

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
MAY 12, 2025
CITY HALL, 3200 DIANA DRIVE**

The Work Session and Regular Session are open to the public. If Executive Session is required, it will be held in the Council Conference Room, and is closed to the public. Please note that although the Council will generally consider the items on the agenda in the order shown below, they may elect to re-order items in order to accommodate the needs of the Council, city staff, presenters, or the public generally. Therefore, members of the public interested in any agenda item are encouraged to be in attendance at the start of the meeting.

CITY COUNCIL REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

- A. Recognition of outgoing Mayor Pro Tem Douglas Knowlton
- B. National Police Week Proclamation
- C. National Public Works Week Proclamation
- D. National Emergency Medical Services Week Proclamation
- E. National Public Service Recognition Week Proclamation
- F. Citizen Appearances/Public Comments

Citizens in attendance at the meeting who have signed a card to speak to the City Council will also be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the city staff and City Council members are prevented from discussion of the subject and may respond only with statements of factual information or existing city policy. Citizens will have three (3) minutes to address City Council. Public comment will not be taken on items that the Council has previously considered in a public hearing.

2. CONSENT AGENDA

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember or citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Approve minutes from the April 28, 2025 Joint Meeting of the City Council and the Planning and Zoning Commission and the April 28, 2025 City Council Regular Meeting
- B. Approve Resolution 613-25 recognizing World Migratory Bird Day and local efforts to pursue the Bird City Texas designation by Texas Parks and Wildlife

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. Consider Ordinance 1526-25 adopting the 2025 Standards of Care for youth programs provided by The Link Event & Recreation Center **PUBLIC HEARING**

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. None

5. CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

- A. Consider award of proposal for implementation of a new Enterprise Resource Planning (ERP) system to Tyler Technologies, Inc. and approve the Software as a Service Agreement with Tyler Technologies, Inc. for an initial three-year term
- B. Consider Work Order Authorization Agreement No. 43 for Construction Inspection Services with Halff Associates for City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects

6. OTHER ITEMS FOR CONSIDERATION

- A. None

7. REPORTS & DISCUSSIONS

- A. None

8. COMMUNITY INTEREST ITEMS

This is a standing item on the agenda of every regular meeting of the City Council. (The Texas Open Meetings Act effective September 1, 2009, provides that “a quorum of the city council may receive from municipal staff, and a member of the governing body may make, a report regarding items of community interest during a council meeting without having given notice of the subject of the report, provided no action is taken or discussed.” The Open Meetings Act does not allow Council to discuss an item concerning pending City Council business unless it is specifically, appropriately posted on the agenda.) An “item of community interest” includes the following:

- information regarding holiday schedules;
- honorary recognitions of city officials, employees, or other citizens;

- reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or city employee; and
- announcements involving imminent public health and safety threats to the city

9. EXECUTIVE SESSION

Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**

Reconvene into open session for possible action resulting from any items posted and legally discussed in Executive Session.

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 8th day of May 2025 by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

Lindsay Rawlinson

Lindsay Rawlinson
City Secretary



ACCESSIBILITY STATEMENT

The Facility is wheelchair accessible. If you plan to attend this public meeting and have a disability that requires special arrangements, please notify the City Secretary 48 hours in advance at (817) 616-3811 and reasonable accommodations will be made to assist you.

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: May 12, 2025

Subject: Mayor Pro Tem Knowlton Recognition

Agenda Item:

Recognition of outgoing Mayor Pro Tem Douglas Knowlton

Background Information:

Douglas Knowlton has served three (3) consecutive terms on the Richland Hills City Council. He was first elected as Councilmember, Place 1 in May 2019, and was reelected to that position in 2021 and 2023. Mr. Knowlton served as Mayor Pro Tem from May 2024 – May 2025. The City will recognize Mr. Knowlton's contributions and service to the Richland Hills community on Monday evening.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: May 12, 2025

Subject: Presentation of National Police Week Proclamation

Agenda Item:

National Police Week Proclamation

Background Information:

In recognition of “National Police Week”, Mayor Bergthold will present a Proclamation to Richland Hills Chief of Police Kimberly Sylvester.

National Police Week occurs every May, and in 2025 the National Law Enforcement Memorial and Museum will hold ceremonies, including the 37th Annual Candlelight Vigil, to honor the fallen officers whose names have recently been added to the Memorial.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

National Police Week Proclamation

Council Action Requested:

Presentation of National Police Week Proclamation

Proclamation



WHEREAS, in 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Richland Hills Police Department; and

WHEREAS, since the first recorded death in 1786, more than 24,067 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 37th Candlelight Vigil, on the evening of May 13, 2025; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11 – 17; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, BE IT RESOLVED, that I, Curtis Bergthold, Mayor of the City of Richland Hills, Texas do hereby proclaim May 11 – 17, 2025 as:

NATIONAL POLICE WEEK

in Richland Hills, Texas, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Mayor Curtis Bergthold
City of Richland Hills

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: May 12, 2025

Subject: National Public Works Week Proclamation

Agenda Item:

National Public Works Week Proclamation

Background Information:

In recognition of “National Public Works Week”, Mayor Bergthold will present a Proclamation to Richland Hills Director of Public Works and Capital Projects Kip Dernovich.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

National Public Works Week Proclamation

Council Action Requested:

Presentation of National Public Works Week Proclamation

Proclamation



WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed public is vital to the efficient operation of public works systems and programs including water, sewer, streets, public buildings, solid waste collection, landfill, wastewater disposal, code enforcement and engineering to provide these essential services to our citizens; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding the importance of the work they perform.

NOW, THEREFORE, BE IT RESOLVED, that I, Curtis Bergthold, Mayor of the City of Richland Hills, Texas do hereby proclaim May 18 – 24, 2025 as:

NATIONAL PUBLIC WORKS WEEK

in Richland Hills, Texas, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Mayor Curtis Bergthold
City of Richland Hills

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: May 12, 2025

Subject: National Emergency Medical Services Week Proclamation

Agenda Item:

National Emergency Medical Services Week Proclamation

Background Information:

In recognition of “National Emergency Medical Services Week”, Mayor Bergthold will present a Proclamation to Richland Hills Fire Chief Russell Shelley.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

National Emergency Medical Services Week Proclamation

Council Action Requested:

Presentation of National Emergency Medical Services Week Proclamation

Proclamation



WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of Richland Hills Fire Rescue provide lifesaving care to those in need 24 hours a day, 7 days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical service system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, dispatchers; and

WHEREAS, the members of the Richland Hills Fire Rescue engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating an Emergency Medical Services Week.

NOW, THEREFORE, BE IT RESOLVED, that I, Curtis Bergthold, Mayor of the City of Richland Hills, Texas do hereby proclaim May 18 – 24, 2025 as:

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

in Richland Hills, Texas, and encourage the community to recognize the extraordinary contributions and heroism of our local emergency medical services providers through taking part in appropriate programs and activities.

Mayor Curtis Bergthold
City of Richland Hills

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: May 12, 2025

Subject: Public Service Recognition Week

Agenda Item:

National Public Service Recognition Week Proclamation

Background Information:

In recognition of “Public Service Recognition Week”, which was celebrated nationally May 4 – May 10, Mayor Bergthold will present a proclamation to Richland Hills City Manager Candice Edmondson.

Public Service Recognition Week has been celebrated the first week of May since 1985 to honor the people who serve our nation as federal, state, county, local and tribal government employees.

The City of Richland Hills will officially celebrate Public Service Recognition Week with a BBQ lunch on Tuesday, May 13 as we honor the hard work and dedication of our city employees.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Public Service Recognition Week Proclamation

Council Action Requested:

Presentation of Public Service Recognition Week Proclamation

Proclamation



WHEREAS, Public Service Recognition Week is an annual celebration to honor the invaluable contributions of our dedicated public servants; and

WHEREAS, the City of Richland Hills is proud to recognize the tireless efforts of our public servants who work diligently to enhance the quality of life for all residents; and

WHEREAS, our public servants, including but not limited to firefighters, law enforcement officers, public works employees, parks and recreation, library and administrative staff, consistently demonstrate unwavering commitment, professionalism, and selflessness in their service to the community; and

WHEREAS, the dedication and resilience exhibited by our public servants are especially evident in times of crisis, as they tirelessly work to ensure the safety, health, and well-being of our citizens; and

WHEREAS, Public Service Recognition Week provides an opportunity for our community to express gratitude and appreciation for the vital role played by our public servants in making Richland Hills a vibrant, thriving, and inclusive place to live, work, and play; and

WHEREAS, the City of Richland Hills acknowledges the sacrifices made by public servants and their families, and recognizes the importance of fostering a supportive environment that promotes their professional growth, well-being, and recognition.

NOW, THEREFORE, be it resolved that I, Curtis Bergthold, Mayor of the City of Richland Hills, do hereby proclaim May 4 – 10, 2025 as:

PUBLIC SERVICE RECOGNITION WEEK

in Richland Hills. I urge all residents to join me in expressing gratitude and appreciation to our public servants for their dedicated service and unwavering commitment to the betterment of our community.

Mayor Curtis Bergthold
City of Richland Hills

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: May 12, 2025

Subject: Minutes from the April 28, 2025 Joint Meeting of the City Council and the Planning and Zoning Commission and the April 28, 2025 City Council Regular Meeting

Agenda Item:

Approval of minutes from the April 28, 2025 Joint Meeting of the City Council and the Planning and Zoning Commission and the April 28, 2025 City Council Regular Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

April 28, 2025 Draft Joint Meeting Minutes
April 28, 2025 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the April 28, 2025 Joint Meeting of the City Council and the Planning and Zoning Commission and the April 28, 2025 City Council Regular Meeting

**MINUTES OF A JOINT MEETING OF THE
CITY COUNCIL AND THE PLANNING & ZONING COMMISSION
APRIL 28, 2025**

Roll Call:

Council present

Curtis Bergthold, Mayor
Douglas Knowlton, Mayor Pro Tem
Travis Malone, Place 2
Theresa Bledsoe, Place 3
John Skier, Place 4
GW Estep, Place 5
Roland Goveas, Place 6

Council absent

Planning & Zoning Members Present

Michael Wilson, Chair
Mary Witt, Place 4
Kelle Jones, Place 5
Keith Albee, Alternate 1

Planning & Zoning Members Absent

Kenneth Keating, Place 1
Jackson Durham, Place 3
Ray Stilwell, Alternate 2

Staff present

Candice Edmondson, City Manager
Lindsay Rawlinson, City Secretary
JP Ducay, Director of Planning and Development Services

JOINT MEETING – 5:30 P.M.

1. CALL TO ORDER

Mayor Bergthold called the joint meeting of the City Council and the Planning & Zoning Commission to order at 5:32 p.m.

REGULAR AGENDA

2. Approved minutes from the April 22, 2025 CPAC meeting

Motion: Motion was made by Mayor Pro Tem Knowlton and seconded by Councilmember Goveas to approve the minutes from the April 22, 2025 CPAC meeting.

The vote was as follows:

For: Mayor Bergthold, Mayor Pro Tem Knowlton, Councilmembers Estep, and Goveas, Planning & Zoning Members Wilson, Witt, and Jones

Against: None

Motion carried by a vote of 7-0.

3. Introduce the first Comprehensive Plan draft and provide direction on adoption.

Director of Planning and Development Services JP Ducay introduced Halff Associates Senior Planner Nathlie Booth who provided an overall review of the draft Comprehensive Plan. She advised that the Plan serves as a blueprint to guide future development and redevelopment, derived from the stated desires of the community.

Ms. Booth advised of the three major corridors in the City including the Glenview Corridor, Boulevard 26 corridor and the Baker Boulevard corridor and discussed the characteristics of each.

She next provided an overview of each chapter in Plan:

- Chapter 1: Existing conditions and analysis from the Richland Hills Today report
- Chapter 2: Community engagement summary
- Chapter 3: Guidance on policy changes for future redevelopment, active mobility, drainage infrastructure, and neighborhoods
- Chapter 4: Detailed guidance on land use, urban design, subareas, and housing characteristics
- Chapter 5: Summarized table of actions to implement plan and measures to track plan success

Mr. Ducay reiterated that the City and Halff have sought public input throughout this process. Beginning in February 2024, Halff conducted several different conversations with different stakeholders including City Council Interviews, CPAC Meetings, Open House, Public Workshop, and an Online Survey. Public conversations on corridor improvements, neighborhood conservation, drainage infrastructure, and strategic guidance on growth and redevelopment were conducted throughout.

Goals established during the second and third CPAC meetings included a sustainable economy with the overall goal being to boost economic prosperity in Richland Hills by creating a business-friendly environment that attracts diverse shops, restaurants, and services along key commercial corridors and Quality of Place by encouraging development that creates unique and interesting places which enhance and thoughtfully integrate with Richland Hills.

Other goals included Mobility for All by enhancing the network of streets, sidewalks, bike facilities, and trails in Richland Hills to be safer, better connected, and inclusive, Strong Neighborhoods by fostering strong and identifiable neighborhoods that maintain foundational character while allowing for change, feel safe and inclusive, and integrate with natural resources and features, and Resilient Infrastructure to ensure diverse and resilient stormwater infrastructure that functions efficiently and equitably addresses risks to the city.

Chapter 4 focused on future development including incorporating land use with character and urban design. The intent is to define distinct areas in Richland Hills by form and

function including the three main focus areas of Baker Boulevard, Handley Ederville Road, and The Triangle area along Glenview Drive and Boulevard 26.

Chapter 5 focused on implementation of the Comprehensive Plan.

Discussion ensued regarding connecting the Hike and Bike Trail to other City parks, the potential for developers to purchase individual properties, and the walkability of the proposed Plan.

Director of Planning and Development Services JP Ducay advised that City staff will take the feedback received and any additional public input and present an updated draft to a joint meeting of the City Council and the Planning and Zoning Commission on Monday, May 12, 2025 for potential approval.

4. ADJOURNMENT

There being no further business to come before the joint meeting of the City Council and the Planning & Zoning Commission, Mayor Lopez and Chair Wilson declared the meeting adjourned at 6:55 p.m.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

Curtis Bergthold, Mayor

APPROVED:

Michael Wilson, Chair

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
APRIL 28, 2025
MINUTES**

Roll Call:

Council present

Curtis Bergthold, Mayor
Douglas Knowlton, Mayor Pro Tem
Travis Malone, Place 2
Theresa Bledsoe, Place 3
John Skier, Place 4
G.W. Estep, Place 5
Roland Goveas, Place 6

Council absent

Staff present

Candice Edmondson, City Manager
Lindsay Rawlinson, City Secretary
Elizabeth Yelverton, City Attorney

REGULAR SESSION – Mayor Bergthold Called to Order – Time 7:02 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE – Councilmember Travis Malone

PRESENTATIONS

1A. Business Spotlight: MPower Advance Therapy Solutions

Director of Planning and Development Services JP Ducay advised that a representative from MPower Advance Therapy Solutions was unable to attend the meeting and a business spotlight for MPower Advance Therapy Solutions will be rescheduled to a future meeting date.

1B. Municipal Clerks Week Proclamation

Mayor Bergthold read a proclamation declaring May 4 – 10, 2025, as “Professional Municipal Clerks Week” in Richland Hills and presented the proclamation to City Secretary Lindsay Rawlinson.

1C. National Corrections Officer Week Proclamation

Mayor Bergthold read a proclamation declaring May 4 – 10, 2025, as “National Corrections Officer Week” in Richland Hills and presented the proclamation to Detention Officers Kevon Morrow, Irina Appel, Nathan Patterson, and Lindsay Eastman, who serve

in the combined agency detention facility serving the cities of Richland Hills, North Richland Hills, Haltom City and Watauga.

1D. National Drinking Water Week Proclamation

Mayor Bergthold read a proclamation declaring May 4 – 10, 2025, as “National Drinking Water Week” in Richland Hills and presented the proclamation to Director of Public Works and Capital Projects Kip Dernovich.

Mr. Dernovich expressed his appreciation to the City Council and announced the annual coloring contest to celebrate National Drinking Water Week.

1E. Citizen Appearances/Public Comments

Athena Campbell, 2802 Elm Park Drive, Richland Hills, advised that she has reviewed the draft Comprehensive Plan and thinks it is well done stating that she participated in the last Comprehensive Plan update in 2014 and understands the work that has gone into it. Additionally, she discussed members of the City Council serving on the Comprehensive Plan Advisory Committee and the reasoning behind that decision.

CONSENT AGENDA

2A. Approved minutes from the March 10, 2025 City Council Regular Meeting

2B. Approved award of bid to Pipe Crew, LLC for water system improvements in the 2500 to 2600 blocks of Mimosa Park Drive as part of the 50th Year Community Development Block Grant Program

2C. Approved emergency pump replacement at the Rena Trinity well site by Millican Well Service, LLC in the amount of \$88,000

Agenda Item 2B was removed from the Consent Agenda and given separate discussion.

Motion: Motion was made by Councilmember Bledsoe and seconded by Mayor Pro Tem Knowlton to remove Agenda Item 2B from the Consent Agenda for individual consideration.

Motion carried by a vote of 7-0.

Motion: Motion was made by Councilmember Malone and seconded by Councilmember Goveas to approve the Agenda Items 2A and 2C.

Motion carried by a vote of 7-0.

2B. Approved award of bid to Pipe Crew, LLC for water system improvements in the 2500 to 2600 blocks of Mimosa Park Drive as part of the 50th Year Community Development Block Grant Program

In December 2023, City Council authorized submission of a project proposal for the 50th Year Community Development Block Grant (CDBG) Program offered in partnership with Tarrant County. The CDBG program is a Federally funded program, administered through the county, to address infrastructure needs in qualifying areas as determined by the U.S. Department of Housing and Urban Development (HUD). The project includes replacement of approximately 850 linear feet of 2 inch cast iron main pipe with 8 inch pvc pipe, 625 square yards of asphalt, and approximately 17 service connections along the 2500 to 2600 block of Mimosa Park Drive.

Pipe Crew, LLC submitted a bid in the amount of \$148,681. The 50th Year CDBG funding allocation for Richland Hills was \$180,000 leaving an additional \$31,319 that the City can utilize should contingency items arise.

Discussion ensued regarding the remaining additional funds. City Manager Candice Edmondson confirmed that the City will be allowed to keep the remaining \$31,319 for contingencies.

Motion: Motion was made by Mayor Pro Tem Knowlton and seconded by Councilmember Skier to approve award of bid to Pipe Crew, LLC for water system improvements in the 2500 to 2600 blocks of Mimosa Park Drive as part of the 50th Year Community Development Block Grant Program in the amount of \$148,681.

Motion carried by a vote of 7-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3. None.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4A. Approved Ordinance 1525-25 amending Article III “Ambulances” of Chapter 30 “Emergency Services” of the Code of Ordinances, City of Richland Hills, Texas to add the terms and conditions for the operation of an ambulance service within the City of Richland Hills

Fire Chief Russell Shelley introduced the item to the City Council and advised that at the April 7, 2025 meeting, the City Council approved an interlocal agreement with the City of Fort Worth to provide ambulance transport operations beginning July 1, 2025. This Uniform EMS Ordinance agenda item is a companion item to that interlocal agreement and is required to be adopted as part of the interlocal agreement.

The proposed Uniform EMS Ordinance provides the authority and conditions for first responder (Richland Hills Fire Department) and ambulance transport (City of Fort Worth) services in the City of Fort Worth and all other contract cities in the system.

Discussion ensued regarding delegating priority calls and the continuation of mutual aid from partner cities.

Motion: Motion was made by Councilmember Goveas and seconded by Councilmember Skier to approve Ordinance 1525-25 amending Article III “Ambulances” of Chapter 30 “Emergency Services” of the Code of Ordinances, City of Richland Hills, Texas to add the terms and conditions for the operation of an ambulance service within the City of Richland Hills.

Motion carried by a vote of 7-0.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5A. Approved Interlocal Agreement between the City of Richland Hills and City of Watauga for fleet maintenance services and authorize City Manager to sign

Fire Chief Russell Shelley introduced the item to the City Council and advised that the City of Watauga has been providing fleet maintenance services for eight neighboring communities for approximately two years and has recently increased their fleet services staffing and renovated their facility to increase their service capacity to accommodate additional customers. The Fire Department is seeking to enter into an Interlocal Agreement for fleet services with the City of Watauga in an effort to reduce fire apparatus downtime and reduce expenses for fleet maintenance.

The City of Watauga utilizes only fully certified Emergency Vehicle Technicians and are an authorized repair facility through Richland Hills’ fire engine manufacturer, and their turnaround time on major repairs or in-depth preventative maintenance is typically two weeks or less in comparison to the current vendor averaging four to six weeks for the same repairs. In addition, the repair facility in Watauga is approximately eight miles from the city, while the current repair contractor is located approximately 30 miles away in southern Mansfield. Repair warranties for both vendors are comparable. Parts are generally covered for 90 days, and labor warranties are generally 60 days.

Under this Agreement, the City of Richland Hills could utilize Watauga’s fleet maintenance services for other city vehicles and equipment. This Agreement would not pertain to any vehicles that have been included in the City’s fleet procurement and maintenance program with Enterprise Fleet Management Services. This item was originally brought for Council consideration at the January 27, 2025 City Council meeting and was tabled to allow staff and the City Attorney additional time to negotiate the terms of the agreement.

Chief Shelley confirmed that the main fire engine was a 2019 model and the reserve engine was a 2013 model.

Motion: Motion was made by Mayor Pro Tem Knowlton and seconded by Councilmember Malone to approve Interlocal Agreement between the City of Richland Hills and City of Watauga for fleet maintenance services and authorize City Manager to sign.

Motion carried by a vote of 7-0.

5B. Approved award of bid for RFP 2025-001 Annual Facility Maintenance, Repair and Upgrade Unit Price Contract to Classic Paint & Drywall

Fire Chief Russell Shelley introduced the item to the City Council and advised that the City of Richland Hills solicited bids for an Annual Facility Maintenance, Repair and Upgrade unit price contract in March 2025. The unit price contract will help the City expedite work such as wall framing, drywall installation and repair, tape, texture, painting, installation and removal of doors, trim. The unit price contract also standardizes the costs for these projects versus quoting each individual project. The City utilizes similar contracts from other government entities and, as the primary contract holder, would allow other agencies to utilize this contract as well.

The City received three bids which ranged from \$9,431.50 to \$9,765.00. Classic Paint & Drywall emerged as the lowest responsible bidder and best overall value including annual cost escalation. The bid total received is for determining bid ranking only and does not reflect the contract amount to be awarded. The total contracted amount will vary depending on the various task order assignments requested. Most projects of this type will be less than \$5,000 and rarely more than \$10,000. Funding for general construction services is approved through the annual budget process and expenditures would be based on annual allocations.

Motion: Motion was made by Councilmember Skier and seconded by Councilmember Goveas to approve award of bid for RFP 2025-001 Annual Facility Maintenance, Repair and Upgrade Unit Price Contract to Classic Paint & Drywall.

Motion carried by a vote of 7-0.

OTHER ITEMS FOR CONSIDERATION

6. None.

REPORTS & DISCUSSIONS**7A. 89th Texas Legislative Session Update**

City Manager Candice Edmondson advised that the 89th Texas Legislative Session convened on January 14, 2025, continuing through June 2, 2025. She provided an overview of bills filed and being considered that could impact cities on topics such as property and sales tax, debt, land use, utilities, elections, and economic development.

Discussion ensued regarding Accessory Dwelling Units (ADUs) and providing a draft letter to send concerns to state representatives.

7B. Conflicts of Interest Presentation

City Attorney Elizabeth Yelverton provided a brief overview regarding conflicts of interest that can affect members of City Council such as having a substantial business entity interest or real property interest in an item that comes before the City Council for consideration.

7C. Street Improvement Projects

Director of Public Works and Capital Projects Kip Dernovich provided the street improvement projects update and advised of the status of 50th CDBG project and the Series 2023 Bond Street projects.

7D. 2nd Quarter Investment Report

City Manager Candice Edmondson provided the 2nd Quarter Investment Report for FY2025 and advised that the City is in a strong financial position.

7E. Clean, Green & Lean Event

Director of Parks and Recreation Eric Valdez presented information regarding the Clean, Green & Lean event held Saturday, April 26, 2025, from 8:00 to 10:00 a.m. at the Richland Hills Public Library as well as The Link 8th Anniversary Celebration which was held from 10:00 a.m. to 12:00 p.m.

7F. March Department Reports

Library Director Chantele Hancock presented the Library update and advised of activities such as the children's programs, Senior Social Time, and the Richland Hills Literary Club. Additionally, she provided an update on 75th Anniversary events such as the Mayor's Bike Ride held Saturday, March 15, 2025, the Scavenger Hunt, and the Coop, Barn & Garden Tour.

City Manager Candice Edmondson presented the Finance Department update and advised of the status of the City's different funds as well as sales tax collections.

Director of Planning and Development Services JP Ducay presented the Development update and advised of the status of the parking within the Baker Landing development, Richland Crossing construction, and commercial developments.

COMMUNITY INTEREST ITEMS

8. Councilmember Estep advised of several upcoming events:

- Now through August 2025, Summer Camp Connect Registration, The Link;
- Now through May 15, 2025, Pick A Perk Link Membership Sale, The Link;
- Saturday, May 3, 2025, General Election Day, City Hall Council Chambers, 7:00 a.m. to 7:00 p.m.;
- Tuesday, May 6, 2025, Richland Hills Literary Club, Public Library, 6:30 p.m.;
- Thursday, May 8, 2025,
 - o Senior Lunch Bunch and Bingo, The Link, 12:00 to 2:00 p.m.;
 - o Tarrant County Food Pantry, Richland Hills Baptist Church, 5:30 to 7:00 p.m.;
- Thursday, May 15, 2025, Music in the Park, Ho'Omaka Hou Island Dance, The Link Plaza, 7:00 to 8:00 p.m.;
- Tuesday, May 27, 2025, City Council meeting normally held on May 26, 2025 will be held one day later in observance of Memorial Day; and
- Every Thursday, Coffee Talk, Public Library, 10:00 to 11:30 a.m.;

Councilmember Roland Goveas advised that the annual State School Report Card has been released and several local schools received poor scores. He asked that Birdville Independent School District come speak to the Council regarding these scores.

EXECUTIVE SESSION

- 9. Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec. 551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act).

None.

ADJOURNMENT

- 10.** There being no further business to come before the City Council, Mayor Bergthold declared the meeting adjourned at 9:38 p.m.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

Curtis Bergthold, Mayor

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Eric Valdez, Director of Parks and Recreation

Date: May 12, 2025

Subject: World Migratory Bird Day

Agenda Item:

Approve Resolution 613-25 recognizing World Migratory Bird Day and local efforts to pursue the Bird City Texas designation by Texas Parks and Wildlife

Background Information:

Since 1970, North American bird populations—particularly migratory species—have experienced a sharp decline. This trend is largely driven by factors such as urban development, increased light pollution, and other human-related impacts that disrupt migratory routes and habitats in and around urban areas.

By approving Resolution 613-25, the Richland Hills City Council affirms the importance of protecting migratory birds and supporting their ongoing breeding success and population recovery. This resolution also recognizes the City's role in contributing to meaningful solutions through public education, increased awareness, and sustainable practices.

Financial Considerations:

There will be negligible financial commitment, beyond staff time. Future actions that align with this resolution will be focused on children's programming and community education for those who would like to actively participate.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 613-25

Council Action Requested:

Motion to approve Resolution 613-25 recognizing World Migratory Bird Day and local efforts to pursue the Bird City Texas designation by Texas Parks and Wildlife

RESOLUTION NO. 613-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, RECOGNIZING WORLD MIGRATORY BIRD DAY (WMBD) AND LOCAL EFFORTS TO PURSUE THE BIRD CITY TEXAS DESIGNATION BY TEXAS PARKS AND WILDLIFE.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

WHEREAS, most citizens recognize and welcome migratory songbirds as symbolic harbingers of spring and fall; and

WHEREAS, bird migration is interconnected with delicate local ecosystems, serving to control insect pest populations, support pollination, and foster seed dispersal; and

WHEREAS, migratory birds face the challenges of diminishing migratory habitats in the Americas and increased dangers on their migration routes; and

WHEREAS, protecting vulnerable species through active conservation efforts is a fundamental strategy for urban resilience and natural resource regeneration; and

WHEREAS, the City of Richland Hills location at the confluence of the Post Oak Savannah, South Texas Plains, Blackland Prairie, and Edwards Plateau ecoregions enables important nesting habitat for migratory birds, including two highly endangered species: the Black-capped Vireo and the Golden-cheeked Warbler; and

WHEREAS, one of the North American migratory flyways cuts through Richland Hills, providing special opportunities for residents and tourists alike to witness and appreciate bird migration, the varied bird species it brings through our community, and the value of conservation efforts; and

WHEREAS, the Smithsonian Migratory Bird Center created World Migratory Bird Day (WMBD) in 1993 as an educational campaign to emphasize migratory bird conservation and raise public awareness of the nearly 350 species that travel between habitats throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, educational campaigns and public awareness for migratory birds are essential elements of migratory bird conservation, and it would be impactful for Richland Hills to add its voice to the global conversation surrounding this celebration of and urgent need for migratory bird conservation; and

WHEREAS, migratory bird conservation efforts help protect the birdwatching industry in our community and across the U.S., which generates millions in recreational dollars annually; and

WHEREAS, while WMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and community planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants; and

WHEREAS, WMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also it is a call to action for the community to understand, recognize, and care for our migratory bird life.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, THAT:

SECTION 1.

The City of Richland Hills will recognize World Migratory Bird Day on Saturday, May 17, 2025.

SECTION 2.

The City of Richland Hills supports local organizations in their efforts to leverage this resolution recognizing World Migratory Bird Day toward acquiring a Bird City Texas designation from the Texas Parks and Wildlife Department.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on May 12, 2025, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR CURTIS BERGTHOLD

ATTEST:

LINDSAY RAWLINSON, CITY SECRETARY

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Eric Valdez, Director of Parks and Recreation

Date: May 12, 2025

Subject: Adoption of 2025 Standards of Care

Agenda Item:

Consider Ordinance 1526-25 adopting the 2025 Standards of Care for youth programs provided by The Link Event and Recreation Center **PUBLIC HEARING**

Background Information:

The Link offers youth programs for elementary aged children (5 years old – 12 years old) in the form of day camps and after-school programs. Texas Legislature requires municipal day camp programs for this age group to file for exemption (Section 42.041(b)(14) of the Child Care Standards and Regulations of the Texas Human Resource Code). The code reads; to receive exempt status, a municipality must submit a copy of program standards, a notice of a public hearing for the program and a copy of the ordinance adopting the standards. The public hearing and adoption of the ordinance may occur on the same day.

The Standards of Care will provide basic childcare regulations for day camp and after-school activities that are operated by the City of Richland Hills recreation staff, allowing the department to qualify for an exemption from the requirements of the Texas Child Care Standards and Regulations within the Texas Human Resources Code.

The City of Richland Hills day camp meets, and in some cases exceeds, many of the standards listed in the state's Child Care Standards and Regulations. All of the Standards of Care included in the Richland Hills policies are similar to what other municipalities currently use.

The Standards of Care will be provided to the parents of each participant and shall include, at a minimum:

- Minimum requirements for staffing ratios
- Staff qualifications and essential job functions
- Facility, health and safety standards
- Training and procedures for reporting child abuse/neglect allegations
- Written procedures stating that parents and each staff member will be offered access to the set of standards
- Contact information of program supervisors for the purpose of issuing a formal complaint and/or resolution regarding any program governed by the Standards of Care

- Written procedures for staff who will be monitoring the programs and enforcing the standards
- Requirement of criminal background checks on prospective day camp employees
- Service standards for communicating with parents and performance expectations of day camp employees
- Behavior management and discipline procedures
- General rules and regulations

The application for exemption determination and the formal adoption of the Standards of Care is an annual requirement, so that the Standards of Care can be revised as needed to reflect current regulations.

There were no policies that were changed, amended or updated.

Financial Considerations:

Approval of the 2025 Standards of Care will require no additional funding.

Legal Review:

The City Attorney has previously reviewed the Standards of Care.

Board/Citizen Input:

N/A

Attachments:

Ordinance 1526-25

Council Action Requested:

Motion to approve Ordinance 1526-25 adopting the 2025 Standards of Care for youth programs provided by The Link Event & Recreation Center

ORDINANCE NO. 1526-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, ADOPTING THE 2025 STANDARDS OF CARE FOR YOUTH PROGRAMS PROVIDED AT THE LINK EVENT AND RECREATION CENTER; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richland Hills, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, The Link Event and Recreation Center will be offering youth programs in the form of day camps and after-school programs for children ages 5 years old to 12 years old; and

WHEREAS, state law requires that the City conduct a public hearing and adopt Standards of Care for the operation of the youth programs; and

WHEREAS, on May 12, 2025, the City properly posted and conducted a public hearing to receive public input on the adoption of the 2025 Standards of Care; and

WHEREAS, the City Council deems it appropriate to adopt Standards of Care which are in full compliance with the requirements of Chapter 42 of the Texas Human Resources Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, THAT:

SECTION 1.

The Standards of Care attached hereto as Exhibit A and incorporated herein for all purposes are hereby adopted as the Standards of Care for The Link as well as all after-school programs operated by The Link during the Birdville Independent School District (BISD), International Leadership of Texas (ILT), and IDEA Public School (IDEA) calendars. Parents of each program participant shall be provided with a copy of the Standards of Care and be informed that the program is not licensed by the state. The City may not advertise The Link as a childcare facility.

SECTION 2. ORDINANCE CUMULATIVE

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Richland Hills, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code are hereby repealed.

SECTION 3. RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS

That all rights and remedies of the City of Richland Hills are expressly saved as to any and all violations of the provisions of the Code of Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 4. PROVISIONS SEVERABLE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. PUBLICATION CLAUSE

The City Secretary of the City of Richland Hills is hereby directed to publish this Ordinance to the extent required by law.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on May 12, 2025, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR CURTIS BERGTHOLD

ATTEST:

LINDSAY RAWLINSON, CITY SECRETARY

EXHIBIT A

Standards of Care

City of Richland Hills – The Link – Event and Recreation Center

I. General Information / Administration

Purpose: To provide basic childcare regulations for activities operated by The Link – Event and Recreation Center in Richland Hills (The Link). This will allow The Link to qualify as exempt from the requirements of the Texas Human Resources Code.

A. Organization:

- 1) The governing body of The Link is the Richland Hills' City Council.
- 2) Implementation of the Standards of Care (SOC) is the responsibility of the The Link Manager and staff.
- 3) The SOC will apply to several day camp programs which are conducted throughout the year by The Link. The SOC will also apply to the After-School programs that The Link will operate during the Birdville Independent School District (BISD), International Leadership of Texas (ILT), and IDEA Public School (IDEA) calendars.
- 4) The SOC will apply at all locations where The Link hosts a childcare program, including city facilities, fulltime off-site facilities, and while on field trips.
- 5) The Link will have available, for public and staff, a current copy of the SOC upon request.

B. Implementation:

The Link Manager, Recreation & Childcare Coordinator, and Summer Camp Director will be responsible for implementing the SOC for all childcare programs run by The Link.

C. Day Camp Objectives:

- 1) To provide children and youth with the opportunity to experience a variety of recreational activities which include sports, games, arts and crafts, education, drama, special events, field trips, tournaments, etc.
- 2) To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth, and self-confidence.
- 3) To provide a safe environment; always promoting good health and welfare for all.
- 4) To teach children and youth how to spend their leisure time wisely; in an effort to meet the emotional, physical, and social needs of the child.

D. Exemption Status:

Once an exempt status is established, the Licensing Division will not monitor the recreational program. The Licensing Division will be responsible for investigating complaints of unlicensed childcare and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegations, to the local police authorities.

E. Standards of Care Review:

Standards will be reviewed annually and brought before the City Council for approval after a public hearing is held to pass an ordinance regarding section 42.041 (b) (14) of the Texas Human Resources Code. Childcare Licensing will not regulate these programs nor be involved in any complaint investigation related to the program.

Any parent, visitor or staff may register a complaint by contacting The Link Manager at (817) 616-3738 or at The Link during program hours.

II. Staffing

A) Link Manager – The Link Manager directs the children's program staff and assists with the planning and execution of the activities of participants in the childcare programs.

1) Essential Job Functions:

- a) Direct and supervise all Coordinators, Directors and Counselors including hiring and mandatory training.
- b) Develop and train staff with an age-appropriate camp curriculum (elementary ages) in accordance with the philosophy of the program.
- c) Ensure staff is committed to following established guidelines, procedures and standards.
- d) Oversees facility reservations and transportation needs for all camp activities.
- e) Oversees scheduling, confirming, and distributing payments for all field trips.
- f) Maintain supplies, equipment, and all necessary documentation for the operation of the camp.
- g) Conduct on-going program evaluations implementing approved recommendations as needed.
- h) Complete and provide reports to the Director of Parks and Recreation on a weekly basis to monitor camp activities throughout the program. Reports include camp schedules, payroll, incident reports, and attendance.

2) Qualifications:

- a) Bachelor's Degree in Education, Recreation or a similar area of study is preferred but not required.
- b) A minimum of three years' experience in Recreation or Education industries.
- c) Requires a valid Texas DL with a good driving record over the last three years.
- d) Must pass city criminal background check prior to working with children. Must pass pre-employment drug screen and/or physical.
- e) Must complete First Aid, CPR and AED training prior to camp.

3) Requirements of Work:

- a) The Link Manager must complete all mandatory staff training prior to the

start of camp if possible or within six (6) months of hire. This training is to include, but not limited to departmental policies, The Link policies, customer service, sexual harassment, behavioral and discipline, preventative sexual abuse and molestation, and practical skills for games, songs, and crafts.

- b) Ability to be physically active and involved with children all day.
- c) Ability to lift 55 pounds.
- d) Knowledge of child development and age-appropriate activities.
- e) Advanced organizational and communication skills.
- f) Varied experience in a variety of activities including sports, arts, nature, drama, and cooperative activities.

B) Recreation & Childcare Coordinator and Summer Camp Director – responsible for the day-to-day operation of after school and day camp programs.

1) Essential Job Functions:

- a) Directs and supervises the day camp program for children ages 5-12.
- b) Develop a weekly schedule of activities.
- c) Leads and instructs all camp counselors.
- d) Plans, coordinates, and supervises programs, and activities of the day camp.
- e) Assists in facility reservations and transportation needs for all camp activities.
- f) Assist in scheduling, confirming, and distributing payments for all field trips.
- g) Works closely with The Link Manager to determine work procedures, help prepare work schedules, follow-up on accident/incident reports, and assist with discipline (staff or campers) and any other necessary assistance.
- h) Maintain an orderly, clean, and safe environment for the children while promoting a non-competitive program directed toward accentuating positive behaviors, physical development and emotional growth.
- i) Serves as a resource person for camp counselors. Leads the camp counselors in facilitating appropriate behavior among campers and handling inappropriate behavior promptly. Provides direct supervision to campers at all times.
- j) Maintains positive interpersonal relations among everyone involved in the summer camp program, including children, parents, Link staff, camp staff, The Link Manager, and Director of Parks & Recreation.
- k) Acts as a role model for children ages 5-12, displays appropriate behavior, and creates a safe, inclusive environment for all campers and staff.
- l) Monitors the use of recreation equipment and ensures it is used in a capacity that is used in accordance with its intended use.
- m) Ensures all equipment is returned to its original location and put back in an organized fashion when done using. Follows and enforces staff rules, policies, and procedures outlined in the Summer Camp staff handbook.

- n) Maintains positive public relations with parents and the general public at all times. Including updating parents about their children's concerns, growth, and corrections.
 - o) Performs administrative duties such as maintaining records, incident reports, etc.
 - p) Performs all other various duties assigned by The Link Manager.
- 2) Qualifications:
- a) Bachelor's Degree in Education, Recreation or a similar area of study is preferred but not required.
 - b) A minimum of three years' experience in Recreation or Education industries.
 - c) Requires a valid Texas DL with a good driving record over the last three years.
 - d) Must pass city criminal background check prior to working with children.
 - e) Must pass pre-employment drug screen and/or physical.
 - f) Must complete First Aid, CPR and AED training prior to camp.
- 3) Requirements of Work:
- a) Coordinator and Summer Camp Director must complete all mandatory staff training prior to the start of camp if possible or within six (6) months of hire. This training is to include, but not limited to departmental policies, The Link policies, customer service, sexual harassment, behavioral and discipline, preventative sexual abuse and molestation, and practical skills for games, songs, and crafts.
 - b) Ability to be physically active and involved with children all day.
 - c) Ability to lift 55 pounds.
 - d) Knowledge of child development and age-appropriate activities.
 - e) Advanced organizational and communication skills.
 - f) Varied experience in a variety of activities including sports, arts, nature, drama, and cooperative activities.
- C) Camp Leader and Attendant – The Camp Leaders and Attendants are responsible for direct leadership of youth 3-12 in a variety of activities including, but not limited to games, sports, crafts, special events and field trips. The Leaders and Attendants assist in planning and organizing camp schedules, activities, supplies, equipment, and are also responsible for cleanliness of the areas used by camp participants. The Leaders and Attendants are also responsible for completing necessary forms relating to attendance, check-in/check-out procedures, accidents, and incidents.
- 1) Essential Job Functions:
- a) Promote a non-competitive, positive, self-image enhancing environment for each participant through the direction of well-designed activities.
 - b) Directly lead activities using a method that will provide opportunity for the involvement of all children on an equal level.
 - c) Exhibit enthusiasm for the activity to impart a feeling of excitement to all camp participants.

- d) Follow procedures for camper check-in/check-out. Reporting accidents, incidents, behavioral modifications, and camp schedules.
 - e) Follow guidelines for safety and storage of equipment, including inventory of supplies.
 - f) Ensure the safety of all children and staff during transportation while on field trips.
 - g) Provide and adhere to established guidelines set forth for the safety, behavior, communication, and discipline of the camp participants.
 - h) Recognize and reward positive, improved, and outstanding behavior and/or accomplishments of participants.
- 2) Minimum Qualifications:
- a) High School diploma and some college preferred.
 - b) One year of formal experience working with children preferred.
 - c) Requires a valid Texas DL with a good driving record over the last three years.
 - d) Must pass city criminal background check prior to working with children.
 - e) Must pass pre-employment drug screen and/or physical.
 - f) Must complete First Aid, CPR and AED training prior to camp.
- 3) Other Requirements:
- a) Leaders and Attendants must complete all mandatory staff training prior to the start of camp if possible or within one (1) month of hire depending on the availability of each training topic. This training is to include, but not limited to departmental policies, The Link policies, customer service, sexual harassment, behavioral and discipline, preventative sexual abuse and molestation, and practical skills for games, songs, and crafts.
 - b) Staff must exhibit competency, good judgment, and self-control throughout the duration of the camp.
 - c) Staff should relate to the children with courtesy, respect, acceptance, and patience.
 - d) Staff will be evaluated at least once per year by The Link Manager. Evaluations will be reviewed to discuss any areas of improvement or suggestions.
- 4) Staffing Ratios: The state required ratio for the number of children (5-13) may not exceed 22:1 children to staff. The Link staff ratio will work to have a ratio no greater than 15:1. For field trips and off-site swimming, the ratio will be closer to 10:1.

III. Facility Standards

- A. Emergency evacuation and relocation plans will be posted at The Link. Program employees will inspect sites frequently for any sanitation or safety concerns. Those concerns will be passed on to the Recreation & Childcare Coordinator or The Link Manager.

- B. Each camp must have a fully stocked first aid kit. This shall be checked and stocked on a weekly basis by the Recreation & Childcare Coordinator or “Lead” Attendant. It shall include bandages and/or Band-Aids, rubber gloves, alcohol wipes, hot/cold packs, gauze, tweezers and scissors.
- C. In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location. Program sites will be inspected by the Fire Marshal annually. The Link Manager is responsible for compliance with the Fire Marshal’s directives. The recommended number of fire extinguishers shall be inspected annually, publicly available and “primed” for use. Fire drills should be conducted once a month during the summer camp.
- D. Medication will only be administered with a parent consent form completed in addition to the program registration form. Prescription medications shall be left in The Link’s designated locked cabinet, in their original container, labeled with the child’s name, date, directions and the child’s physician’s name. Two staff members will be present while medication is given. Medication can only be dispensed as stated on the bottle unless stated in written form.
- E. All medications will be recorded on the parent consent form.
- F. The Link will have adequate indoor toilets and lavatories located such that children can use them independently and program staff can supervise as needed. There shall be one flush toilet per 30 participants. Sinks will also be at 1 sink for 30 children. It is expected that all camp and afterschool participants will be potty trained. Our staff will not be able to help change children that have had an accident.
- G. All participants must wear tennis shoes daily. Sandals, slip-ons, slippers, or flip-flops will not be allowed, except for appropriate field trips, like swimming.

IV. Service Standards – Camp Staff

- A. This information will be provided to each staff member as a part of the program manual:
 - 1. Appropriate clothing will be worn at all times. City or program shirt will be worn with appropriate shorts, pants, jeans, or leggings. The only exemption will be swimsuits. Clothing worn should not have any inappropriate logos, pictures, or messages.
 - 2. Staff will be provided at least two city or program shirts to wear as a uniform top. If a staff member needs to go home to change, it will be without pay.
 - 3. Females will wear one-piece swimsuits while working with the camp or other city programs. If wearing a two-piece swimsuit, the employee must wear a full-length t- shirt and appropriate shorts. Males will wear board shorts that are not form fitting.
 - 4. Name tags/IDs will be worn on the uniform shirt at all times.

5. Participants and parents will be treated with respect at all times.
6. Program staff will take it upon themselves to resolve complaints. Do not refer customers to another staff member outside of camp staff. Elevate to "Lead" attendant, Recreation & Childcare Coordinator or Summer Camp Director if necessary. Beyond that, take a name and phone number for full-time staff to contact later.
7. Camp staff will keep parents informed of daily activities. A general weekly schedule will be available to parents the week before. Daily schedules will be visible each day.
8. Camp staff will monitor the check-in/check-out log at all times.
9. Camp staff will keep each activity area clean and tidy. Cleaning includes floors, walls, furniture, with supplies put away after use.
10. Camp staff will be involved with participants and parents most of the time. Staff will need to check in with the front desk and full-time staff for updates and messages.

V. Operational Issues

- A. Emergency phone numbers are kept at The Link's front desk, as well as with the camp binder on all field trips.
- B. The Camp Manual is provided to every staff member and outlines the following:
 1. Behavior Management and Discipline Procedures
 2. Rules and Regulations
 3. Forms
 4. Service Standards
 5. Game/Activity Leadership
 6. Guidelines for Communication with Children and Parents
- C. Check-in/check-out forms will be used every day. Only designees ages 16-up, listed on the camper's release form, will be allowed to pick up participants. The authorized designee must enter the building and sign the check-out form in order for staff to release the child.
- D. Emergency evacuation and relocation plans will be posted at The Link.
- E. Transportation Requirements:

A Texas state law for child safety seats: specifically, booster seats, went into effect on September 1, 2009. This law applies to children under the age of eight (8) and under 4 feet and 9 inches tall. This law will apply to camp participants between the ages of five (5) and seven (7) years old.

The state law states:

- Once a child reaches eight (8) years old, they are not legally required to be in a child safety seat system.

- If the child is younger than eight (8) but is already taller than 4 feet and 9 inches tall, they are not legally required to be in a child safety seat system.
- If the child is eight (8) but shorter than the above height, they are not legally required to be in a child safety seat system.
- The law requires that safety and booster seats be installed and used according to the manufacturer's instructions, including age, height and weight requirements and the placement in the vehicle.

In compliance with this law, parents may be required to supply the appropriate booster seat for their child if they fit into the criteria above.

Camp staff will be trained to identify children that are required to be in a booster seat based on birth date. Additionally, staff will be trained by Richland Hills Public Safety personnel on how to properly install a child safety seat.

- F. Parents will be notified of and given additional permission forms, if needed, for field trips. Enrollment information will be maintained on each vehicle while traveling to and from field trips sites.
- G. Enrollment information will be kept on each participant and shall include child's name, birth date, home address, guardian's phone number, back-up day-time phone numbers. The registration form will have the name and number of each individual authorized to check-out the participant. Additionally, the form will have signatures for waivers, field trip release, and travel authorization. Lastly, the medication consent will be kept in The Link's administration office.
- H. Staff will immediately notify parent or guardian when a participant is injured or has been involved in any situation that places the child at risk.
- I. The Link Manager or Recreation & Childcare Coordinator will communicate with parents if a communicable disease or possible parasitic infestation has been reported as required by the Tarrant County Health Department.
- J. Children in camp and the afterschool program will be exposed to G and PG movies as well as E and E10 (specifically Lego games) video games. We will not be able to manage whether an individual child sees or hears any part of one of these forms of entertainment. Movies watched could include those seen at The Link or during a field trip. Parents registering their child for The Link programs agree to allow their child(ren) to be a part of these entertainment opportunities.
- K. In some cases it may be necessary to evaluate if our programs are the right choice for your family. Completing a registration form is not a guarantee of admission to our program. In some cases, we will need to determine if our program is appropriate for your child. Our programs are not designed for therapeutic or one-on-one care or attention.

VI. Behavior Management and Discipline Procedures

- A. Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interests of program participants in mind.
- B. There will be no harsh, cruel, or corporal punishment used as a method of discipline. Discipline will be focused on the growth of the individual and encouraging improved behavior management.
- C. Program employees may use brief, supervised separation from the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their understanding of the rules is an integral part of behavior management. When negative behavior occurs, the participant will know there is a consequence for their chosen action.
- D. Incident reports will be filled out for any disciplinary cases and shared with parents when picking up the child (sooner if an extreme case). Parents will be asked to sign the incident report to indicate that they have been advised about specific problems and/or negative behaviors.
- E. A participant could be suspended based on an extreme case or an aggregated concern of poor behavior choices. If that happens, parents will be contacted immediately and asked to pick up their child.
- F. Immediate removal from the program can happen if a child displays physical harm or threatens another participant. If a participant is removed from the program for behavior issues, there will not be a refund for unused time.

VII. Illness or Injury

- A. Participants shall have and maintain immunizations in accordance with those required by the Texas Department of Health for public school attendance according to age.
- B. Parents shall be notified in cases of illness or injury. If the illness includes the threat of a communicable disease, that child will need to be picked up immediately.
- C. Programs are designed for well children. If a child is suspected of having a temperature and/or shows other signs or symptoms of illness, that child will need to be removed from the program until they can be evaluated and released by a physician.
- D. When an injury occurs, an incident report shall be filled out immediately after

the incident and given to the Recreation & Childcare Coordinator and/or The Link Manager with a copy kept in the camp files. In the case that an injury cannot be remedied with basic first aid, staff shall notify paramedics.

- E. In the event of expected abuse, program employees will immediately report a concern in accordance with the Texas Family Code. In the case where a City employee is involved in an incident with a child that could be construed as child abuse, the incident must also be reported to the Recreation & Childcare Coordinator, Summer Camp Director and/or The Link Manager. Staff will then notify the Richland Hills Police Department and any other appropriate agency as soon as possible.
- F. Texas state law requires staff of children and youth programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

VIII. General Guidelines for Children

- A. As a part of the Camp Manual, parents will be given the following information:
 - 1. A child is not allowed to use the phone unless it is deemed an emergency. In this case, staff should make the call for the child.
 - 2. Children must use furniture correctly, only sitting where designed and not standing on any furniture, counter, or game table.
 - 3. Running is only permitted in the gym and on special occasions in the activity rooms, then only with supervision.
 - 4. Bouncing or throwing balls is only permitted in the gym and on special occasions in the activity rooms, then only with supervision.
 - 5. Active games that could damage furniture, fixtures, and equipment shall only be played in the appropriate areas.
 - 6. Children must always show respect toward staff and other participants.
 - 7. Children must always have on appropriate attire and athletic, non-marking shoes.
 - 8. Children will always be contained and separated from the general public, except for on field trips, park visits and when swimming. Then staff will be more diligent with their oversight, so as to know where each child is at all times.
- B. The camp and afterschool program will provide activities for each group according to the participants' ages, interests, and abilities. The activities should be flexible and promote social and educational advancement.
 - 1. A weekly calendar will be available to parents the week before each camp session starts.
 - 2. While monitoring field trips, staff will;
 - a) Count everyone before leaving The Link and before returning back from

- the destination.
- b) Carry all pertinent participant information including medical information.
- c) Carry a first aid kit and mobile phone in each vehicle that is transporting participants.
- d) Each participant will wear a Link wrist band on each field trip. The wrist band will have Link information in case a participant gets lost or loses visual contact with the rest of the group.

IX. Monitoring and Enforcement

- A. Standards of Care established by the City of Richland Hills will be monitored and enforced by City Departments responsible for their respective areas. Health and safety standards will be monitored and enforced by the City's Police, Fire, and Code Compliance departments when applicable.
- B. Staff and program issues will be monitored and enforced by the Recreation Department staff. The Link Manager shall visit the program facilities on a bi-weekly basis. The Recreation & Childcare Coordinator will be responsible for a visual inspection on a daily basis.
- C. Monthly reporting by The Link Manager will include a comprehensive review of all program details, as well as the operation summaries.

For further information regarding the Standards of Care or any other information about children and youth programs offered by The Link please contact the front desk at 817-616-3738.

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: May 12, 2025

Subject: Agreement with Tyler Technologies for Enterprise Resource Planning System

Agenda Item:

Consider award of proposal for implementation of a new Enterprise Resource Planning (ERP) system to Tyler Technologies, Inc. and approve the Software as a Service Agreement with Tyler Technologies, Inc. for an initial three-year term

Background:

The City has utilized STW Inc. for its financial software program for many years. While the system has met basic needs, it is approaching the end of its support lifecycle. The City currently utilizes the following STW modules:

- Accounts Payable
- Payroll
- General Ledger
- Purchase Cards
- Utility Billing

The STW software was acquired by OpenGov in 2018. Following this acquisition and the increase in the use of the OpenGov cloud-based software, the City has been informed that the current software will no longer be supported after December 2026. Therefore, the City must either transition to OpenGov at a higher cost than our current annual fee of \$33,007 or implement a different ERP system.

On December 3, 2024, the Finance Department issued a Request for Proposals (RFP) for Enterprise Resource Planning System and Implementation Services. Five proposals were received by the bid closing on December 18, 2024, with one additional proposal from our current vendor (OpenGov) submitted after the deadline. After reviewing all submissions, staff conducted demonstrations with the two most cost-effective and comparable options: Tyler Technologies and OpenGov.

Tyler Enterprise ERP

Tyler Technologies is a widely used municipal software provider with a strong regional presence. The proposed ERP suite includes the following modules:

- Core Financials (General Ledger, Budgeting, Accounts Payable, Purchase Orders, Requisitions)

- Fixed Assets
- Project Accounting
- Purchasing
- Accounts Receivable
- Human Resources Management (Including position budgeting)
- Applicant Tracking
- Employee Access Pro
- Content Manager Employee Onboarding
- Time & Attendance (Including Mobile Access License)
- Utility Billing
- Smart Meter Access
- Cashiering
- Utility Access
- Service Orders Module
- Content Manager

Cost Analysis:

- Implementation Cost (One-Time): **\$133,455**
- Recurring Annual Fee (3 Years): **\$83,312**

OpenGov ERP

The OpenGov platform has improved financial capabilities, and although it includes some robust modules, it does not currently offer the same range of modules as Tyler Technologies. The proposed suite includes:

- General Ledger
- Cash Receipts
- Accounts Payable
- Purchase Cards
- Requisitions (Online RFP Platform)
- Bank Reconciliation
- Utility Billing
- Fixed Assets
- Accounts Receivable
- Budgeting and Planning (Includes operating, capital, and personnel)
- Capability to produce the GFOA Budget Book
- Hotel Occupancy Tax (Online system for reporting and accepting payments)
- Short Term Rentals (Online system for reporting and accepting payments)
- Payroll/Timekeeping (Estimated for implementation in late 2025; cost unknown)

Cost Analysis:

- Implementation Cost (One-Time): **\$133,000**
- Annual Fee Year 1 (Prorated): **\$19,260**
- Annual Fee Year 2: **\$92,400**
- Annual Fee Year 3: **\$97,020**

Additional Proposals Received

Several other vendors submitted proposals, but their costs exceeded the City's budget:

- **Oracle:** \$1,066,686.62 (Total implementation cost)
- **Parish Consulting:** \$1,120,680 (Total implementation cost)
- **Aclarian:** \$474,873 (Implementation) + \$229,510 (Annual recurring)
- **Axtegrity Consulting:** \$859,410 (Total implementation cost)

Due to financial constraints, these vendors were not considered further.

Recommendation

After thoroughly reviewing available options, staff recommends selecting Tyler Technologies for the City's new ERP system. While both Tyler and OpenGov offer strong financial solutions, Tyler's platform provides broader functionality and better integration capabilities and is widely used among regional municipalities. In addition, the City's Municipal Court currently uses Tyler Technologies for their operating system so financials will integrate seamlessly between the two systems. Tyler Technologies also offers a lower total cost over three years, making it the most financially responsible choice for the City. The proposed implementation timeline for the Tyler ERP system is 12-18 months.

Financial Considerations:

The FY 2025 Budget includes \$250,000 for implementation of a new ERP system. Tyler's implementation cost is \$133,455. With the 12–18-month implementation timeline, City Council will have to reallocate funds in the FY 2026 and FY 2027 budgets to complete the implementation. The annual fee for the three (3) year agreement is \$83,312 per year for a total cost of \$249,936. The total cost for the Tyler Technologies agreement, including implementation and three (3) years of service is \$383,391.

Legal Review:

The City Attorney is currently reviewing the service agreement.

Board/Citizen Input:

N/A

Attachments:

Tyler Technologies ERP Pro Software As A Service (Saas) Agreement

Council Action Requested:

Motion to award proposal for implementation of a new Enterprise Resource Planning (ERP) system to Tyler Technologies, Inc. and approve the Software as a Service Agreement with Tyler Technologies, Inc. for an initial three-year term in the amount of \$383,391, pending City Attorney approval of the agreement



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;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 150655;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/060624-TTI>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software functionality indicated in the Investment Summary from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

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 & Order of Precedence.

22.1. *Contract Documents.* This Agreement includes the following exhibits:

- Exhibit A** Investment Summary
- Exhibit B** Invoicing and Payment Terms
- Exhibit C** Service Level Agreement
- Exhibit D** Third-Party Terms
- Exhibit E** Statement of Work

22.2. *Order of Precedence.* In the event of any conflict or inconsistency between the terms of this Agreement and any exhibits, the conflict or inconsistency shall be resolved by using the following order of precedence:

- o Sections A-G of this Agreement and Exhibits A-E

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 Richland Hills, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Richland Hills
3200 Diana Drive
Richland Hills, TX 76118-6297
Attention: City Manager



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.

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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.
3. 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.
4. 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% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

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.



Exhibit D Third-Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such 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.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: https://learn.envisio.com/Envisio_MasterServicesAgreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.



Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/polco-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, 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.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: <https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf>. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit E
Statement of Work

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City of Richland Hills, TX

SOW from Tyler Technologies, Inc.

2/10/2025

Presented to:

Erika McComis
3200 Diana Drive
Richland Hills, TX 76118

Contact:

Kirk Cunningham
5519 53rd St.
Lubbock, TX 79414
Email: Kirk.Cunningham@TylerTech.com

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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
- Providing a single, comprehensive, and integrated solution to manage business functions
- Provide a user-friendly user interface to promote system use and productivity
- Streamline business processes through automation, integration, and workflows
- Eliminate redundant data entry

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.



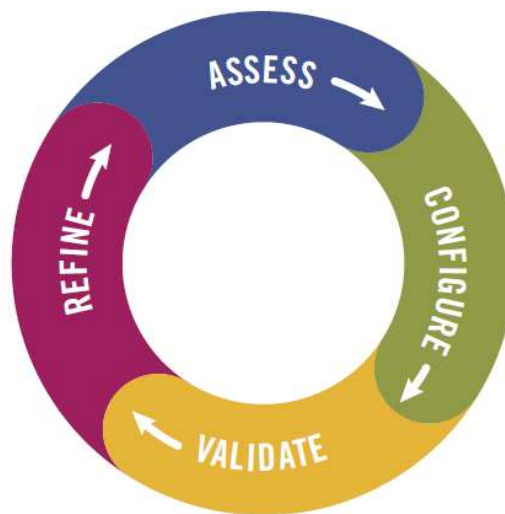
Tyler's Six Stage Project Methodology



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.



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

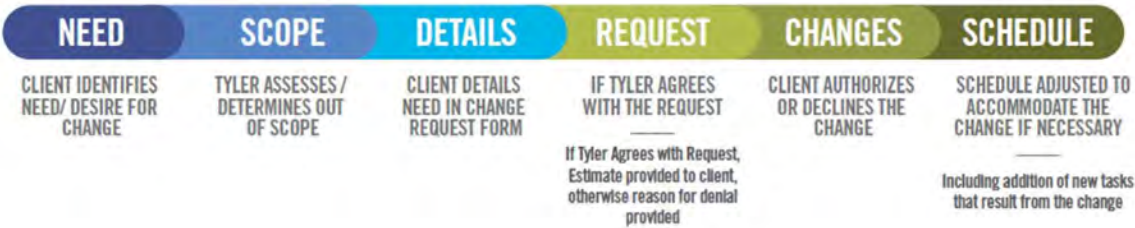
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, 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.



5.2 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		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																
	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
		A	R						I		C	C	I				
	Schedule and conduct planning session(s)																



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																
	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	Department Heads	End Users	Technical Leads
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																
	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
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.

STAGE 2	Solution Orientation	
	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 Users)	Department Heads	End Users	Technical Leads
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.

STAGE 2	Current & Future State Analysis	
	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 Users)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	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 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.
- Map the data from the source to the Tyler system.



- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	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
Extract Data from Source Systems			I		C						A						R
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:

- Tyler will be provided with data from the Legacy system(s) 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 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									
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 Users)	Department Heads	End Users	Technical Leads
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																
	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 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																
	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 Users)	Department Heads	End Users	Technical Leads
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:

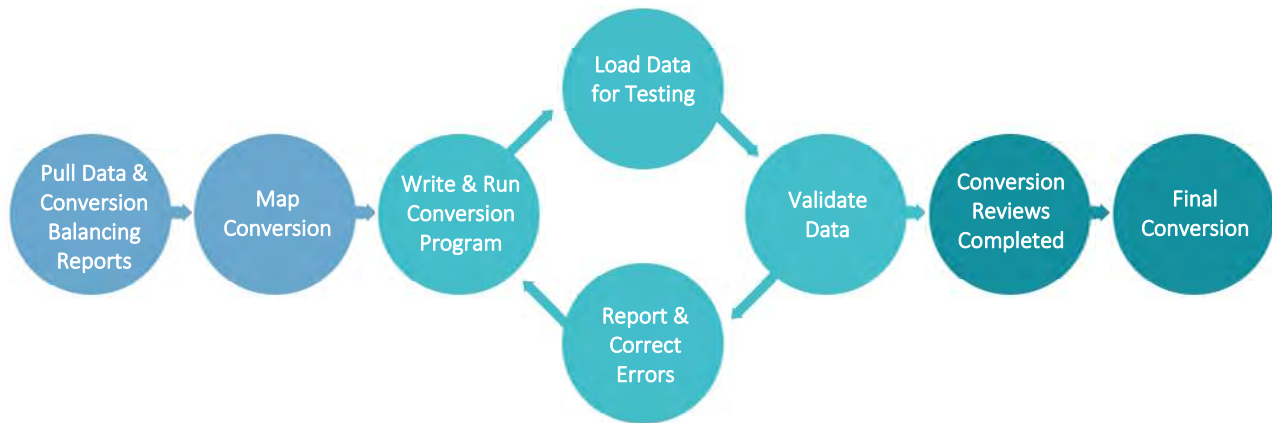
- None

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																
	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 Users)	Department Heads	End Users	Technical Leads
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						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																
	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 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.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

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 Users)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	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 Users)	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 Users)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

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

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

Work package assumptions:

- System is being used in a live production state.

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 ERP Pro Utility Billing Conversion Summary

9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by the City can be converted by Tyler into historical views

9.2 ERP Pro Financials Conversion Summary

9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)



- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

9.2.4 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The City is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The City is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

9.2.5 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and **NOTES**
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the City from Excel. The City will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

9.2.6 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The City will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.



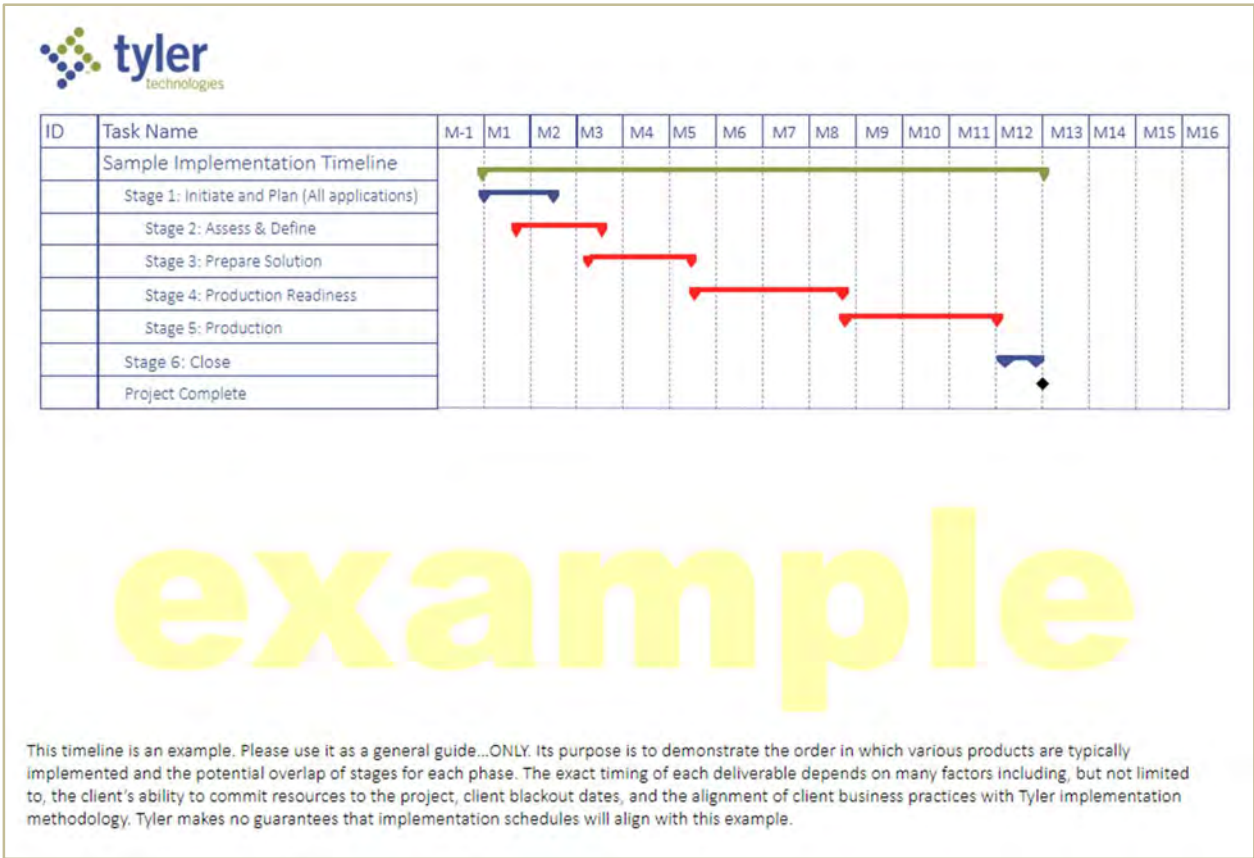
10. Additional Appendices

10.1 This work package is not applicable.

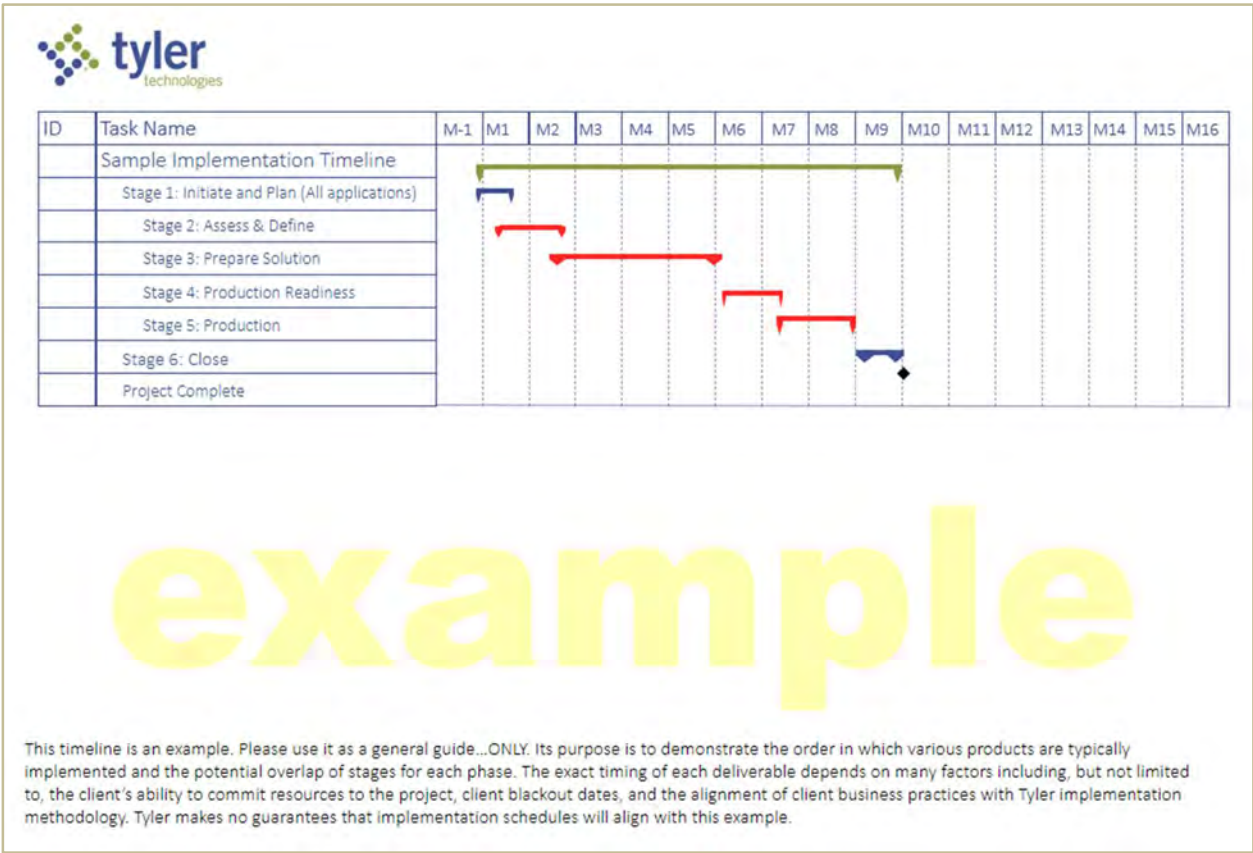


11. Project Timeline

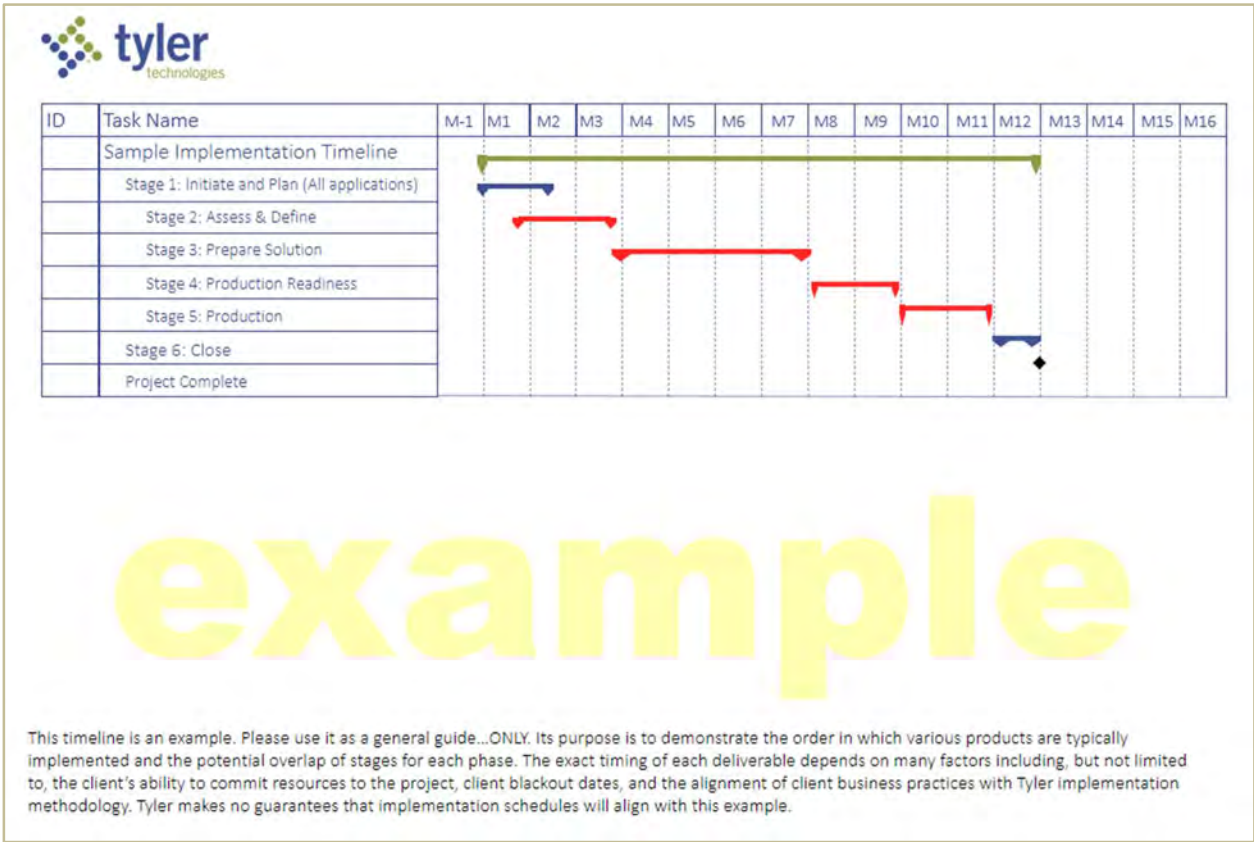
11.1 ERP Pro Financial Management Timeline



11.2 ERP Pro Utility Billing Timeline



11.3 ERP Pro Utility Billing, CRM, and Community Development Timeline



11.4 This work package is not applicable.



Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: May 12, 2025

Subject: Halff Work Order Authorization – Construction Inspection Services

Agenda Item:

Consider Work Order Authorization Agreement No. 43 for Construction Inspection Services with Halff Associates for City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects

Background Information:

City staff recently reviewed proposals for construction inspection services for the Certificates of Obligation Series 2023 Street Reconstruction Projects. Based on the services and fees provided, staff recommends contracting with Halff Associates for the construction inspection services. Halff's proposal included 30 hours per week of construction inspection services for an 8-month project.

On January 8, 2024, the City Council approved an agreement with Halff Associates for professional engineering and design services for the Series 2023 street reconstruction projects. The original contract amount was \$421,600. To date, there is \$113,000 remaining due to Atmos completing the subsurface utility engineering work as well as savings in design services that were not needed. A portion of the remaining contract amount will be utilized as construction administration and engineering services during construction. Additionally, a portion of these remaining funds could be utilized for construction inspection services.

Financial Considerations:

During the FY 2025 Budget process, City Council approved \$100,000 for construction management and inspection services for use on the Certificates of Obligation Series 2023, Street Reconstruction Projects. Of the \$113,000 remaining in Halff's existing agreement, up to \$40,000 will be needed for construction administration and engineering services. This leaves \$73,000 that could be utilized for construction inspection services.

Utilizing the \$73,000 from the current agreement, Halff has provided a new work order authorization for construction inspection services in the amount of \$64,000. They will complete the requested 30 hours per week of construction inspection services for an 8-month period by combining the two contract amounts. The total amount that will be used for construction inspection services is \$137,000.

The contract amounts in both the original contract work order authorization and the new contract work order authorization are to be invoiced as a cost plus maximum meaning the City is only invoiced as time is being spent on the project and has a maximum total invoicing amount of \$137,000 between the two work order authorizations.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Halff Associates Work Order Authorization Agreement No. 43 for Construction Inspection Services for City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects

Council Action Requested:

Motion to approve Work Order Authorization Agreement No. 43 for Construction Inspection Services with Halff Associates for City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects in the amount of \$64,000

City of Richland Hills
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

EXHIBIT A

Project Description
Construction Inspection Services
City of Richland Hills, Certificates of Obligation 2023, Street Reconstruction Projects
Work Order Authorization No. 43
May 7, 2025

Scope of Work:	Construction Inspection Services – City of Richland Hills, Certificates of Obligation 2023, Street Reconstruction Projects Halff has prepared construction and bid documents for the City and obtained bids for Series 2023 Street Reconstruction Projects. This project consists of full reconstruction of the following streets: 1. Jameson Street: Gerome Street to Faye Drive (670') 2. Joanne Court: Mathews Drive to Cul-de-sac (290') 3. Mary Boaz Drive: Lavon Drive to Marcille Court (660') 4. Mary Boaz Drive: Marcille Court to Jameson Street (500') 5. Brooks Avenue: Rufe Snow Drive to Holder Street (850') 6. Oxley Drive: Evergreen Road to Booth Calloway Road (1,300') In addition to the paving reconstruction, this project consists of complete reconstruction of water mains and services within the limits of the pavement replacement for all streets listed above except Mary Boaz Drive and Jameson Street. In addition to the paving and water reconstruction, this project consists of complete reconstruction of sanitary sewer mains and services within the limits of the pavement replacement for Jameson St. and part of Mary Boaz Dr., and part of Oxley Drive. In addition to paving, water and sanitary sewer, Joanne Court also includes installation of a new storm sewer. Halff Associates will complete part time construction inspection services of the public infrastructure improvements 1. Construction Inspections: Inspections will be completed by Halff's construction inspection team. This will include up to 30 hours a week, for up to eight months, as needed during the construction period of the project. In performing these services the Consultant will endeavor to protect the City against defects and deficiencies in the work of the Contractor. However, the Consultant cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of the construction operations or for the safety measures that the Contractor takes or should take.
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City of Richland Hills
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

EXHIBIT A

	<u>Scope Exclusions:</u> Construction Inspections: Some construction inspections will be completed through Work Order Authorization No. 35 “Certificates of Obligation 2023 Series Street Projects” which was the Work Order Authorization for design. Construction Administration: Halff will complete construction administration services through Work Order Authorization No. 35 “Certificates of Obligation 2023 Series Street Projects” which was Work Order Authorization for design. These tasks include review of RFI’s, submittals, shop drawings, and site visits with engineering staff.
Deliverables:	1. N/A
Items Furnished by City:	1. N/A
Schedule:	The schedule for these services will be as follows: - The construction work begins on May 6, 2025 and ends on May 6, 2026 with a goal to complete by December 31, 2025. - Complete construction inspections throughout the duration of construction up to 30 hours per week. - Construction inspections will occur at times when contractor requests for inspections and also at times unannounced to check for project compliance.
Fees:	Fee: Construction Inspections: \$64,000 Total Fee: \$64,000 This is a (Cost Plus Maximum) Fee and will be billed monthly. Direct costs (mileage, copies, etc) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1.

City of Richland Hills
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

EXHIBIT A

Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis**, dated January 19, 2016, between Halff Associates and the City of Richland Hills. Halff Associates will bill the above described services under project number AVO 31515, WO43.

Submitted:

HALFF ASSOCIATES, INC.

Approved:

CITY OF RICHLAND HILLS, TEXAS

By: _____
Signature

David A. Burkett
Printed Name

Director of Transportation
Title

5/6/2025
Date

By: _____
Signature

Printed Name

Title

Date