AMENDMENT

This amendment ("Amendment") is made as of the date of the last signatory noted below (the "Effective Date")by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Columbia, with offices at 701 East Broadway, 5th Floor, Columbia, MO 65201 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated November 19, 2013 ("Agreement"); and

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

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

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Effective Date. Client understands and agrees that the EnerGov SaaS set forth in Exhibit 1 to this Amendment is licensed to Client on a subscription basis. If Client does not pay the required annual fee in accordance with the following payment terms, Client's license to use such SaaS will be suspended unless and until payment in full has been made. Payment of fees and costs for such items shall conform to the following terms:
   a. Your initial subscription fees for EnerGov SaaS Fees are invoiced on an annual basis, beginning on the earlier of (i) six (6) months following initial meeting or (ii) system go-live. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates. The foregoing notwithstanding, rates for the 2nd and 3rd years of EnerGov SaaS are indicated in Exhibit 1.
   b. EnerGov Professional Services shall be invoiced on the following milestones:
      - Milestone 1: Project Kickoff Meeting/Setup and Deploy Hosting Environment - $5,500
      - Milestone 2: Delivery of Food and Temporary Food Modules for Testing - $7,500
      - Milestone 3: Go-Live of Food and Temporary Food Modules - $3,500
      - Milestone 4: Delivery of Pools and Tattoos/Body Art Modules for Testing – $3,500
      - Milestone 5: Go-Live of Pools and Tattoos/Body Art Modules for Testing – $1,500
      - Milestone 6: Delivery of Onsite Sewage Module for Testing - $7,500
      - Milestone 7: Go-Live of Onsite Sewage Module – $3,500
      - Milestone 8: Delivery of Junkyards and Nuisances Modules for Testing - $3,500
      - Milestone 9: Go-Live of Junkyards and Nuisances Modules for Testing - $1,500
      - Milestone 10: Delivery of Inspection Results Portal - $2,500
      - Milestone 11: Delivery of eight (8) Custom Printables - $5,000
      - Milestone 12: Delivery of Data Conversion - $10,000
2. Support, hosting, and licensing of the DHD software is subject to the terms of Exhibit 2 to this Amendment.
3. Implementation of the DHD software shall be performed in accordance with Exhibit 3 to this Amendment.
4. Client Trademarks.
   a. Client hereby grants Tyler a nonexclusive, paid-up, nontransferable right to use Client's trademarks, trade names, service marks, logos, trade dress, trade name, or other indicia of sources or origin of Client ("Client Marks") for purposes of providing the EnerGov SaaS pursuant to this Amendment. The Client Marks are and will remain the exclusive property of Client, and this Amendment gives Tyler no rights therein except for a limited license to reproduce the Client Marks for the sole purpose of allowing Tyler to provide services pursuant to the terms of this Amendment and as otherwise contemplated by the Agreement. All goodwill associated with the

Client Marks will inure to the benefit of Client.

b. Client warrants that Client Marks and data furnished by Client to Tyler will not infringe or misappropriate any patent, copyright, trademark, or other proprietary right of any third party. To the extent necessary to provide the EnerGov SaaS and related services, Client represents and warrants that it will provide all access to and information about Client Marks and data in a timely manner. Client represents and warrants that (a) it has all rights necessary and appropriate to allow Tyler and its contractors to access and use the Client Marks and data, and (b) it will not take or allow to be taken and action that would result in any harmful code or materials to be provided or submitted to Tyler.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF COLUMBIA, MISSOURI

By: ______________________________

John Glascock, Interim City Manager

Date: ______________________________

ATTEST:

By: ______________________________

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: ______________________________

Nancy Thompson, City Counselor/rw RW

Tyler Technologies, Inc.

By: Russell Smith

Name: Russell Smith

Title: VP/GM Civic Services

Date: 1-18-19

ATTEST: Leigh Pleger

Name and Title: Leigh Pleger Office Manager

tyler technologies

Exhibit 1
Investment Summary

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK tyler technologies

Quoted By:	Ray Kinard
Date:	10/10/2018
Quote Expiration:	12/31/2018
Quote Name:	City of Columbia-LGD-EG DHD
Quote Number:	2018-50032
Quote Description:	EnerGov Community Health

Sales Quotation For

City of Columbia
701 E Broadway
Columbia, MO 65201-4472
Phone +1 (874) 573-7600

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Community Health	$169.00	10	$20,280.00
Extensions:			
EnerGov Citizen Self Service - Community Health (CH)	$583.00	Site License	$7,000.00
Sub-Total:			$27,280.00
Less Discount:			*$2,740.00*
TOTAL:			**$24,540.00**

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Configuration, Implementation, Reporting & Training	1	$45,000.00	$45,000.00	$0.00
EnerGov Data Conversion Services	1	$10,000.00	$10,000.00	$0.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
TOTAL:			**$55,000.00**	**$0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS	$0.00	$24,540.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$55,000.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$55,000.00**	**$24,540.00**
Year One Contract Total	**$79,540.00**	
Year Two Subscription	**$25,767.00**	
Year Three Subscription	**$27,055.00**	

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

Customer Approval: ____________________ Date: ____________________

Print Name: ____________________ P.O. #: ____________________

All primary values quoted in US Dollars

Comments

EnerGov SaaS includes up to 200GB of storage.

Configuration details, functionality and core programs listed in a separate Preliminary Statement of Work document.

Standard reports are included. Forms and documents and report modifications listed as a line item.

Optional travel for onsite production and/or training as determined necessary by both parties estimated at $1700/week.

Data conversion from one source for address, establishment, permit and contact data.

Includes all hosting and data center services.

Payment Terms - Year One SaaS subscription fees are due and payable at amendment signing and annually thereafter at our then current rates. Invoice terms are Net 30. Professional services are billable and invoiced monthly as consumed.

Exhibit 2

Annual Support and Hosting Statement of Work

In the event of a conflict between the terms of this Statement of Work and the Agreement in relation to the EnerGov SaaS-Silver for EnerGov Community Health, the terms and conditions of this Statement of Work shall prevail. This Statement of Work and the Agreement represents the complete agreement regarding the subject matter and replaces any oral or written communications between the Client and Tyler.

I. Overview

As more particularly described in the Agreement, the DHD System Maintenance for EnerGov SaaS includes a non-transferrable, limited, nonexclusive limited right to use the SaaS Services for authorized Client staff. This includes:

- The use of the Client Production System in the offices,
- The use of the offline version of the System ("Field Client"),
- Software support, i.e. correction of System-generated errors and identified bugs in the approved and implemented System functionality, and work stoppage issues created by these errors,
- Hosting of Client data and complete System application,
- Technical support to Client staff handled through Client and Tyler Maintenance Support team for modules on the current production System.
- Software Support

A. Software Version Releases

1. Although there are no formal software version releases, the DHD system is periodically updated to include system-wide improvements and features. As these updates are completed, they are implemented to the live system at no additional charge to the Client.

2. Tyler will notify the Client of any software modifications and revisions. The notification shall include, but may not be limited to, a statement describing the effect of including the software change on the system, application programs, data files, workstation functions and services, and personnel training recommendations.

B. Client Issue Tracker

The System includes the Client Issue Tracker module. The Client System Administrators (CSAs) are able to enter issues, open tickets, and enter requests. CSAs can also monitor the progress of the ticket as it moves through the system and are alerted when the issue is resolved. Each issue is assigned a priority level and a status, so pending issues can be addressed in order from highest priority to lowest as defined by Client and specified to Tyler staff.

C. Bug/Error/Break Fixes

1. Bugs, errors, and breaks are defects in the product, that is, a deviation between the functionality of the product and its actual performance. A bug fix is required to change the code to repair the bug. Bug fixes could be associated with a single line of code or large portions of code thus requiring more development time.
2. Critical Bugs are defined as problems that create a Client work stoppage, problems that affect the Client's ability to use the System as it was designed, problems that prevent the Client from doing business, or problems that prevent the Client from submitting data to the System.

    a) If the Client reports an issue as a Critical Bug, Tyler staff will review and verify the status. If the issue does not qualify as a Critical Bug as defined above, Tyler staff will update the issue status, assign it to a Work Order, and notify Client.

3. Escalated Issues are defined as those issues that do not meet the qualifications of a Critical System Bug but still need to be addressed and corrected as soon as possible, e.g. before all other issues in Issue Tracker except Critical Bugs. Only Tyler staff is able to Escalate Issues. The types of issues that can be elevated to an Escalated Issues status are:

    a) Time-sensitive or urgent report requests that have a hard date and/or time deadline, such as media requests or legislative reports,

    b) Time-sensitive or urgent change requests that have a hard date and/or time deadline, such as state-mandated changes regarding permit renewals, licensing, or billing. Additional charges may apply to escalated change requests that fall outside the original Scope of Work.

4. Critical Bugs and Escalated Issues receive top priority in the maintenance schedule. When Critical Bugs and Escalated Issues are reported, they are verified by Tyler, acknowledged, and typically resolved within twenty-four (24) hours. If a Critical Bug will take longer than twenty-four (24) hours to correct, the Client will be notified of the proposed correction within twenty-four (24) hours. If there are more than three (3) Escalated Issues in the Client System at one time, a Work Order will be created containing only the Escalated Issues, and will be moved into the development schedule as soon as possible. The estimated turnaround for Escalated Issues is seven (7) business days.

5. A Work Order is defined as a list of issues, grouped by issue priority and system module, created by Tyler staff and approved by the Client. Work Orders may contain up to twenty (20) issues and must be approved by Client signature before added to the maintenance schedule. Once a Work Order is complete, the Client will have 30 calendar days to review, test, and accept the Work Order by Client signature, or reject the changes in writing, with detailed documentation of the reasons for rejection. Once the Client accepts the Work Order, the changes will be pushed to the Client Production System within two (2) business days. All items within a Work Order will be pushed to production at one time, not piecemeal. The estimated turnaround time for Work Orders is sixty (60) to ninety (90) business days.

    a) Once a Work Order is pushed to the production system and verified by Client, the Client will sign a completion form, indicating acceptance of all the issues within the Work Order. No additional Work Orders will be moved into development until the completion form is signed.

D. Reserved.

E. System Enhancements

1. System Enhancements are defined as change requests and feature requests, which affect System appearance and/or functionality not included in the existing System functionality or that fall outside the system Scope of Work and/or approved system documentation.

2. The Tyler Project Team on a case-by-case basis evaluates change requests. Each change request will be reviewed against the original System scope of work and approved specifications, and will be quoted to the Client at the standard per-hour development rate.

3. Feature requests are evaluated by the Tyler Project Team on a case-by-case basis. Each request will be reviewed against the original scope of work and approved system specifications, and will be quoted to the Client at the standard per-hour development rate.

4. All changes and enhancements to the system will be quoted to the client on a case-by-case basis. No billable work will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

5. Changes and features are first implemented and tested on Tyler's Development server. After the change is approved internally, it is pushed to the Testing server. This server is the Client's testing environment, which is an exact replica of the production system. This testing environment is standard in the system, and there is no extra fee for this feature. Once the enhancements have been fully tested and approved by the Client, they are pushed to the production system where they are immediately available to all users. There is no downtime for any user, and no extra software installations are necessary.

6. Change and feature requests will be addressed in ninety (90) to one hundred and twenty (120) working days, depending on type of request, complexity, and current development schedule.

F. Priorities

The Priority field helps define an issue's importance to the Client and is used to determine delivery dates. The options are: Very High, High, Medium, Low, and Very Low.

1. The "Very High" status is reserved for Work Stoppage bugs only. The status of a Work Stoppage is strictly reserved for bugs that are preventing use of the system. Work Stoppage Bugs are corrected within 24 hours unless otherwise notified by the Tyler Maintenance Team.

2. In the event of a major issue that impacts production, procedures are in place to allow immediate attention to focus on that item whether it requires programming resources or other Tyler staff participation.

3. All escalation is handled through Tyler technical support. Depending on the type of issue, the system may escalate an item to one department or another (for example, Database Administration, Project Management, or Development). Any time an issue is escalated to senior technical staff the Client will receive an estimated correction time and a reason for the escalation to senior tech staff.

G. Project Procedures

Each deliverable document or Work Order will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.

2. Within five (5) business days the Client Project Manager will either approve the deliverable or provide the Tyler Project Team written documentation of the discrepancies.

3. The Tyler Project Manager will resubmit, in electronic form, the final version of the deliverable document to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.

4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager.

H. Escalation Procedure

When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW:

1. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.

2. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.

3. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.

4. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

I. Rate for Additional Work

1. Changes to the system appearance and functionality will be quoted on a case-by-case basis at a rate of $200 per hour. This price covers all project management and development staff time. Travel and other expenses are not included in the per-hour price and may be quoted separately as necessary. No billable work or travel will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

II. System Hosting

System Hosting includes hardware support and maintenance for all Tyler-controlled equipment involved in hosting the Client's system, data and application storage, data and application backups, and disaster recovery.

A. Connectivity

The DHD system is accessed through an Internet browser and an Internet connection. No additional Client connectivity is required to access the full functionality of the production DHD system.

B. Data Storage

The data storage subsystem is configured with 9 terabytes of storage and can be expanded at any time if necessary for the term of the contract.

C. Backups

The System is 100% web-browser based and is hosted on servers that Tyler maintains. Tyler is responsible for backups, security administrations, and problem resolutions. Tyler will run nightly backups of all data. The following backups are performed:

1. Nightly differentials,
2. Weekly move backup,
3. Monthly backup rotation.

D. Disaster Recovery

In the event that data recovery is necessary following a disaster that would render data in the primary database unrecoverable, Tyler would look first to the most recent incremental backup of data and attempt to restore. In the event that both the primary database and the incremental backup experienced a catastrophic failure, Tyler would restore from the nightly incremental backup. In the event that all three of these data sources were unavailable or had catastrophic failures, Tyler would retrieve the most recent daily or weekly backup from the long-term backup storage and restore. An exception to this process would be if data were available from another backup source maintained at the Client site – at that point, if the client felt their copy was the most up-to-date, Tyler would restore data from the copy the Client deemed appropriate.

E. Hardware Support

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the Tyler server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than four (4) hours.

F. Network Availability

Network uptime occurs when the functionality of all Tyler network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the Tyler servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the System ticket-tracking module. Network downtime is measured from the time the Client ticket is opened to the time the issues is resolved and the Tyler network comes back online. The Tyler network will be available 99.9% of the time, excluding scheduled maintenance or upgrades approved by both Client and Tyler.

G. Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a Tyler server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the Tyler server comes back online. Tyler critical systems, including power and HVAC, are available 99.9% of the time, excluding scheduled maintenance periods.

H. Maintenance and escalation (scheduled and unscheduled)

1. Tyler will notify Client at least 48 hours in advance of any scheduled network downtime for System maintenance and service.

2. In the event of an unscheduled outage, Tyler will immediately notify the Client contact, informing them of the outage and its estimated length. Should the outage last more than four hours Tyler will provide an update to Client every four hours as to the system status.

3. All updates and notifications will be delivered via email to the Client contact.

I. Remedies

1. Should a Tyler outage occur that results in Client system unavailability in excess of the guaranteed uptimes, Tyler will credit Client 5% of the monthly SaaS fee for every 5% of downtime with 95% as the first credit threshold. Credits will be applied toward future SaaS payments.

J. Exceptions

1. Delinquent customers may not take advantage of our uptime guarantee. Client must request all credits in writing within three (3) calendar days of the reported downtime, and the downtime must be from a single occurrence.

III. Customer Support

A. On-line Support: System includes online text based help down to the field level. Users can hover the mouse over a field and popup text help for that field will appear.

B. Telephone Support: Telephone support for Client System Administrators between the hours of 8:00 AM and 6:00 PM EST. There is a 24-hour emergency support line available for Client System Administrators, but not general staff. General staff issues should be first directed to the Client District System Administrator to determine that the issue does not pertain to Client policy. If the issue is a legitimate system use issue and the Client District System Administrator is unable to assist the user, the Client District System Administrator may call the Support line to receive additional assistance from a Tyler staff member.

C. Virtual Support: Tyler technical staff can remote in to the application so that they can see the exact screen that an employee is on at any time. This allows them the ability to assist as if they were sitting next to the employee. The Client has to allow access to the system through the Client firewall.

D. User Manual: Electronic user manual documentation is configured to reflect the custom features of Client's specific version on the application.

IV. Roles and Responsibilities

Role	Responsibilities
Application Support (Table Maintenance)	The Client will be responsible for making some table changes to the system using Tyler-developed tools through the DHD system. The Client will also be responsible for using Issue Tracker to request changes to the system that are not available to them through the system. Tyler is responsible for fully supporting the application.
Communication	The Client is responsible for appointing a System Administrator who can verify and enter Issue Tracker items, set up users, etc. This position requires no special software or hardware knowledge and does not require a major time investment. Tyler is responsible for notifying the client of scheduled outings, updates on system changes, etc. Both the Client and Tyler are responsible for communication about the DHD system.
Connection	The Client is responsible for monitoring and ensuring that the internet connection is working properly.
Hardware Maintenance	The Client is responsible for all hardware purchased, installed, and used by the Client. Tyler is responsible for application and server hardware and peripheral equipment pertaining to those servers.
Information Services Technical	The Client is responsible for maintaining Client's own technical staff as it relates to the Client's existing infrastructure. Tyler will be responsible for everything that applies to the production system, data storage, and application and server hardware.

Role	Responsibilities
Network Support	The Client is responsible for maintaining their own network system so that users are able to access the Internet and a web browser. Tyler is responsible for all network support to application and data servers.
Security Monitoring	The Client is responsible for monitoring Internet security and any other security measures already in place. Additionally, the Client will be responsible for maintaining the integrity of the internal user security (permissions, passwords, etc.). Tyler is responsible for monitoring security at the data and application server level.
Software Updates	Tyler is responsible for all software updates on the application. The Client is responsible for other applicable software updates on the Client's hardware (operating systems, Internet browser, etc.).

[The remainder of this page is left blank intentionally.]

Exhibit 3

Implementation Statement of Work

I. Statement of Work Overview

This Statement of Work will govern the Services specified in this Statement of Work. In the event of conflict between the terms of this Statement of Work and the Agreement in relation to the EnerGov SaaS-Silver for EnerGov Community Health, the terms of the Statement of Work shall prevail. This Statement of Work and the Agreement represents the complete agreement regarding this subject matter and replaces any prior oral or written communications between the Client and Tyler.

Changes to this Statement of Work will be processed in accordance with the procedure described in Section X.a: Project Change Control Procedures.

A. Project Scope

The Client and Tyler will use a number of specific dimensions to detail the scope of the implementation project so that the project boundaries, staffing estimates, and schedule are maintained.

This project will be completed in two phases. The first phase of the project will consist of all Client administrative business modules and databases to support all office functions for all Environmental Health Programs. The second phase of the project will be implementing the field components associated with these programs. These components will be designed and implemented after Phase 1 modules are live.

1. DHD Platform System

The DHD Platform System provides a fully functional Environmental Health Data Management system that can operate without additional modules, features, customizations, or configurations. Each module includes standard logic that adds to the advanced functionality of the system and remains unchanged throughout the configuration process. The DHD Platform System modules are defined in Appendix A: DHD Platform System.

2. Configurations

Clients are able to configure the fields in the individual Platform modules for a set price. The additional fields can be of any type and length and can include specific auto-formatting: phone numbers (xxx-xxx-xxxx) and social security numbers (xxx-xx-xxxx), for example. Each field will be fully integrated into the DHD Platform System, including the Reporting and Analysis module. The full list of configurations is listed in Appendix B: Configurations.

3. Data Import

Tyler will import into the DHD system data from any industry-standard source – e.g. text file, CSV, MS Excel, MS Access, SQL. Tyler will collect a sample or subset of the Client's data near the end of the development phase. Using the Client-provided Entity Relationship Diagram (ERD) and data map, Tyler will create the conversion scripts to import that set of data into the Client System for testing purposes. Once the Client System is in the testing phase and the data set is uploaded into the Staging environment, Client can test the system and the data at one time. Tyler will convert up to five (5) years of historical Client data from an industry-standard format – e.g. MS Access, MS Excel, CSV, DBF, Microsoft SQL Server, etc. – into a new relational database with unique fields, maintaining all existing relationships and creating new relationships when necessary.

At the successful end of the testing phase, the Client will accept the Client System and Client Data. Tyler project team will work with Client and Client's IT staff to determine the best date to supply the final data set for the live Client System.

Tyler will allow Client access to a secure FTP site so that Client can upload the data immediately. Tyler will run the conversion scripts that were approved during the testing process and migrate all Client System code and data to the production servers. Tyler recommends that the Client retain access to their existing system for reference. Once the conversion scripts are completed and the data set is approved by Client, any changes in the data format or delivery method that are initiated by the Client will delay the conversion process and result in a delay in delivering the final data conversion. No changes in the data format or delivery method should be made after the conversion scripts are completed and approved by Client unless agreed to in writing by both parties. After the import is finalized and approved by the client, the final data set must match the format and layout of the sample data set exactly, or additional charges will occur.

Refer to Appendix C: Data Import for a complete list of data import services.

a) Extract Programs

For the Client legacy data stored in MS Access, MS Excel, SQL Database, or CSV list, the Client can copy the entire database/document to the secure FTP site provided by Tyler. In these cases, the Client will not have to create extract programs.

For all other applications, including those maintained by third parties, the Client is responsible for converting the data into a format approved by Tyler as well as providing data maps and dictionaries for that data. These converted data files and documentation will be uploaded to the FTP site provided by Tyler.

b) Import Programs

Tyler will be responsible for importing the data into the Client System, including writing the scripts to import the data, compile it, scrub it, and validate it based on the Client's instructions. Tyler will use a combination of pre-written scripts and custom scripts that will read the data file, import the data, and create and/or update the appropriate Client System fields. Tyler will create reports of exceptions and exclusions after the data has been imported into the Client System; the Client will be responsible for reviewing the list of exceptions and exclusions and updating the Client System appropriately.

c) Reconciliation Process
The data will be imported into the Client Testing environment after the core system is created, and the Tyler project team will review it. Once the data passes this initial inspection, Tyler will inform the Client that it is ready for review. The Client will be responsible for validating that the data has been correctly imported. Any discrepancies will be reported to the Tyler project manager, who will work with the Tyler project team to correct any issues and update the data in the Testing environment.

d) CUSTOM SERVICE: Data Mapping
Tyler will provide the Client with a list of fields in the Client System and the Client will be responsible for matching those fields with the corresponding tables and fields in the legacy client systems. The Client is responsible for providing a data map of the legacy system, which includes the tables, field names, and field descriptions. Tyler will review the data mapping with the Client and work to resolve any outstanding fields. Tyler's project manager will assist the Client with the data mapping process, offering guidance and advice as needed.

e) CUSTOM SERVICE: Data Cleansing
Tyler's project team will review with the Client any fields the Client knows are incorrect, inaccurate, formatted incorrectly, etc. ("dirty") and document what actions are required to make those fields correct and/or standard ("clean"). Tyler has standard scripts used to scrub address and phone number data before it is imported in the Client System and will create custom scripts as needed to assist in other areas. Tyler will run these scripts on all the data that is imported into the Client System.

Lastly, Tyler will import the Client Data into the Staging environment and will require that the Client thoroughly review all data to ensure that fields have populated correctly and that the data has been cleaned satisfactorily. If there are changes required, Tyler and Client will work together to decide what data can be scrubbed before the final import and what will be the Client's responsibility to change after the data has been imported into the live Client System.

f) CUSTOM SERVICE: Validations
Tyler will work with the Client to define specific and custom data validation rules. For example, if the Client's parcel numbers should all be entered in the format such as XXXXXXXXXXXXXXXXX, Tyler will extract a list of numbers that were entered incorrectly and, if the correct number of digits is represented, auto-format the field when they import the data. Tyler's in-house tools include a zip code validation process, which cross-references the zip code, Client, and city information and generates a report of anomalies. This report will be sent to the Client for manual updating because Tyler will not know which element of the address is correct.

Tyler will also work with the Client to develop any custom validation scripts are identified during the design phase of the project. These scripts will automatically change the fields as part of the conversion process so that the Client will not have to clean the data in their old systems. Once the system is live, many of these validations will be built into the system by requiring the end-users to select from pre-determined drop-down menus.

4. Public Website
   Tyler will provide a standard IFrame website design which incorporates the style of the client's current webpage. Unless otherwise agreed to in writing, the Public Website will be delivered approximately 4 weeks after the DHD system is implemented in the production environment (Go Live). Public Website specifications are fully defined in Appendix D: Public Website.

5. Field Client
   Tyler will provide an offline version of the DHD system for use by inspectors in the field. The Field Client will include the portions of the system necessary for inspectors to carry out their field functions, including access to permits and historical inspection records. The Field Client modules and minimum requirements for hardware are listed in Appendix E: Field Client.

6. Printable Forms
   a) Standard Forms
   b) The Client System includes standard forms that can be printed directly from the system. Each form is updated to include the Client's logo and contact information. Custom Printable Forms
      Clients are able to add custom printable forms for any program included in the DHD Platform System and/or any custom modules added to the system. See Appendix F: Custom Printables for a complete list of forms that will be included in the System.

7. Reporting and Analysis

   The Client System includes the Reporting and Analysis module, which contains the standard and custom reports described below. The reports return system data in real time and require no additional software installation. No report generation requires Authorized Users to have special knowledge of database design. Authorized Users will be able to run the following reports in the Client System without further specialized training.

   Reports are dynamically generated within the system, and can be exported to any common format, e.g. HTML, XML, Microsoft Word, Microsoft Excel, and CSV. Client will also have access to the standard reports that are part of the Platform System.

   a) Standard Reports
      (1) Cash Drawer Report returns a list of payments entered by date.
      (2) Invoicing Aging Report returns all fees and related invoices that are unpaid as of the time the report is generated. Invoices are grouped into aging categories: 30-60 days past due, 61-90 days past due, etc.

(3) Cash Flow Report allows users to search all payments received by date range, fee category, fee type, and/or payment method.

(4) Common Violation Report returns a list of the most common inspection violations cited, by date range.

(5) Inspection Compliance Report returns a list of establishments that have not had the appropriate number of inspections in a specific time frame.

(6) Employee Productivity Report lists all tasks performed through the system (i.e. inspections, plan review check lists, complaint investigations) as well as all tasks entered manually into the system (i.e. training dates, phone calls, meetings) by employee for a specific date range.

b) Custom Reports

Clients are able to add custom reports based on the data captured in the DHD System through platform or custom modules. See Appendix G: Custom Reports for a complete list of reports that will be included in the System.

B. Interfaces

The Client System will be capable of interfacing with standard Microsoft Office products, i.e. MS Word and MS Excel. Each report generated from the system can be exported into any of these and other formats, included CSV (Comma Separated Values), PDF, and HTML. The system's ability to export data into CSV allows the Client to upload data into virtually any other software program that supports data imports. Tyler can format the system output according to the Client's specifications. These custom formats will require development time and will be quoted on a case-by-case basis.

C. Enhancements

Enhancements refer to special requirements that will be developed by Tyler. All system work not described in this SOW, including but not limited to system changes outside the original system specifications, the addition of logic or functionality outside the original system specifications, printable form and report updates, data requests, on-site customer training, and data conversions, will be charged at a flat rate of $200 per hour, not including travel costs or other expenses. Any work over and above the not-to-exceed contract amount will be presented to Client on a case-by-case basis. No work resulting in additional charges over and above the not-to-exceed contract amount will begin until both Client and Tyler sign an amendment to the existing contract.

II. Training

A. Approach

The standard training procedures include step-by-step details that enable employees to perform their activities. Tyler's training staff will provide training agendas and materials to the Client System Administrators prior to training and will conduct all initial training through on line web conferencing.

Tyler uses train-the-trainer methods, breaking up users by program area and access permissions. Supervisors will be cross-trained on many areas of the system, and the system administrators, or super-users, will be trained on all areas of the system including setting up users and permissions and other administrative functions.

B. Courses and Training Schedule

Tyler will conduct separate training classes for each level of user based on job description: inspectors, data entry, financial, administrative, etc. Additionally, Tyler will hold a class for managers and supervisors, who will have access to more tools than the average user.

Tyler will also have a course for Client System Administrators which will explain how to set up new users, how to set permissions, how to enter data into Client Issue Tracker, and how to operate other tools that are only accessible to Client System Administrators. The Client System Administrators do not need any special technical training; the Client System Administrator tools are just as user-friendly as the rest of the System.

The actual number of training courses will depend on the number of Client staff involved. Class sizes are determined based on the number of staff and access to computer equipment. The Client is responsible for providing telephone access and an Internet connection. Each Client staff member being trained should have access to a telephone and a computer during training. These computers can be desktops, laptops, or tablet computers, but all must have Internet and telephone access. Tyler does not recommend more than 2 users to each machine during training classes.

The Tyler project team will work with the Client to determine the best dates and times to conduct training. Training usually lasts no more than two (2) days total, with each category of user in active training for approximately two (2) hours total. Each class generally lasts between one and two hours.

Specific training agendas, dates, and times will be determined by the Tyler project team and the Client as the Client System approaches the go-live date.

C. Documentation

Tyler will customize the training documentation to conform to the Client System. Help documentation is a standard system feature and includes printed user guides, quick reference guides, and online versions of all printed documentation. These documents are created after final system acceptance to ensure the accuracy of the documentation. As changes and enhancements are made to the system, the electronic and hard copy documentation will be updated as necessary. System help documentation also includes a full manual, broken down by module.

D. The training documents will also be available for Authorized users to review, download, and print from the Client Production System. The training manual will cover all aspects of the system and is available to all Authorized Users.

III. System Landscape

The system landscape begins with the developer's local version of the system, which is saved on the developer's hard drive and is where they work to develop the Client System and features. This environment is known as the Local Server, or "Local Development."

Once the development team has completed a set or section of code, the code is sent to Tyler's Development Server, where Tyler's internal QA and Testing team reviews the Client System for obvious functionality bugs, logic, and screen flow, based on the System Documentation that was approved by the Client.

After Tyler's QA and Testing team approves that portion of the system, Tyler migrates the code and/or data to their Staging or Testing environment, known as "Staging." The Staging Server is a working copy of the final Production system that allows the Client to review and approve all aspects of the Client System, including data, before the system goes live. The Tyler project team will review with the Client the features and functionality, and provide a UAT plan for Client to follow. The Client will test the system to ensure that functionality and data matches the approved System Documentation and the UAT plan.

After the Client signs the Final Approval of the system elements and/or data, Tyler will implement the information on the live Client System site, or "Production." This is the Client's live environment and the system that will be used in real time. Once the entire system and all data are operating on the Production server, the Client will sign a final system approval accepting the Production version of the Client System. The Staging environment remains available to the Client through the life of the contract. If additions or major changes to the system are added to the scope of this contract, Tyler and Client will follow these procedures to design, develop, review, and accept those changes. The Client will review on Staging server, and after Final Acceptance, Tyler will implement the changes on Production.

IV. Key Assumptions

This SOW and Tyler's estimates to perform this SOW are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure.

A. Logistics
   1. Services provided under this Statement of Work will be performed at Tyler offices in Duluth, GA. No services will be provided at the Client's site unless otherwise specified in this SOW.
   2. Requests for on-site visits to the Client's location will be evaluated on a case by case basis and will be subject to monetary charges over and above those detailed in this Agreement.
   3. Tyler will provide the Services under this SOW during normal business hours, 8:00 AM to 6:00 PM EST Monday through Friday, except national holidays. If necessary, the Client agrees to provide to Tyler after-hours access to the Client staff as becomes necessary for the purpose of meeting projected milestone dates.
   4. Client employees are expected to execute the tasks and activities identified in this SOW based on the project timeline.
   5. This Statement of Work is a contract between the Client and Tyler. Any conflicts will be resolved per the Escalation Procedures outlined in Section IX.c

B. Resources
   1. Tyler and the Client will provide at a minimum the staff resources as shown in Section IX.b.
   2. Any contractors or consultants whose services are acquired directly through Tyler or the Client in connection to this project will perform their assigned tasks in a timely manner. All Client contractors and consultants will be bound by the terms of the Agreement.
   3. The Client and Tyler will attempt to provide continuity of its core project team skills throughout the implementation project.

C. General

1. The Client and Tyler understand that the timely completion of schedules and the meeting of all deadlines set forth in this SOW are important to the successful completion of this project. Tyler and the Client agree to carry out their tasks and responsibilities in accordance with the mutually accepted detail project work plan. Any schedule deviations have the potential to impact the resources, price, and timeline of this SOW.

V. Methodology and Responsibilities

To implement the functional scope in this Statement of Work, Tyler and the Client will work under a defined plan. The project will consist of a phased plan.

A. Phase 1: Design

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Conduct Kick-off meeting	X			X
Conduct initial design meeting	X			X
Design Phase 1: Flow Charts Screens Tables Generated Reports	X			X
Review design documentation for Phase 1		X	X	
Design Phase 2: Reports/Queries UAT Plan Data Conversion Map	X		X	
Create data mapping template	X			X
Create conversion plan	X			X
Create security plan	X			X
Review design documents for Phase 2		X	X	
Return all changes to documents to Tyler		X	X	
Develop final design of flow charts, screens, tables, generated reports, reports, narratives,	X			X

test plans, and data conversion maps				
Review final design of system		X	X	
Update design documents with final changes	X			X
Review and sign off on deliverables		X	X	

B. Phase 2: Development

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Develop system according to approved design	X			X
Run data cleansing scripts	X			X
Perform data cleansing	X			X
Create sample data conversion for testing		X	X	
Create the extract programs	X			X
Create the import programs		X	X	
Create interfaces programs		X	X	
Setup or build security		X	X	
Create reports/forms		X	X	

C. Phase 3: Test

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create Test Plan	X			X
Demo system	X			X
Grant access to development system for testing	X			X
Test the application and report defects		X	X	
Fix the defects	X			X
Test conversion programs		X	X	

Test interfaces		X	X	
Test security		X	X	
Test reports/forms		X	X	
Sign off on deliverables		X	X	

D. Phase 4: Training

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create training plan	X			X
Provide access to training system	X			X
Create training materials	X			X
Conduce end-user training	X			X
Sign off on deliverables		X	X	

E. Phase 5: Go-Live

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Create transition plan	X			X
Execute system tests	X			X
Run data extract programs		X	X	
Deliver final data to Tyler		X	X	
Run import programs to load data	X			X
Run validation programs	X			X
Conduct final data reconciliation		X	X	
Sign off on system		X	X	

F. Phase 6: Field Client

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Confirm applications for field client	X			X
Develop field client	X			X
Install field client	X			X
Test Field Client		X	X	
Correct issues as identified by Client	X			X
Deliver final field client	X			X
Conduct final field client testing		X	X	
Sign off on field client		X	X	

G. Phase 7: Public Website

Activity Description	Tyler		Client	
	Lead	Assist	Lead	Assist
Confirm data for public website	X			X
Design public website	X			X
Review design and content for public website		X	X	
Update website design based on feedback	X			X
Review final website design		X	X	
Create public website	X			X
Test public website		X	X	
Correct issues as identified by Client	X			X
Deliver final public website	X			X
Conduct final public website testing		X	X	
Sign off on public website		X	X	

VI. Completion Criteria

A. Throughout the project and after each deliverable to the Client, Tyler will provide approval and signoff documentation for Client review and signature. These signoff documents will constitute formal acceptance of the deliverable and approval for the corresponding payment milestone to be invoiced. Unless agreed to by the Parties in writing, no further production or project work will be performed or delivered until the Client signs the approval documentation.

B. Tyler will have fulfilled its obligations under this Statement of Work when any one of the following first occurs:
1. Tyler accomplishes the activities as described in Section II.a: Project Scope.
2. Client and Tyler terminate this Project by mutual agreement in accordance with the provisions of the Agreement.

VII. Implementation Schedule

A. Implementation Timeline and Project Plan

The Project Plan may be updated as priorities and deliverable dates change throughout the project phases. Any change to the Project Timeline will be sent to the Client for authorization and signature. The most recent approved Project Plan for the Energov SaaS project supersedes all previous editions, regardless of approval status, and is considered a de facto amendment to this SOW. Notwithstanding the foregoing, the Project Plan shall not amend the Agreement.

Changes to the Project Plan, availability of resources or changes in scope may result in schedule delays, which may result in additional charges to the Project. Any increase in the price requires a contract amendment.

VIII. Resources

Client and Tyler will jointly staff the Tyler Implementation project. All staff assigned to the project will be assigned tasks in the Project Work Plan.

A. Client Resources

Role	Responsibilities	Time Required
Project Sponsor	The Client Health Department will provide a project sponsor for the duration of the project. The project sponsor will participate in the regularly scheduled project status meetings, when necessary. S/He will set priorities, approve scope and have final budget authority. The Project Sponsor should periodically review project progress and provide feedback on the performance of the team.	Approximately 3 – 5 hours per week over the design and development period of the project, depending on sponsor's

Role	Responsibilities	Time Required
	When conflicts impede the completion of these responsibilities, the sponsor is responsible for negotiating a solution.	involvement. This includes sitting in on the 45 minute – 1 hour status calls each week.
Project Manager	The Project Manager will have primary ownership of the operational aspects of the project and will provide day-to-day direction to the project team. The Project Manager's responsibilities include: • Manage the Client personnel and responsibilities for this project. • Serve as the single point of contact between Tyler and all Client departments participating in the project. • Administer the Project Change Control Procedure with the Tyler Project Manager. • Participate in project status meetings. • Resolve deviations from the estimated schedule, which may be caused by the Client. • Help resolve project issues and escalate issues within the Client's organization, as necessary. • Review with the Tyler Project Manager any Client invoice or billing requirements. • In general, the Project Manager is responsible for the communication and integration between the individual teams both internal and external to the project. The Project Manager is, in many cases, also the Project Sponsor.	• 1 hour each week for status calls (if necessary) • 3 hours per program for design preparation* • 10 hours per program for design review, spread out over 8 – 16 weeks* • 1 week to run testing scripts • 3 days for training*
IS Support	Responsible for working with Tyler on all data-related issues, including providing initial and final data sets for conversion into the DHD System.	10 – 20 hours total
Subject Matter Experts (SMEs)	Provide information to Tyler about the Client's business processes, forms, business rules, etc. for custom module builds. Also review and comment on the programs, tools, and requested features as they are completed. For conversion, SMEs will be responsible for mapping the data from the old systems to the new system, "cleaning" the old data, and validating that the data has been converted accurately.	• 1 hour each week for status calls • 3 hours per program for design preparation * • 10 hours per program for design review, spread out over 8 – 16 weeks * • 1 week to run testing scripts • 3 days for training*

B. Tyler Resources

Role	Responsibilities
Project Sponsor	• Acts as the counterpart to the Client Project Sponsor. • Assigns initial Tyler project personnel. • Works to resolve all decision and/or issues not resolved at the Project Management level as part of the escalation process. • 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 agree upon goals and objectives.
Project Manager	The Tyler Project Manager will function as the Project Team Leader during the duration of the project. The Tyler Project Manager will work with the Client Project Manager to manage the Client resources assigned to the project, or as defined in the project schedule. The project schedule and other parameters established by the Project Sponsor shall serve as the governing document for the Tyler Project Manager. These responsibilities will include but not limited to: • Review the SOW and the responsibilities of both parties with the Client Project Manager; • Maintain communication with Client staff through the Client Project Manager; • Establish documentation and procedural standards for the development of the project; • Prepare a detailed Project Work Plan for performance of this SOW which defines the detailed tasks and schedule responsibilities; • Measure and evaluate progress against the Project Work Plan; • Resolve deviations from the Project Work Plan; • Maintain an Action Register for action items; • Conduct regularly scheduled project status meetings; • Review and administer the Project Change Control Procedure with the Client Project Manager; • Coordinate and manage the activities of Tyler's project personnel. • Create design documents. • Assist the Client with data conversions. • Create and maintain a document distribution list.
Developers	The Tyler Project Manager will coordinate the Tyler developers. Developers will be assigned specific tasks to include but not limited to: • Create and test technical programs. • Create technical documentation.

Role	Responsibilities
Trainers	The Tyler Project Manager will coordinate the Tyler trainers. Trainers will be assigned specific tasks to include but not limited to: • Create training plan • Create training documentation • Coordinate the "Train-the-Trainer" program • Coordinate the delivery of the training.

*These duties and time allotments are shared between the Client Project Manager and the SMEs.

IX. Project Procedures

A. Project Change Control Procedures
The following is a detailed process to follow if a change to this Statement of Work (SOW) is required.

1. A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.
2. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party. The submitting party will indicate whether the change constitutes minor or major change as defined in this document.
3. Both the Tyler Project Manager and the Client Project Manager will review the proposed change and approve it or reject it.
4. A written Change Order must be signed by both parties to authorize implementation of the change.
5. Tyler will evaluate each Change Order on a case-by-case basis to determine if it is included in the current SOW or if it requires additional functionality or enhancements not represented under the agreement. Client may be responsible for additional charges for some Change Orders. Client will be informed in writing if any additional costs will be incurred as a result of a Client Change Order request, and until the Agreement and SOW are modified no design or development work will begin on the Change Order request. Any proposed change order that will result in an increase in the price or amount due shall only be authorized through a contract amendment.
6. Tyler reserves the right to adjust the Project Timeline in order to incorporate Client requested Change Orders. Additional time or monetary charges will occur if the Change Order is requested during the development period of the project process. Client will be notified in writing before such charges are applied to the Agreement and/or SOW. Any increase in price requires a contract amendment.
7. Tyler reserves the right to delay design and/or implementation of the Change Orders until all outstanding uncontested payment milestones have been paid in full. Additionally, Tyler reserves the right to delay the start of any Change Order work until after the original system, as described in this Statement of Work, has been approved, accepted, and is live on production servers.

B. Approval and Acceptance Procedure

Each deliverable document, as defined in Section VI.a: Completion Criteria will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.
2. Within five (5) working days the Client Project Manager will either approve the deliverable or provide the Tyler Project Manager a written explanation of deficiencies.
3. The Tyler Project Manager will resubmit, in electronic form, the updated final version to the Client Project Manager for approval. Provided the deliverable is approved by Client in Client's sole discretion, the Client Project Manager will provide final written approval within five (5) working days.
4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager. Reasonable delay is defined as a delay that will not affect a payment deliverable more than seven (7) business days.

C. Escalation Procedure

1. When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.
2. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.
3. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Sponsor and Project Manager to resolve the issue.
4. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract for Energov SaaS under the terms of the Agreement.
5. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

[The remainder of this page is left blank intentionally.]