606 | 15 U.S.C. 1681d | Section 621 | 15 U.S.C. 1681s |

| | | | |
|-------------|-----------------|-------------|-------------------|
| Section 607 | 15 U.S.C. 1681e | Section 622 | 15 U.S.C. 1681s-1 |
| Section 608 | 15 U.S.C. 1681f | Section 623 | 15 U.S.C. 1681s-2 |
| Section 609 | 15 U.S.C. 1681g | Section 624 | 15 U.S.C. 1681t |
| Section 610 | 15 U.S.C.1681h | Section 625 | 15 U.S.C. 1681u |
| Section 611 | 15 U.S.C. 1681i | Section 626 | 15 U.S.C. 1681v |
| Section 612 | 15 U.S.C. 1681j | Section 627 | 15 U.S.C. 1681w |
| Section 613 | 15 U.S.C. 1681k | Section 628 | 15 U.S.C. 1681x |
| Section 614 | 15 U.S.C. 1681l | Section 629 | 15 U.S.C. 1681y |



Exhibit E
Statement of Work

SOW from Tyler Technologies, Inc to follow.

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Tukwila, WA **DRAFT**

SOW from Tyler Technologies, Inc.

9/17/2025

Presented to:
City of Tukwila
6200 Southcenter Blvd
Tukwila, WA 98188

Contact:
Rich Boven
Email: richard.boven@tylertech.com
1 Tyler Drive, Yarmouth, Maine 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

1.3 Methodology

This is accomplished by the City 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 City’s complexity and organizational needs.



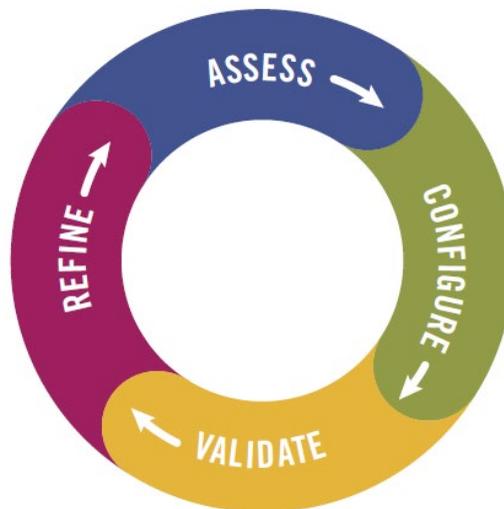
Tyler's Six Stage Project Methodology



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

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City 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 City'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 complete the Project efficiently and effectively.



Part 2: Project Foundation

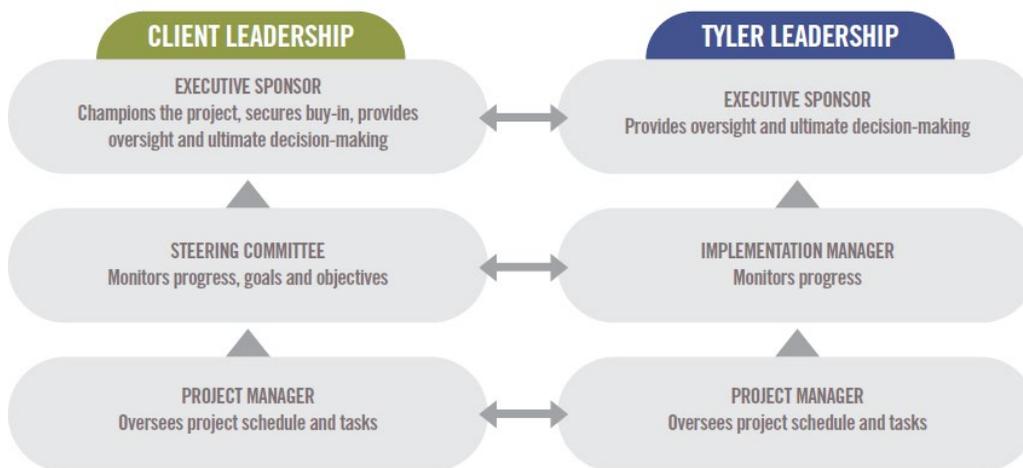
2. Project Governance

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

This section outlines the resources required to 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 City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City 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 City and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 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.

3.2 Change Control

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

3.3 Change Request Management

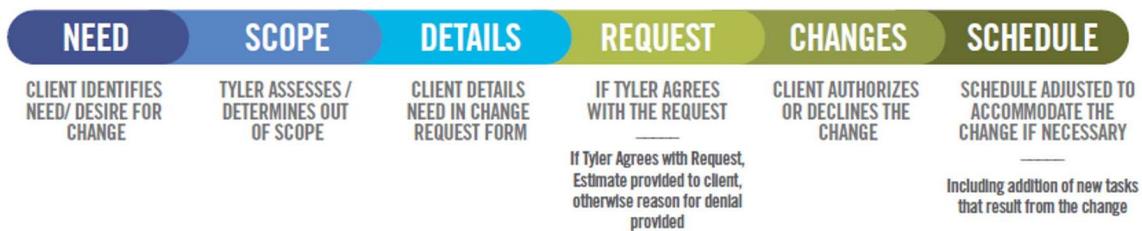
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City 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 City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City 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 City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

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

Both Tyler and the City 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 City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City 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 City 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 City 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 City 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 City does not agree the Deliverable or Control Point meets requirements, the City 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 City 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 City 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.

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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



5.1.1 Tyler Executive Manager

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 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 City'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 City's executive sponsor.

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

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

5.1.3.2 Planning

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



5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

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

5.1.4 Tyler Implementation Consultant

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

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



5.1.7 Tyler Data Experts

- Validates that customer data files are in proper format.
- Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City completes the data review.
- Provides conversion consulting and mapping assistance.

5.2 City Roles & Responsibilities

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

5.2.1 City Executive Sponsor

The City 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, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

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

5.2.2 City Steering Committee

The City 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 City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

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



- Project Goals
- City Policies
- Needs of other client projects

5.2.3 City Project Manager

The City 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 City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City 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 City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City 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 City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.



- Identifies and coordinates all City 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 City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City 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 City 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 City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation



5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City 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 City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City End Users

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

5.2.7 City 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 City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City 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 City'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 City and Tyler resources.
- Communicates changes affecting users and department stakeholders.



- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

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



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

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

Work Breakdown Structure (WBS)

| 1. Initiate & Plan | 2. Assess & Define | 3. Prepare Solution | 4. Production Readiness | 5. Production | 6. Close |
|-----------------------------|-------------------------------------|-------------------------------|-------------------------|-----------------------------------|-----------------------|
| 1.1 Initial Coordination | 2.1 Solution Orientation | 3.1 Initial System Deployment | 4.1 Solution Validation | 5.1 Go Live | 6.1 Phase Close Out |
| 1.2 Project/Phase Planning | 2.2 Current & Future State Analysis | 3.2 Configuration | 4.2 Go Live Readiness | 5.2 Transition to Client Services | 6.2 Project Close Out |
| 1.3 Infrastructure Planning | 2.3 Modification Analysis | 3.3 Process Refinement | 4.3 End User Training | 5.3 Post Go Live Activities | |
| 1.4 Stakeholder Meeting | 2.4 Conversion Assessment | 3.4 Conversion Delivery | | | |
| 1.5 GIS Planning* | 2.5 Data Assessment | 3.5 Data Delivery | | | |
| | | 3.6 Modifications* | | | |

**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 “This work package is not applicable” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

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

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City 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 City 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 City's team. During this step, Tyler will work with the City 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 City project team.

| STAGE 1 | Initial Coordination | | | | | | | | | | | | | | | | |
|---|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | City | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned | A | R | C | I | I | I | I | | I | | I | | | | | | |
| City project team is assigned | | | | | | | | | A | I | R | I | I | I | | | |
| Provide initial project documents to the City | | 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 | Working initial project documents |
| | Project portal |

Work package assumptions:

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

6.1.2 Project/Phase Planning

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

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City 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 City’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 City 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 City 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 | | | | | | | | | | | | | | | | |
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| | Tyler | | | | | | | City | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Schedule and conduct planning session(s) | | A | R | | | | | | I | | C | C | I | | | | |



| | | | | | | | | | | | | | | | | | |
|----------------------------------|--|---|---|---|---|---|---|--|---|---|---|---|---|---|---|--|---|
| Develop Project Management Plan | | A | R | | | | | | I | | C | C | I | | | | |
| Develop initial project schedule | | A | R | I | I | I | I | | I | I | C | C | I | I | C | | I |

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

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

Work package assumptions:

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

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The City is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

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

| STAGE 1 | Infrastructure Planning | | | | | | | | | | | | | | | | |
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| Initial Infrastructure Communication | | A | R | | C | | C | | | | C | | | | | | C |
| Schedule Environment Availability | | A | R | | | | C | | | | I | | | | | | |



| | | |
|------------------------|---------------------------------------|---|
| Inputs | Initial Infrastructure Requirements | |
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Completed Infrastructure Requirements | Delivery of Requirements |

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City 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 City 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 | | | | | | | | | | | | | | | | |
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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

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

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

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

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

6.2 Assess & Define

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

6.2.1 Solution Orientation

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

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City 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 City for current and future state analysis.

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| STAGE 2 | Solution Orientation | |
| | Tyler | City |



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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 |

6.2.2 Current & Future State Analysis

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

The City 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 City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City’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.

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| STAGE 2 | Current & Future State Analysis | |
| | Tyler | City |



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| 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 | City 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:

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

6.2.3 This work package is not applicable.

6.2.4 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 City 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 City’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.
- If source data is a Tyler legacy system, Tyler performs the data mappings. If source data is from a third-party, client is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

| STAGE 2 | Data Conversion Assessment | | | | | | | | | | | | | | | | |
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| Extract Data from Source Systems | | | A | | R | | | | | | I | | | | | | C |
| Complete Data Analysis/Mapping | | A | R | C | C | | | | | | I | C | | C | | | I |
| Review and Scrub Source Data | | | I | I | I | | | | | | A | R | | C | | | I |
| Build/Update Data Conversion Plan | | | R | C | C | | | | | | C | I | I | I | | | I |

| | |
|--------|---|
| Inputs | City Source data |
| | City Source data Documentation (if available) |

| | | |
|------------------------|--|--|
| Outputs / Deliverables | | Acceptance Criteria [only] for Deliverables |
| | Data Conversion Plan built/updated (if applicable) | City Acceptance of Data Conversion Plan, if Applicable |
| | | City acceptance of Solution Design Document |

Work package assumptions:

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard Enterprise ERP conversion format. If the source data is from a third-party the client will provide Tyler with the data in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.5 Conversion Assessment

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

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- If source data is a Tyler legacy system, Tyler performs the data mappings. If source data is from a third-party, client is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

| STAGE 2 | Data Conversion Assessment | | | | | | | | | | | | | | | | |
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| Extract Data from Source Systems | | | A | | R | | | | | | I | | | | | | C |
| Review and Scrub Source Data | | | I | I | I | | | | | | A | R | | C | | | I |
| Build/Update Data Conversion Plan | | | R | C | C | | | | | | C | I | I | I | | | I |

| | |
|--------|---|
| Inputs | City Source data |
| | City Source data Documentation (if available) |

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

Work package assumptions:

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard Enterprise ERP conversion format. If the source data is from a third-party the client will provide Tyler with the data in a mutually agreed upon format.



- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

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

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of 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.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

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

6.3.1 Initial System Deployment

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

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

| | | |
|---------|--|------|
| STAGE 3 | Initial System Deployment (Hosted/SaaS)* | |
| | Tyler | City |



| | | | | | | | | | | | | | | | | | |
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| Prepare hosted environment | | | A | | | | R | | | | I | | | | | | C |
| Install Licensed Software for Included Environments | | | A | | | | R | | | | I | | | | | | C |
| Install Licensed Software on City Devices (if applicable) | | | I | | | | C | | | | A | | | | | | R |
| Tyler System Administration Training (if applicable) | | | A | | | | R | | | | I | | | | | | C |

| Outputs / Deliverables | Acceptance Criteria [only] for Deliverables |
|--|---|
| Licensed Software is Installed on the Server(s) | Software is accessible |
| Licensed Software is Installed on City Devices (if applicable) | Software is accessible |
| Installation Checklist/System Document | |

Work package assumptions:

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

6.3.2 Configuration

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

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

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.



- Prepare standard interfaces for process validation (if applicable).

| STAGE 3 | Configuration | | | | | | | | | | | | | | | | |
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| | Tyler | | | | | | | City | | | | | | | | | |
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| Conduct configuration training | | | A | R | | | | | | | I | C | | C | | | |
| Complete Tyler configuration tasks (where applicable) | | | A | R | | | | | | | I | I | | I | | | |
| Complete City 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 | |

Work package assumptions:

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

6.3.3 Process Refinement

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

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.



- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| STAGE 3 | Process Refinement | | | | | | | | | | | | | | | | |
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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 (City 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 City-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 City-specific process documentation (completed by City) | |

Work package assumptions:

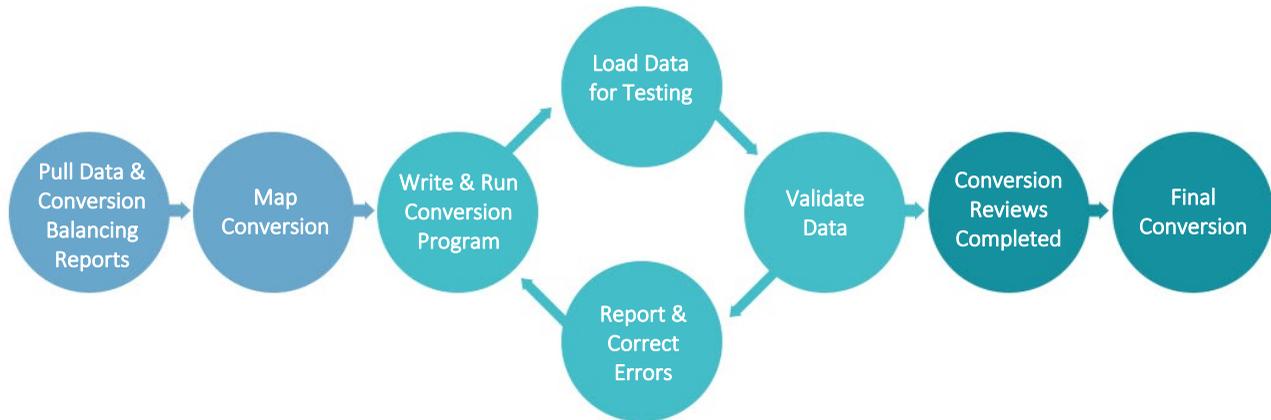
- None



6.3.4 Conversion Delivery

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

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



Objectives:

- Data is ready for production (Conversion).

| STAGE 3 | Data Delivery & Conversion | | | | | | | | | | | | | | | | |
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| | Tyler | | | | | | | | City | | | | | | | | |
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| Provide data crosswalks/code mapping tool | | | A | C | R | | | | | | I | I | | I | | | |
| Populate data crosswalks/code mapping tool | | | I | C | C | | | | | | A | R | | C | | | |



| | | | | | | | | | | | | | | | | | |
|--|--|--|---|---|---|--|--|--|--|--|---|---|--|---|--|--|---|
| Iterations: Conversion Development | | | A | C | R | | | | | | I | | | | | | I |
| Iterations: Deliver converted data | | | A | | R | | | | | | I | | | | | | I |
| Iterations: Proof/Review data and reconcile to source system | | | C | C | C | | | | | | A | R | | C | | | C |

| | |
|--------|----------------------|
| Inputs | |
| | Data Conversion Plan |
| | Configuration |

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

Work package assumptions:

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

6.3.5 This work package is not applicable.

6.3.6 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.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

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



6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City 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 City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City 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 City organization is ready to move forward with go-live and training (if applicable).

| STAGE 4 | Solution Validation | | | | | | | | | | | | | | | | |
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| 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 | City updates report with testing results |

Work package assumptions:

- Designated testing environment has been established.



- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City 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 City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City 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 | | | | | | | City | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | 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 City |

Work package assumptions:



- None

6.4.3 End User Training

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

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City 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 City specific business process documentation. City-led training labs using City specific business process documentation if created by the City 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 City is prepared for on-going training and support of the application.

| STAGE 4 | End User Training | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | City | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | 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 (City-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 | City signoff that training was delivered |

Work package assumptions:



- The City 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 City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

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

Production Readiness stage deliverables:

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

Production Readiness stage acceptance criteria:

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

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City 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 City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

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

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

Tyler staff collaborates with the City during Go-Live activities. The City 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.



- City data available in Production environment.

| STAGE 5 | Go-Live | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | City | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | 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 | City confirms data is available in production environment |

Work package assumptions:

- The City 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 City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User’s provide business process context to the end users during Go-Live.



6.5.2 Transition to Client Services

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

Objectives:

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

| STAGE 5 | Transition to Client Services | | | | | | | | | | | | | | | | |
|---|-------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | City | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Transfer City 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.

6.5.3 Post Go-Live Activities

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

Objectives:



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

| STAGE 5 | Post Go-Live Activities | | | | | | | | | | | | | | | | |
|---|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | City | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | 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.

6.5.4 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.



6.6 Close

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

6.6.1 Phase Closeout

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

Objectives:

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

| STAGE 6 | Phase Close Out | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | City | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | 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 | City |
|--------------|---|--|
| | Project Leadership | Project Manager |
| | Project Manager | Project Sponsor(s) |
| | Implementation Consultants | Functional Leads, Power Users, Technical Leads |
| | Technical Consultants (Conversion, Deployment, Development) | |
| | Client Services | |

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



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

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

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

At this time the City 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 City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6 | Project Close Out | | | | | | | | | | | | | | | | |
|---|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| | Tyler | | | | | | | City | | | | | | | | | |
| RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | 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 City 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 | City acceptance; Completed report indicating all project Deliverables and milestones have been completed |
|--|---------------------|--|

Work package assumptions:

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

6.6.3 Control Point 6: Close Stage Acceptance

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

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

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

7. General Assumptions

Tyler and the City 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 few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe 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 City 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 City 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 City to make process changes.



- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City 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 City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City 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 City 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 City makes timely Project related decisions 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 City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

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



8. Glossary

| Word or Term | Definition |
|--|--|
| Acceptance | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria. |
| Accountable | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI] |
| Application | A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user. |
| Application Programming Interface (API) | A defined set of tools/methods to pass data to and 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] |



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



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



Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Human Resources Management

9.1.1.1 HRM Employee Master Information

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

9.1.1.2 Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years
- Accumulators are converted with check history and earning/deduction history as a default. No accumulator files are necessary to submit when converting history.

9.1.1.3 Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.1.4 Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.1.1.5 Personnel Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.1.1.6 Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.1.1.7 Education

- Codes, for institution, type of degree, and area(s) of study





10. Additional Appendices

10.1 This work package is not applicable.



11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target duration for each phase of the project. The timeline needs to account for resource availability, business goals, size and complexity of the project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation. Durations may be revised when the Agreement is signed and further refined during the project.

Eden to Enterprise ERP project start dates are dependent on wave availability. Waves are a common implementation start month for a group of Eden clients. Each wave has a designated number of slots available for clients to sign up – once those slots are full you must choose an alternate wave with availability. A signed agreement is required to reserve your spot in a wave.

| Phase | Functional Area(s) | Modules | Duration |
|-------|----------------------------|---|---|
| 1 | Financials | <ul style="list-style-type: none">Limited GL | 3 Months |
| 2 | Human Resources Management | <ul style="list-style-type: none">Payroll with Employee AccessHuman Resources & Talent ManagementTime & Attendance with Mobile Access | 12 Months or as defined in the Project Plan and mutually agreed upon |
| | System Wide | <ul style="list-style-type: none">Enterprise Analytics & Reporting w Executive InsightsEnterprise FormsContent Manager Core includes Onboarding | |

11.2 This work package is not applicable.





City of Tukwila

City Council Finance & Governance Committee

Meeting Minutes

February 9, 2026 – 5:30 p.m. – Hybrid Meeting; Hazelnut Conference Room & MS Teams

Councilmembers Present: Verna Seal, Chair; Dennis Martinez, Hannah Hedrick
Staff Present: Marty Wine, Joel Bush, Laurel Humphrey, Aaron BeMiller, Tony Cullerton, Megan Marks

I. BUSINESS AGENDA

A. 2025 Transfers

Staff is seeking approval to transfer \$2.7M to Fund 302 for capital and major maintenance and \$300,000 to Fund 503, LEOFF from the 2025 year-end General Fund.

Committee Recommendation

Unanimous approval. Forward to February 23, 2026 Committee of the Whole.

B. Payroll and Billing Service Agreement

Staff is seeking approval of an agreement with Tyler Technologies in an initial amount of \$467,102.00 and annual fee of \$95,873.00 for payroll processing and utility billing software.

Committee Recommendation

Unanimous approval. Forward to February 23, 2026 Committee of the Whole.

C. December 2025 Monthly Report

Staff presented the report and discussed the timing of future reports due to the committee schedule change.

Committee Recommendation

Discussion only.

D. Finance & Governance Committee Workplan

Staff presented a draft workplan.

Committee Recommendation

Discussion only.

MISCELLANEOUS

The meeting adjourned at 6:07 p.m.

Committee Chair Approval

City of Tukwila

Thomas McLeod, Mayor
Marty Wine, City Administrator



ITEM NO.
4.C.

AGENDA BILL

| | |
|----------------------------|--|
| Agenda Item | Repeal & Replace TMC 3.36 - Acceptance of Donations & Sponsorships |
| Sponsor | Aaron BeMiller, Finance Director |
| Legislative History | February 9, 2026 Finance & Governance Committee February 23, 2026 Committee of the Whole |
| Recommended Motion | <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Requested MOVE TO adopt an ordinance allowing the acceptance of donations and sponsorships to support city programs and services |

EXECUTIVE SUMMARY

Tukwila Municipal Code (TMC) 3.36 is being changed to include sponsorships, in addition to donations.

DISCUSSION

The purpose of this change is to include acceptance of sponsorships to support city programs and services in TMC 3.36. The inclusion of sponsorship provides legislative authority for the City to accept sponsorship opportunities that are in line with established municipal purposes. The City will exercise sole discretion over which sponsorships will be accepted. Sponsorships are typically a business relationship where the City and an external entity or individual exchange goods and services for the public display of a message on City property. The changes also expand TMC Chapter 3.36 to include a section to define donations and sponsorships.

A corresponding administrative policy and procedure is in process to establish criteria by which the City will accept sponsors that further the City's mission, goals, programs, and/or services. The administrative policy and procedures will provide guidelines to mitigate risks associated with the City accepting a sponsorship or donation that would commit the organization to an ongoing expenditure that otherwise would not have been budgeted.

ATTACHMENTS

Draft Ordinance

DRAFT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, REPEALING ORDINANCE NO. 1075, AS CODIFIED AT CHAPTER 3.36 OF THE TUKWILA MUNICIPAL CODE, THEREBY ELIMINATING TMC CHAPTER 3.36; REENACTING CHAPTER 3.36 TO AUTHORIZE ACCEPTANCE OF DONATIONS AND SPONSORSHIPS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, under Section 3.36.010 of the Tukwila Municipal Code (“TMC”), the Mayor and Tukwila City Council are authorized to accept donations of money or property given to the City of Tukwila (“City”); and

WHEREAS, the City Council has determined that sponsorships, in addition to donations, can enhance City events, programs and services, which in turn support the City’s vision, mission and goals; and

WHEREAS, the City wishes to accept appropriate sponsorships in limited circumstances to generate funds for improving or expanding certain City events, programs and services; and

WHEREAS, under RCW 35.21.100, the City is required to outline by ordinance how donations and sponsorships are to be accepted; and

WHEREAS, the City Council wishes to repeal and replace chapter 3.36 of the TMC as set forth in this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Repealer. Ordinance No. 1075, as codified in Tukwila Municipal Code (TMC) Chapter 3.36, “Donations, Devises and Bequests,” is hereby repealed, thereby eliminating this chapter in its entirety.

Section 2. TMC Chapter 3.36 Reenacted. TMC Chapter 3.36 of the Tukwila Municipal Code is hereby reenacted to read as follows:

CHAPTER 3.36
DONATIONS AND SPONSORSHIPS

Sections:

3.36.010 Definitions

3.36.020 Acceptance of Donations and Sponsorships Authorized

Section 3. TMC Section 3.36.010, “Definitions,” is hereby reenacted to read as follows:

3.36.010. Definitions.

1. “Donation”

As used in this chapter, the term “donation” refers to any money or property, real or personal, that is donated, devised or bequeathed, with or without restriction, to the City of Tukwila.

2. “Sponsorship”

As used in this chapter, the term “sponsorship” refers to any money or service, that is given, with or without restriction, to the City of Tukwila. A sponsorship is typically a business relationship in which the City and an external entity or individual exchange goods and services for the public display of a message on City property, including, but not limited to, physical and digital media and signage, acknowledging private support.

Section 4. TMC Section 3.36.020, “Acceptance of Donations and Sponsorships Authorized,” is hereby reenacted to read as follow:

3.36.020. Acceptance of Donations and Sponsorships Authorized.

1. **General.** In accordance with RCW 35.21.100, the Mayor, or their designee, is authorized to accept money or property, not to exceed authorized thresholds, as stipulated in Resolution No. 2097, as now in effect or subsequently amended, donated, devised, bequeathed, and/or sponsored to the City and carry out the agreed upon terms on behalf of the City and carry out the agreed upon terms on behalf of the City. If no terms or conditions are attached to the donation, devise, bequest and/or sponsorship, the City may expend or use it for any established municipal purpose.

Section 7. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 8. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

Section 9. Effective Date. This Ordinance or a summary thereof shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this ____ day of _____, 2026.

ATTEST/AUTHENTICATED:

Andy Youn-Barnett, CMC, City Clerk

Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney



AGENDA BILL

| | |
|----------------------------|--|
| Agenda Item | World Cup: Marketing Service, Agreement with True Blue Service |
| Sponsor | Brandon Miles Mayor's Office |
| Legislative History | February 9, 2026 Planning & Community Development Committee February 23, 2026 Special Meeting Consent |
| Recommended Motion | <input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Requested MOVE TO Authorize the Mayor to Execute an agreement with True Blue Strategies in a final form approved by the Mayor and City Attorney. |

EXECUTIVE SUMMARY

Authorize the Mayor to execute an agreement with True Blue Strategies for marketing, branding and promotion services for the 2026 World Cup. The agreement is in substantial form. Staff requests the authorization to allow the Mayor to negotiate a final agreement in a form approved by the Mayor and City Attorney.

DISCUSSION

In June of this year the largest sport event in the history of the world will take place in North America with the FIFA World Cup. Lumen Field in Seattle will host a total of six World Cup matches, including a group stage game for Team USA and two elimination matches. The size of these matches would be comparable to a Super Bowl or Taylor Swift concert.

With just over 2,000 hotel rooms, the largest mall in the Pacific NW, transit access, and proximity to SeaTac Airport, the City is likely to see significant influx of tourists (both international, national, and local) during the World Cup. The World Cup is an opportunity for the City to promote itself and also to bring people to the City.

In November of 2025 the City approved a lodging tax application of just over \$2,199,053 to support event production, destination development investments, and economic development activities for the World Cup. Two types of events are being planned. Community events are being developed by the City's Parks Department and will focus on drawing people within 10 minutes of the City. Regional events are being overseen by the Mayor's Office and will be held in the Southcenter District. The goal of regional events is to cater to people within a 30-minute drive of the City and the City's Southcenter hotels.

As part of the approved budget, the City budgeted \$200,000 for third party marketing support for the City's World Cup events and activities. The marketing efforts will work to promote the events the City is producing, third party events in the City, and general things to do in the City.

FINANCIAL IMPACT

| | | |
|--|---|---|
| Complete for all items with fiscal implications Disclaimer: Final terms and scope of work subject to review by the City Attorney | | |
| <input checked="" type="checkbox"/> Expenditure - Budgeted <input type="checkbox"/> Expenditure - Unbudgeted <input type="checkbox"/> Expenditure - Grant-Funded <input type="checkbox"/> Revenue – One-Time (e.g. asset sale, surplus equipment) <input type="checkbox"/> Revenue - Ongoing | <u>Expenditures:</u> \$200,000 <u>Revenues(if applicable):</u> \$0 | <u>Fund Source:</u> Lodging Tax (101 fund) |
| Contractor (if applicable) | True Blue Strategies | |
| Scope of Work | Marketing, branding, and promotion services. | |
| Amount | \$200,000 | |
| Duration | July 30, 2026 | |
| <u>Additional Comments:</u> | | |

ATTACHMENTS

- Draft contract with True Blue Strategies - **updated after 02/09 PCD**
- Minutes from the 02/09 Planning & Community Development Committee Meeting



City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

NOTE: Shaded text denotes changes made after the February 9, 2026 Planning & Community Development Committee Meeting. See Page 7 of contract.

PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and True Blue Strategies, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform marketing, creative, and design work services in connection with the project titled “Tukwila World Cup Marketing.”
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending August 31 2026, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than July 30, 2026 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$200,000 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
 - B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
 - C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 - D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
 - F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
 10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

**** City signatures to be obtained by
City Clerk's Staff ONLY. ****

**** Consultant signature to be obtained by
sponsor staff. ****

CITY OF TUKWILA

CONSULTANT:

Thomas McLeod, Mayor

By: _____

Printed Name: _____

ATTEST/AUTHENTICATED:

Title: _____

Andy Youn, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Exhibit “A”

Scope of Services

Consultant currently provides marketing, branding, and creative services for the City’s Experience Initiative under a separate agreement with the City. Consultant background on the Experience Tukwila initiative makes them uniquely qualified to provide additional marketing, branding, and creative services for the City of Tukwila.

Consultant shall provided the following services to the City of Tukwila as part of the City’s efforts for the 2026 World Cup.

1. Complete a microsite, including interactive map, for the World Cup.
2. Provide regular updates to the existing Experience Tukwila digital resources (under separate agreement).
3. Design of decals, stickers, buttons, table tents, coasters, flyers, maps, trifolds, etc. for businesses to use.
4. Social media toolkit with sample post content and graphics for businesses to use.
5. Design of outdoor street banners and event signage, including artwork.
6. Ad creative production and social media ads, google search, display banner ads, and outdoor billboards.
7. Paid media placement.
8. Development of made-for social video content.
9. Regular Experience Tukwila social media channel and email content management (under separate agreement).
10. Meet with City staff to coordinate marketing and promotion for the World Cup.
11. Look for opportunities to further amplify the City’s marketing and promotion efforts for the World Cup.

Exhibit “B”

Compensation

The total compensation under this Agreement shall not exceed \$200,000.

The following are estimates for each specific sub-task. No work shall begin on a specific task without written (email is ok) notice from the City after the Consultant provides a final cost for the task. If a task is eliminated or reduced in scope, the City shall retain any cost savings.

| Activity | Estimated Cost (funds may be shifted between activities). | <u>Timeline</u> |
|---|---|--|
| Complete a microsite, including interactive map, for the World Cup. | \$20,000 | <u>Microsite — February – April, 2026</u> |
| Design of decals, stickers, buttons, table tents, coasters, flyers, maps, trifold, etc. for businesses to use (tool kit). | \$20,000 | <u>March – May, 2026</u> |
| Social media toolkit | \$5,000 | <u>March – May, 2026</u> |
| Printing of partner tool kit. | \$7,500 | <u>TBD, once design is completed and also will be done as needed, 2026</u> |
| Design of outdoor street banners and event signage, including artwork. | \$15,000 | <u>February-March, 2026</u> |
| Ad creative production and social media ads, google search, display banner ads, and outdoor billboards. | \$20,000 | <u>February - May</u> |
| Paid media placement. | \$55,000 | <u>May - July</u> |
| Development of made-for social video content. | \$37,500 | <u>TBD, video completed no later than August.</u> |
| Other creative, promotional, and marketing work identified by the City for the World Cup. Requires prior permission of the City to use these funds. | \$20,000 | <u>TBD</u> |
| Total: | \$200,000 | |



City Council Planning & Community Development Committee

Meeting Minutes

February 9, 2026, 5:30 p.m. – Hybrid Meeting; City Council Conference Room & MS Teams

Councilmembers Present: Kate Kruller, Chair; Jo Camacho, Jane Ho

Staff Present: Nora Gierloff, Brandon Miles, Neil Tabor, Pete Mayer

Chair Kruller called the meeting to order at 5:30 p.m.

BUSINESS AGENDA

A. World Cup Marketing Agreement

Staff is seeking approval of an agreement with True Blue Strategies in the amount of \$200,000 for marketing, branding and promotion services for the 2026 World Cup.



Committee Recommendation

Unanimous approval. Forward to February 23, 2026 Special Meeting Consent Agenda.

B. Planning Commission Workplan

Staff presented a proposed workplan of items for the Planning Commission to address this year. Committee members discussed the plan and emphasized the importance of addressing climate change this year if feasible, and staff agreed to keep alert for grantmaking, technical assistance, or other opportunities that could impact the prioritization.

Item(s) for follow-up:

Provide copy of existing energy map.

Committee Recommendation

Approval to schedule items before the Planning Commission as presented, subject to further input by the City Council that may arise.

C. Salmon Recovery Grant & Critical Areas Code Update

Staff updated the Committee on the schedule to update the Critical Areas Ordinance with funding provided by the Washington State Department of Commerce to address Salmon Recovery.

Committee Recommendation

Discussion only.

MISCELLANEOUS

Chair Kruller mentioned several items on her mind for future discussion, including: climate change, code enforcement on weekends, and addressing encampments near the rivers. She mentioned that committee members could come up with formal requests to present to the full Council for consensus.

The meeting adjourned at 6:30 p.m.

Committee Chair Approval



AGENDA BILL

Agenda Item Moratorium on Applications for Correctional Institutions and Detention Facilities

Sponsor Brandon Miles, Director of Strategic Initiatives & Government Relations
Nora Gierloff, Director of Community Development

Legislative History February 23, 2025 Special Meeting

Recommended Motion Discussion Only Action Requested

MOVE TO adopt the moratorium ordinance as proposed.

EXECUTIVE SUMMARY

The proposed ordinance would enact a temporary moratorium on the acceptance of applications to establish, locate, operate, develop, or license a correctional institution or any detention or related facility for the detention, transportation, and food services for people detained by state, local, or federal law enforcement. Pursuant to RCW 35A.63.220 and RCW 3670A.390, the City Council shall cause appropriate notice to be given and shall hold a public hearing regarding the moratorium within 60 days after passage of the proposed ordinance. For the proposed ordinance to be effective immediately, it must be passed by a majority plus one of the whole membership of the council (that is, five (5) affirmative (“yes”) votes are required) pursuant to RCW 35A.12.130.

DISCUSSION

In December, the Department of Homeland Security released a pre-solicitation notice for a service provider to create a facility close to Seattle and with proximity to airport services providing for comprehensive detention, transportation and food services for detainees. Tukwila is proposing to adopt a moratorium on the siting of essential public facilities, specifically correctional institutions, detention facilities, or related facilities, in order to allow time for the public outreach called for in the City’s Comprehensive Plan, Land Use Element, Policy LU-6.1, which provides as follows:

Policy LU-6.1: *Ensure that any discussion of sitting or expanding essential public facilities or facilities of regional importance use a process that incorporates broad public involvement, especially from historically marginalized and disproportionately burdened communities, and that impacts and benefits are equitably dispersed.*

The proposed ordinance would be adopted on an emergency basis and immediately effective, provided that the proposed ordinance is passed by a majority plus one (that is, five (5) “yes” votes) of the whole membership of the council as a public emergency ordinance necessary for the protection of public health, public safety, public property or the public peace, pursuant to

RCW 35A.12.130. Pursuant to RCW 36.70A.390, the Council must hold a public hearing on the legislation within 60 days after passage.

No permits are currently pending with the City for any federal or other government entity to operate a correctional facility (jail), detention facility, or similar facility anywhere in Tukwila. Any proposal to establish a jail, a detention facility, or similar facility would require significant land-use review, including public notice and a public hearing. However, the moratorium would preclude the City accepting any applications while the City reviews its land use policies and determines possible impacts.

Lease agreements for private properties are not regulated by the City and therefore do not require the City's approval. If tenant improvements (construction) is proposed, then the City's review would be limited to construction-related items only, not the use of the space, provided the use is allowed in the specific location.

The City of SeaTac adopted a similar moratorium, and the City of Seattle is also considering a moratorium.

Regarding next steps, a public hearing must be held within sixty (60) days and is scheduled for April 13, 2026. A moratorium may be effective for not longer than six months; however, it may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium ordinance may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal pursuant to RCW 35A.63.220.

ATTACHMENTS

- A. Draft Ordinance

DRAFT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ESTABLISHING A 6-MONTH MORATORIUM ON THE CHANGE OF USE, ESTABLISHMENT, EXPANSION, OR DEVELOPMENT OF FACILITIES FOR THE DETENTION, TRANSPORTATION, AND FOOD SERVICES FOR PEOPLE DETAINED BY LOCAL, STATE, OR FEDERAL LAW ENFORCEMENT; SETTING A PUBLIC HEARING; DECLARING AN EMERGENCY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on December 16, 2024, the City of Tukwila adopted its current Comprehensive Plan as Ordinance No. 2753; and

WHEREAS, the Plan articulates the community’s 20-year vision about how Tukwila will grow into the future based on the community’s core values – respect for the past and present, compassion and support for individuals and families, pride of place, and quality opportunities for working, living and community involvement; and

WHEREAS, Tukwila has become home to a diverse mix of people from many backgrounds and countries and its overarching goal is to create a community where residents including both the long-term and the recently-arrived, with varied backgrounds, traditions, languages, and countries of origin feel connected and committed to each other, their neighborhoods, their community groups and organizations, and to the City as a whole; and

WHEREAS, the purpose of the City of Tukwila’s Comprehensive Plan is to provide a comprehensive statement of City goals and policies used to focus, direct, and coordinate the efforts of departments within the City’s government. It serves as a basic source of reference for decision-making officials as they consider enacting ordinances or regulations that will affect the community’s physical and economic development; and

WHEREAS, the Comprehensive Plan establishes **Goal CC-9: Foster a strong sense of Tukwila’s regional responsibility and accountability balanced by an awareness of regional impacts on the City and its citizens;** and

WHEREAS, the Comprehensive Plan establishes **Goal LU-6: Essential public facilities are sited in coordination with King County, the State, and/or other cities and tribes, with consideration being provided for environmental justice principles that address development of healthy communities for all;** and

WHEREAS, the Comprehensive Plan establishes **Policy LU-6.1: Ensure that any discussion of siting or expanding essential public facilities or facilities of regional importance use a process that incorporates broad public involvement, especially from historically marginalized and disproportionately burdened communities, and that impacts and benefits are equitably dispersed;** and

WHEREAS, the City of Tukwila's Comprehensive Plan Land Use element generally directs the City to evaluate and ensure the compatibility of adjacent land uses through the establishment of a land use designation map, zoning designation map, and implementing development regulations; and

WHEREAS, on December 19, 2025, the Department of Homeland Security released a pre-solicitation notice for a Service Provider to create a facility that would provide for the comprehensive detention, transportation, and food services for United States Immigration and Customs Enforcement (ICE) detainees; and

WHEREAS, the Department of Homeland Security released a pre-solicitation notice that the proposed facility should be located close to Seattle and with an appropriate proximity to airport services for transportation requirements; and

WHEREAS, the City of Tukwila currently hosts numerous essential public facilities, including the Sounder Train Station, Tukwila International Boulevard Light Rail Station, King County International Airport, Bow Lake Transfer Station, and the Department of Homeland Security Seattle Field Office, within the Tukwila city limits; and

WHEREAS, the City Council may adopt an immediate moratorium, for a period of up to six months on the acceptance of permit applications for the purpose of establishing a facility meeting the definition of correctional institution, detention facility, or related facility to provide detention, transportation, and food services for detainees, provided that the City Council holds a public hearing on the moratorium within sixty days after adoption pursuant to RCW 35A.63.220 and RCW 36.70A.390; and

WHEREAS, the Tukwila City Council finds that a correctional institution or any detention or related facility may be incompatible with the Vision, Goals, and Policies of our Comprehensive Plan and that further analysis, review, community outreach, and direction from the City Council may be necessary; and

WHEREAS, pursuant to RCW 35A.12.130, the City Council finds that an emergency exists and that it is necessary to adopt an interim moratorium in order to allow sufficient time to study, evaluate, and understand the scope and potential impacts of the proposed project, and to prevent potential harm to the public health, safety, welfare, and peace, and therefore determines that immediate action is required; and

WHEREAS, the moratorium does not apply to any complete application for a correctional institution or any detention or related facility for the detention, transportation, and food services for people detained by state, local, or federal law enforcement, or similar use that has vested to the regulations in effect prior to the passage of this Ordinance; and

WHEREAS, the City shall hold a public hearing on April 13, 2026, consistent with the requirements of RCW 35A.63.220 and RCW 36.70A.390, to consider public comment and evidence on the subject of the moratorium;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Moratorium Established. Pursuant to the provisions of RCW 35A.63.220 and 36.70A.390, a moratorium is hereby enacted in the City of Tukwila prohibiting the establishment, location, operation, development, expansion, and licensing of a correctional institution or any detention or related facility for the detention, transportation, and/or food services for people detained by state, local, or federal law enforcement.

Section 2. Applications Paused. Through August 23, 2026, the City shall not accept applications for pre-applications, rezones, land use permits, construction permits, or building permits for any of the purposes or activities listed in Section 1 above, and no business license shall be granted or accepted while this moratorium is in effect. Any land use approvals, business licenses or other permits for these facilities that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void and without legal force or effect.

Section 3. Adoption of Findings of Fact. The City Council adopts as its preliminary findings the recitals set forth above. The Council may adopt additional findings in the event that additional evidence is presented to the City Council.

Section 4. Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 5. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 6. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 7. Effective Date. Pursuant to RCW 35A.13.190, the City Council declares that an emergency exists requiring passage of this Ordinance for the protection of public health, safety, welfare, and peace based on the Findings set forth in Section 3 above. This Ordinance shall take effect and be in full force immediately upon passage and shall expire automatically six months from its passage, unless extended or terminated earlier by subsequent Council action.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON,
at a Special Meeting thereof this _____ day of _____, 2026.

ATTEST/AUTHENTICATED:

Andy Youn-Barnett, CMC, City Clerk

Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney