AMENDMENT NO. 3

This third amendment ("Amendment") is effective on October 1, 2021 by and between Socrata, Inc., with offices at 255 South King Street, Suite 1100, Seattle, WA 98104, a wholly owned subsidiary of Tyler Technologies, Inc., ("Consultant"), and Fulton County, GA with offices at 141 Pryor St. SW Suite 1085, Atlanta GA, 30303 ("County").

WHEREAS, Consultant and County are parties to Contract No. 16RFP118621B-TR Organizational Performance Management System originally approved by the Fulton County Board of Commissioners on September 21, 2016, Item No. 16-0802 becoming effective on November 8, 2016 ("Agreement"),

WHEREAS, Consultant and County amended the Agreement via Amendment No. 1, which was approved by the Fulton County Board of Commissioners and became effective on August 2, 2017, item number 17-0572; and

WHEREAS, Consultant and County amended the Agreement via Amendment No. 2, which was approved by the Fulton County Board of Commissioners; and became effective on January 1, 2019; and

WHEREAS, Consultant and County anticipate having protected PHI data on the Socrata platform desire to amend the Statement of Work and the terms and conditions of the Agreement as provided herein; and

WHEREAS, on April 30, 2018 Consultant was acquired and became a wholly owned subsidiary of Tyler Technologies, Inc. ("Tyler"); and

WHEREAS, Tyler (or "Assignee") will accept assignment of the Agreement; and

WHEREAS, Consultant and County desire to add additional SaaS products and services and extend the term of the subscription and the agreement through December 30, 2022, with nine one-year options to extend the term of the agreement and the subscription to the SaaS Services for a maximum Agreement and subscription term through December 30, 2031, as set forth in Exhibit 1 to this Amendment.

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

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment (the "Amendment Investment Summary") are hereby added to the Agreement as of October 1, 2021 for an initial subscription term of October 1, 2021 to December 30, 2022. Payment of fees and costs for such items shall conform to the Tyler Payment Policy set forth in Exhibit 4 to this Amendment, and to the following terms:
    a. The SaaS Fees for the period of performance of October 1, 2021 through December 30, 2021 are $112,014.75 and the SaaS Fees for the period of performance from December 31, 2021 through December 30, 2022 are $1,005,997 as set forth in the Amendment Investment Summary.
    b. County can indicate its intent to exercise an Option Year provided for in the Agreement, by payment of the invoice issued by Tyler at the commencement of the Option Year.
    c. The Managed Services are firm fixed price and will be invoiced up front and in full with the other SaaS Service software fees. During the initial period of performance of 10/1/2021 -

12/31/2021the Managed Services Custom SKU is limited to 525 hours, not 700 hours. If all 525 hours from the Managed Services- Custom SKU are not used during the initial period of performance of 10/1/2021 - 12/31/2021, or if all 700 hours are not used during the the exercise of a subsequent period of performance years, then up to 15% of the total hours (or up to 105 hours or the 700 hours) can be carried forward for use if the County exercises an Option Year extension. Any remaining hours above the 15% of the total hours will be forfeited and there will be no refunds for unused Managed Services hours. If the County rolls over any of the hours to a future period of performance, those hours shall be used in the first six (6) months of that next period of performance or the hours will be forfeited and there will be no refunds for unused hours.

d. If additional work is required, or if the County requests additional services above the 700 hours, Consultant will provide County with an addendum or change order, as applicable, outlining the costs for the additional work. With the approval of the County Manager and County Attorney, if the County requests to purchase additional Managed Services- Custom SKUs with the 700-hour blocks, then the price will be quoted at the same annual price paid by the County during that applicable period of performance. Unless otherwise noted therein, the price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
e. If the Cities within the County request to purchase Managed Services- Custom SKUs with the 700-hour blocks, then the price of the Managed Services- Custom SKU will be quoted to the Cities at the same annual price paid by the County during that applicable period of performance.
f. If additional subscriptions to metrics, derived from proprietary Third-Party Data are made available by Consultant at any time during the term of the Agreement, and with the approval of the County Manager and County Attorney, County may request to purchase additional subscriptions. Consultant will provide to the County an addendum or change order, as applicable, outlining the costs, limits, and terms for the additional subscriptions.

2. As of December 31, 2021, Socrata Connected Government Cloud – Organization Edition, SOC-SCGC-ORG is hereby removed and the County's subscription license for Socrata Connected Government Cloud – Organization Edition is terminated as is Consultant's obligations to maintain, support, and update such product SKU. This SKU is replaced by SOC-SCGC-CTM - Socrata Connected Government Cloud - Enterprise Edition (Custom) as set forth in the Amendment Investment Summary.
3. Consultant agrees to provide County additional services to support the County in the County's efforts to utilize the Socrata suite of products for alerting and notification. A Statement of Work (SOW) outlining the one-time services and deliverables are hereby added to the Agreement and attached as Exhibit 5 Memorandum Of Understanding.
4. Delete Article 22.1, General Indemnity, and replace with the following:
    a. "General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Purchaser arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify Purchaser against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of Purchaser, its agents, contractors, subcontractors, or employees."
5. The Consultant and County agree to add the HIPAA Business Associate Agreement, attached as Exhibit 2 to this Amendment, to the Agreement.
6. The Consultant and County agree to supplement the SOW that was added in Amendment 2, with the SOW(s) attached as Exhibit 3 to this Amendment. The work performed in the SOW for the Recovery Insights implementation for South Fulton will come out of the Managed Services – Custom hours block of hours. Any additional work whether for the implementation of Recovery Insights for additional cities, or otherwise will be determined and scoped accordingly, and the additional work will reduce the bucket

of 700 hours.

7. The following definitions are added to the Agreement:
    a. "Affiliated Organization" means a US only, federal, state, or local government entity separate from County, but which will have access to the Socrata SaaS Software or Third-Party Data licensed to County under this Agreement.
    b. "Active Account" means an account where the User was invited to the site, accepted the invitation, and where the account has not been deactivated.
    c. "Benchmark Jurisdiction" is used with the Tyler Recovery Insights solution and means a community within the United States whose proximity, population or other characteristic make it useful for comparison for the County.

    d. "Third-Party Data" means an aggregated dataset by a third-party data provider is proprietary and shall be treated as Confidential Information. Third-Party Data includes the following: Small Business Revenue Metrics, Consumer Spending Metrics, and Mobility Metrics.
    e. "Third-Party Data Purpose" means to use the Third-Party Data alone or in conjunction with other intelligence, data, or logic for internal modeling, targeting, measurement, and internal reporting, solely for the benefit of the County.
    f. "Updates" means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the Socrata SaaS Software or Third-Party Data licensed to County that Consultant generally makes available free of charge to licensees of the solutions.
8. The definition of "User" and "Monthly Active Users" found in the Agreement are deleted in their entirety and replaced with the following, terms to be used interchangeably:
    a. "User" or "Monthly Active User" means any Active Account added to the County's Site. For the avoidance of doubt, an Active Account added for a User of an Affiliated Organization is also a User.
9. The following clauses is added to the Agreement:

    "Cooperative Procurement. To the maximum extent permitted by applicable law, the Parties agree that this Agreement may be used as a cooperative procurement vehicle by other government agencies, in Fulton County. Other agencies will be responsible for entering into separate agreements with Consultant and will be responsible for all payments thereunder. Consultant reserves 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. "
10. The following terms and conditions are added to Exhibit B: Special Conditions, Subscription Terms of Use of the Agreement:
    a. The County and/or Affiliated Organization may only access and use the SaaS Services and Third-Party Data in accordance with the terms of the Agreement.
    b. The County shall not provide access or use to any User that is not an Affiliated Organization and any access by any User must comply with all aspects of the Agreement.
    c. Consultant reserves the right to exercise the limits set forth in the Investment Summary and if those limits are exercised and County wishes to add additional Users, or Data Storage, External API calls, Managed Care Hours, professional services hours, it will require a written contract Amendment.
    d. <u>License Grant for Third-Party Data</u>. Any use of Third-Party Data shall be limited to the Third-Party Data Purpose.
    e. <u>Restrictions for Third-Party Data</u>.
        i. County and/or Affiliated Organization shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Third-Party Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Third-Party Data; (iii) re-identify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source

code of the Third-Party Data, in whole or in part; (iv) remove any proprietary notices from the Third-Party Data; (v) use the Third-Party Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law; or (vi) make Third-Party Data available to for use or access to anyone other than County and/or Affiliated Organization, subject to the terms of the Agreement.

ii. County can include visualizations of an aggregate summary data in County's public reports of Recovery Insights metrics derived from Third-Party Data. Any visualizations provided in the County's public reports of Recovery Insights metrics derived from Third-Party Data are not required to be deleted upon termination of a subscription that contains Third-Party Data.

iii. County and/or Affiliated Organization shall not remove any copyright or other proprietary notice or legend contained or included in the Third-Party Data.

iv. County expressly permits Consultant to share with the Third-Party Data providers the name, subscription term dates, applicable costs and fees for the Third-Party Data SKU(s) that County and any Affiliated Organizations subscribes to.

v. County expressly permits Consultant to share with the Third-Party Data providers County's name, subscription term dates, applicable costs and fees for the Third-Party Data SKU(s) that County subscribes to.

vi. If the Third-Party Data is the subject of an open records or similar applicable public disclosure laws governing the Agreement, the County shall comply and perform the functions required by applicable law; provided, however, that in the event the County receives an open records or other similar applicable request, the County will give Consultant prompt notice of said request.

vii. Upon termination of the Agreement, or of a subscription that contains Third-Party Data, County must remove and destroy all copies of Third-Party Data, excluding aggregate summary data in County's public reports.

viii. County shall not use the Third-Party Data to attempt to identify behavior of a known individual for any reason.

ix. County acknowledges and agrees that if the Third-Party Data includes Mobility data, up to .05% of the data will be salted data or seeds used to fingerprint the data provided to County. This Amendment does not provide County with title or ownership of the SaaS Services, or Third-Party Data, but only a right of limited use as further delineated herein. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to the Agreement, as amended herein, are the proprietary property of Tyler. All right, title, and interest in and to such items, and if applicable anything developed by Tyler under this Agreement, including all associated intellectual property rights, remain only with Tyler. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.

f. Updates. Tyler may in its sole discretion provide Updates to the Third-Party Data or replace with functionally equivalent, but Consultant will provide the County with a thirty (30) day notice of such a change in the replacement of the Third-Party Data. Consultant will also ensure that all datasets and visualizations and other published items are fully functional based on the data requirements of the new Third- Party Data vendor. This will be at no cost to the County.

g. Third-Party Data Warranty. CONSULTANT DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE THIRD-PARTY DATA WILL MEET COUNTY'S REQUIREMENTS, THAT THE THIRD-PARTY DATA WILL BE ERROR FREE, OR THAT ALL THIRD-PARTY DATA DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, THE

THIRD-PARTY DATA IS PROVIDED "AS IS".

h. Upon termination of a subscription that contains Third-Party Data, County must remove or destroy all copies of Third-Party Licensed data.
i. Consultant reserves the right to develop derivative data assets based on Client Data that exists in the public domain. Consultant may use, index, disclose, commercialize, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
j. Consultant Tyler may access and develop derivative data assets and insights based on combined, aggregated, anonymized views of Client Data, that Client has not made publicly available, for the purposes of providing new features and functionality, aggregated statistical analysis by providing benchmarks and models.

11. Assignee hereby accepts assignment of the Agreement, subject to all of Socrata's rights, title, obligations, conditions, and interests therein.
12. In the event of any inconsistency between the Agreement, as previously amended, and this Amendment, this Amendment shall control.
13. Except as expressly provided in this Amendment and prior amendments, all of the terms and provisions of the Agreement will remain in full force and effect.

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

Consultant: Socrata, Inc.
and
Tyler Technologies, Inc.

____
Hannah May
Senior Corporate Attorney

Attest:

____
Notary

(Affix Notary Seal)

Fulton County, Georgia

Owner

____
Robert L. Pitts, Chairman
Board of Commissioner

Attest:

____
Tonya Grier, Clerk to the Commission

(Affix County Seal)

Approved As To Form:

____
Office of the County Attorney

Approved As To Content

____
Sharon Whitmore, Chief Financial Officer

Exhibit 1
Investment Summary

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

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By:	Alyssa Villablanca
Quote Creation:	8/30/21
Quote Expiration:	2/26/22
Start Date	10/1/21
End Date	12/30/22

Sales Quotation For:
Fulton County
Suite 1085
141 Pryor Street SW
Atlanta GA 30303-3487

Entity:	Tyler Technologies, Inc.
EIN:	75-2303920
Contract No.	16RFP118621B-TR

	Current Year	Year 1
	10/1/21 - 12/30/21	12/31/21 - 12/30/22
Recurring Costs	$ 112,014.75	$ 1,005,997
One-Time Cost	$ 0	$ 0
Total	$ 112,014.75	$ 1,005,997

	Year 2 -Optional -	Year 3 -Optional -	Year 4 -Optional -	Year 5 -Optional -	Year 6 - Optional -
	12/31/22 - 12/30/23	12/31/23 - 12/30/24	12/31/24 - 12/30/25	12/31/25 - 12/30/26	12/31/26 - 12/30/27
Recurring Costs	$ 1,056,296	$ 1,109,113	$ 1,164,568	$ 1,222,795	$ 1,283,937
One-Time Cost	$0	$0	$0	$0	$ 0
Total	$ 1,056,296	$ 1,109,113	$ 1,164,568	$ 1,222,795	$ 1,283,937

	Year 7 -Optional -	Year 8 -Optional -	Option Year 9	Option Year 10
	12/31/27 - 12/30/28	12/31/28 - 12/30/29	12/31/29 - 12/30/30	12/31/30 - 12/30/31
Recurring Costs	$ 1,348,131	$ 1,415,539	$ 1,486,315	$ 1,560,629
One-Time Cost	$0	$0	$0	$0
Total	$ 1,348,131	$ 1,415,539	$ 1,486,315	$ 1,560,629

Tyler Software and Related Services - Current Year Additional Products 10/1/21 -12/30/2021

Description	SKU	Monthly Term	Quantity	Total Price
Socrata				
Software				
Tyler Recovery Insights (County)	SOC-TRI-TRI-SUB	3	1	$ 13,236.75
Small Business Revenue Metrics (County)	SOC-TRI-SBM-SUB	3	1	$ 2,926
Consumer Spending Metrics (County)	SOC-TRI-CSM-SUB	3	1	$ 2,926
Mobility Metrics (County)	SOC-TRI-MM-SUB	3	1	$ 2,926
Socrata Connected Government Cloud - Program Edition	SOC-SCGC-PRO	3	15	$ 0
Socrata Connected Government Cloud – PHI Enabled Edition		3	1	$ 0
Support				
Managed Services (custom)		3	1	$ 90,000
	TOTAL			**$ 112,014.75**

Tyler Software and Related Services - (Year 1) 12/31/2021 - 12/30/2022

Description	SKU	Monthly Term	Quantity	Total Price
Socrata				
Software				
Small Business Revenue Metrics Subscription (County)	SOC-TRI-SBM-SUB	12	1	$ 10,640
Consumer Spending Metrics Subscription (County)	SOC-TRI-CSM-SUB	12	1	$ 10,640
Mobility Metrics Subscription (County)	SOC-TRI-MM-SUB	12	1	$ 10,640
Tyler Recovery Insights (County)	SOC-TRI-TRI-SUB	12	1	$ 52,947
Socrata Connected Government Cloud - Program Edition	SOC-SCGC-PRO	12	15	$ 0
Socrata Connected Government Cloud - Enterprise Edition (Custom)	SOC-SCGC-CTM	12	1	$ 797,938
Socrata Connected Government Cloud – PHI Enabled Edition		12	2	$ 0
Add Ons				
Small Business Revenue Metrics Benchmarking (County)	SOC-TRI-SBB-SUB	12	1	$ 1,064
Consumer Spending Metrics Benchmarking (County)	SOC-TRI-CSB-SUB	12	1	$ 1,064
Mobility Metrics Benchmarking (County)	SOC-TRI-MB-SUB	12	1	$ 1,064
Support				
Managed Services (custom)		12	1	$ 120,000
TOTAL				**$ 1,005,997**

Maintenance / Uplift Schedule

Description	SKU	Start Date	End Date	Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5
Socrata								
Software								
Small Business Revenue Metrics (County)	SOC-TRI-SBM-SUB	12/31/21	12/30/26	$ 10,640	$ 11,172	$ 11,731	$ 12,317	$ 12,933
Consumer Spending Metrics (County)	SOC-TRI-CSM-SUB	12/31/21	12/30/26	$ 10,640	$ 11,172	$ 11,731	$ 12,317	$ 12,933
Mobility Metrics (County)	SOC-TRI-MM-SUB	12/31/21	12/30/26	$ 10,640	$ 11,172	$ 11,731	$ 12,317	$ 12,933
Recovery Insights (County)	SOC-TRI-TRI-SUB	12/31/21	12/30/26	$ 52,947	$ 55,594	$ 58,374	$ 61,293	$ 64,357
Socrata Connected Government Cloud - Program Edition	SOC-SCGC-PRO	12/31/21	12/30/26	$ 0	$ 0	$ 0	$ 0	$ 0
Socrata Connected Government Cloud - Enterprise Edition (Custom)	SOC-SCGC-CTM	12/31/21	12/30/26	$ 797,938	$ 837,835	$ 879,727	$ 923,713	$ 969,899
Socrata Connected Government Cloud – PHI Enabled Edition		12/31/21	12/30/26	$ 0	$ 0	$ 0	$ 0	$ 0
Add On								
Small Business Revenue Metrics Benchmarking	SOC-TRI-SBB-SUB	12/31/21	12/30/26	$ 1,064	$ 1,117	$ 1,173	$ 1,232	$ 1,293
Consumer Spending Metrics Benchmarking	SOC-TRI-CSB-SUB	12/31/21	12/30/26	$ 1,064	$ 1,117	$ 1,173	$ 1,232	$ 1,293
Mobility Metrics Benchmarking	SOC-TRI-MB-SUB	12/31/21	12/30/26	$ 1,064	$ 1,117	$ 1,173	$ 1,232	$ 1,293
Support								
Managed Services (custom)		12/31/21	12/30/26	$ 120,000	$ 126,000	$ 132,300	$ 138,915	$ 145,861
			TOTALS	**$ 1,005,997**	**$ 1,056,296**	**$ 1,109,113**	**$ 1,164,658**	**$ 1,222,795**

Maintenance / Uplift Schedule

Description	SKU	Start Date	End Date	Optional Year 6	Optional Year 7	Optional Year 8	Optional Year 9	Optional Year 10
Socrata								
Software								
Small Business Revenue Metrics	SOC-TRI-SBM-SUB	12/31/27	12/30/31	$ 13,580	$ 14,259	$ 14,972	$ 15,720	$ 16,506
Consumer Spending Metrics	SOC-TRI-CSM-SUB	12/31/27	12/30/31	$ 13,580	$ 14,259	$ 14,972	$ 15,720	$ 16,506
Mobility Metrics	SOC-TRI-MM-SUB	12/31/27	12/30/31	$ 13,580	$ 14,259	$ 14,972	$ 15,720	$ 16,506
Tyler Recovery Insights	SOC-TRI-TRI-SUB	12/31/27	12/30/31	$ 67,575	$ 70,954	$ 74,501	$ 78,226	$ 82,138
Socrata Connected Government Cloud - Program Edition	SOC-SCGC-PRO	12/31/27	12/30/31	$ 0	$ 0	$ 0	$ 0	$ 0
Socrata Connected Government Cloud - Enterprise Edition (Custom)	SOC-SCGC-CTM	12/31/27	12/30/31	$ 1,018,394	$ 1,069,314	$ 1,122,779	$ 1,178,918	$1,237,864
Socrata Connected Government Cloud – PHI Enabled Edition		12/31/27	12/30/31	$ 0	$ 0	$ 0	$ 0	$ 0
Add On								
Small Business Revenue Metrics Benchmarking	SOC-TRI-SBB-SUB	12/31/27	12/30/31	$ 1,358	$ 1,425	$ 1,497	$ 1,572	$ 1,650
Consumer Spending Metrics Benchmarking	SOC-TRI-CSB-SUB	12/31/27	12/30/31	$ 1,358	$ 1,425	$ 1,497	$ 1,572	$ 1,650
Mobility Metrics Benchmarking	SOC-TRI-MB-SUB	12/31/27	12/30/31	$ 1,358	$ 1,425	$ 1,497	$ 1,572	$ 1,650
Support								
Managed Services (custom)		12/31/27	12/30/31	$ 153,154	$ 160,811	$ 168,852	$ 177,295	$ 186,159
			TOTALS	**$ 1,283,937**	**$ 1,348,131**	**$ 1,415,539**	**$ 1,486,315**	**$ 1,560,629**

Product Descriptions

Small Business Revenue Metrics Subscription	SOC-TRI-SBM-SUB	This single set of small business revenue metrics, derived from proprietary Third-Party Data, will be available starting January 1, 2019 and is updated daily. Includes daily data aggregations, year over year percent change in small business revenue, mapping and geographic breakouts, census tract level and 2 digit NAICS code breakouts. Small Business Metrics are available in the Recovery Insights application, as preconfigured, ready-to-analyze metrics. Tabular views of the metrics can be downloaded and exported to End User's local environment. Limited to End User's geographic area.
Consumer Spending Metrics Subscription	SOC-TRI-CSM-SUB	This single set of consumer spending metrics, derived from proprietary Third-Party Data will be available starting January 1, 2019 and is updated weekly. Includes weekly data aggregations, year over year percent change in consumer spending, mapping and geographic breakouts, census tract level and Merchant Category Code breakouts. Consumer Spending Metrics are available in the Recovery Insights application, as preconfigured, ready-to-analyze metrics. Tabular views of the metrics can be downloaded and exported to End User's local environment. Limited to End User's geographic area.
Mobility Metrics Subscription	SOC-TRI-MM-SUB	This single set of point of interest and foot traffic metrics, derived from proprietary Third-Party Data will be available starting January 1, 2019 and is updated weekly Includes weekly data aggregations, year over year percent change in daily visits at businesses and points of interest, daily visit counts in businesses and points of interest, new business closures, new business openings, mapping and geographic breakouts, census tract level and 2 digit NAICS code breakouts. Mobility Metrics are available in the Recovery Insights application, as preconfigured, ready-to-analyze metrics. Tabular views of the metrics can be downloaded and exported to End User's local environment. Limited to End User's geographic area.
Tyler Recovery Insights	SOC-TRI-TRI-SUB	Tyler Recovery Insights is a cloud-native solution to visualize and analyze metrics derived from time-series data within an authenticated, secure environment. The application enables internal authorized users to visualize, drill-down, bookmark, share, and export metrics defined from Third-Party Data (provided by Tyler on a subscription basis) as well as operational data sets from End User’s source systems on a single Socrata hosted client. Excludes: Professional Services. Includes: Education Program-Standard and Silver Support.
Socrata Connected Government Cloud - Enterprise Edition (Custom)	SOC-SCGC-CTM	Socrata Connected Government Cloud - Enterprise (Custom): The full Socrata product suite to data enable any program. Includes Support and Education. Limitations: To be determined based upon customer need.
Socrata Connected Government Cloud - Program Edition	SOC-SCGC-PRO	Socrata Connected Government Cloud - Program: The full Socrata product suite. Limits: 25 Monthly Active Users, 500K External API calls, 2TB of data storage. Includes Support and Education. Excludes: Set-Up.

Product Descriptions

Socrata Connected Government Cloud – PHI Enabled Edition		The Socrata Connected Government Cloud (SCGC) solution with Performance, Finance Insights, and Perspectives. Limited to one Internal SCGC Site; Public SCGC Site not included. The number of Users is limited to 35. Includes Gold Support and Standard Education. Excludes Professional Services.
Managed Services (custom)		700 Hours of flexible capacity to meet the Fulton County Team's needs for expertise to support the Strategy & Data program going forward. This will cover access to all resources for vision building, POC work, & growing the useability of your investment over time. GS will require an SOW to complete work under this vehicle.
Small Business Revenue Metrics Benchmarking	SOC-TRI-SBB-SUB	This single set of small business revenue metrics for up to 10 Benchmark Jurisdictions, derived from proprietary Third-Party Data will be available starting January 1, 2019 and updated daily. Benchmark Jurisdictions will be selected by the End User. Includes daily data aggregations, year over year percent change in small business revenue. Filtering available by NAICS 2 digit codes to compare jurisdiction to jurisdiction by industry. Limitations: Benchmark Data is available in the Recovery Insights application and may not be exported, downloaded or in any way saved to End User's local environment. Maps of Benchmark Jurisdictions are not available. Geospatial data granularity is limited to the outer political boundary of the Benchmark Jurisdiction.
Consumer Spending Metrics Benchmarking	SOC-TRI-CSB-SUB	This single set of consumer spending metrics for up to 10 Benchmark Jurisdictions, derived from proprietary Third-Party Data will be available starting January 1, 2019 and updated weekly. Benchmark Jurisdictions will be selected by the End User. Includes weekly data aggregations, year over year percent change in consumer spending. Filtering available by Merchant Category Codes to compare jurisdiction to jurisdiction by industry. Limitations: Benchmark Data is available in the Recovery Insights application and may not be exported, downloaded or in any way saved to End User's local environment. Maps of Benchmark Jurisdictions are not available. Geospatial data granularity is limited to the outer political boundary of the Benchmark Jurisdiction.
Mobility Metrics Benchmarking	SOC-TRI-MB-SUB	This single set of point of interest and foot traffic metrics for up to 10 Benchmark Jurisdictions, derived from proprietary Third-Party Data will be available starting January 1, 2019 and updated weekly. Benchmark Jurisdictions will be selected by the End User. Includes weekly data aggregations, year over year percent change in daily visits at businesses and points of interest, daily visit counts in businesses and points of interest, new business closures, new business openings. Filtering available by NAICS 2 digit codes to compare jurisdiction to jurisdiction by industry. Limitations: Benchmark Data is available in the Recovery Insights application and may not be exported, downloaded or in any way saved to End User's local environment. Maps of Benchmark Jurisdictions are not available. Geospatial data granularity is limited to the outer political boundary of the Benchmark Jurisdiction.

Special Conditions:

1. The 15 Socrata Connected Government Cloud - Program Edition SKUs being added to the Contract include 25 Users, 2 TB of Storage.
2. The 15 Socrata Connected Government Cloud - Program Edition SKUs each include the Socrata Open Data portal, the SCGC internal data management platform, the Performance Insights module, Financial Insights applications, and Socrata's pre-built applications of Capital Projects Explorer and Citizen Connect. They do not include any other Tyler solution, Assessment Connect, or any instance or domain that will be used to store or transmit Protected Health Information (PHI).
3. The 15 Socrata Connected Government Cloud - Program Edition SKU's come with Silver Support and Premium Education as set forth in the Support Policy.
4. The Socrata Connected Government Cloud - Enterprise Edition (Custom) SKU includes up to 11.5 TB of data storage and includes unlimited Users.
5. The Socrata Connected Government Cloud - Enterprise Edition (Custom) SKU comes with Platinum Support and Premium Education as set forth in the Support Policy.
6. The Socrata Connected Government Cloud – PHI Enabled Edition SKU is being added to the Contract for the creation of 2 SCGC Instances for use with the County's PHI data, and is subject to the terms and conditions in the attached Business Associate Agreement.
7. Small Business Revenue, Consumer Spending, and Mobility Metrics SKUs provided for at the County level, are for Fulton County, total population between 600,000 and 1,200,000. Third-Party Data is available on a subscription basis and is available at census tract aggregations. If the total population for the aggregated Cities is above 1,200,000 then the cost may be updated to reflect the increase in population.
8. During the initial period of performance of 10/1/2021 - 12/31/2021the Managed Services Custom SKU is limited to 525 hours, not 700 hours.
9. If all 525 hours from the Managed Services- Custom SKU are not used during the initial period of performance of 10/1/2021 - 12/31/2021, or all 700 hours from the Managed Services – Custom SKU are not used during a subsequent 12-month period of performance, then up to 15% (or up to 105 of the 700 hours) of the total hours can be carried forward if the County exercises a 12-month optional subscription term. No unused hours above the 15% will carry forward.
10. With the approval of the County Manager and County Attorney, if the County requests to purchase additional Managed Services- Custom SKUs with the 700 hour blocks, then the price will be quoted at the same annual price paid by the County during that applicable period of performance.
11. The Agreed upon 10 Counties provided with Small Business Revenue, Consumer Spending, and Mobility Metrics Benchmarks SKUs are the following: Shelby County, TN, Milwaukee, County, WI, Mecklenburg County, NC, Orange County, FL, Hennepin County, MN, Travis County, TX, Allegheny County, PA, Wake County, NC, Franklin County, OH, & Cuyahoga County, OH. Tyler agrees to also provide Small Business Revenue, Consumer Spending, and Mobility Metrics Benchmarks SKUs for the following counties at no additional cost: Cobb, Dekalb, & Gwinnett.
12. Tyler will work to establish the agreed upon workaround with Fulton County to operationalize alerts for transactional data in Recovery Insights. This work will occur at no cost to the client and is estimated to take approximately 100 hours of professional services. Data automation and alert setup will be limited to transactional data (operational data that is updated on at least a daily basis that is not aggregated).

The currency is in US dollars and payment for undisputed invoices is due within thirty (30) days of receipt of invoice. Fees are exclusive of taxes and third-party reseller fees. Tyler's electronic payment information is provided in the invoice sent from Tyler, and any billing inquiries should be directed to Tyler's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com. Tyler will invoice End User the total amount due for annual SaaS Services at the commencement of the subscription term. Fees for other professional services, if applicable, are quoted at Firm Fixed Price and will be invoiced monthly in equal amounts divided over the subscription term. Changes in scope or requirements will require a change request and/or contract modification. Quote valid for 120 days.

Exhibit 2
HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") is entered by and between Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc., with offices at 255 South King Street, Suite 1100, Seattle, WA 90104 ("Socrata") and Fulton County, GA with offices at 141 Pryor St. SW Suite 1085, Atlanta GA, 30303 ("Covered Entity"), and is effective as of the date of the last signature below, (the "Effective Date").

WHEREAS, Socrata is a Business Associate, and the terms of this Agreement apply to Socrata, if and only to the extent that Socrata uses, discloses, creates, receives, maintains or transmits protected health information, as defined in 45 CFR §164.501 ("PHI") on behalf of the Covered Entity in performing Socrata's obligations under the Software/Services License Requirements Agreement dated November 8, 2016 ("Underlying Agreement"); and

WHEREAS, the parties intend to ensure the confidentiality, privacy and security of Covered Entity's PHI as required by law, including the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (HIPAA), and its implementing regulations at 45 CFR Parts 160 and 164 (the Privacy, Security, Breach Notification and Enforcement Rules or "HIPAA Rules") as updated by the Health Information Technology for Economic and Clinical Care Act (HITECH) enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and its implementing Regulations (together, the "HIPAA and HITECH Rules").

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Socrata and the Covered Entity agree as follows:

1. Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA and HITECH Rules: Breach, Business Associate, Clearinghouse, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Health Information Exchange, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. Permitted Uses and Disclosures.

a) Socrata may use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement, as permitted by this Agreement.
b) Socrata may use or disclose PHI as required by law.
c) Socrata may use or disclose PHI for the proper management and administration of Socrata's business or to carry out the legal responsibilities of Socrata, provided Socrata obtains reasonable assurances from the recipient of any such disclosure that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Socrata requires the recipient to notify it of any instances of which it is aware that the confidentiality of the PHI has been breached.

d) Socrata and Covered Entity acknowledge and agree that, pursuant to the terms of the Underlying Agreement, Socrata does not perform or make available services as a Clearinghouse or Health Information Exchange, or any similar service involving transformation, processing, or distribution of PHI reserved for the Covered Entity.

3. Obligations and Activities of Socrata. Socrata agrees to:

a) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.
b) Not use or disclose PHI other than as permitted by this Agreement or as required by law.
c) Report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware.
d) Use commercially-reasonable efforts to promptly mitigate the effects of any unauthorized use or disclosure of PHI.
e) If applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Socrata agree to the same restrictions, conditions, and requirements that apply to Socrata with respect to such information.
f) If applicable, make PHI available to the Covered Entity in the form of a designated record set, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
g) If applicable, make any amendment(s) to PHI in a designated record set, as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
h) Maintain and make available to the Covered Entity an accounting of Socrata's disclosures, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
i) Make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA and HITECH Rules.
j) Socrata shall forward to Covered Entity any requests Socrata receives from an Individual for access to such Individual's PHI that is held in the SaaS Services, which request shall be responded to by Covered Entity in accordance with the requirements of 45 CFR § 164.524.
k) Socrata shall use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. In addition, Socrata shall comply with the requirements of the HIPAA Security Rule 45 CFR §§ 164.308, 164.310, 164.312 and 164.316

4. Obligations of Covered Entity.

a) Covered Entity represents that it complies with the HIPAA Rules as set forth above as of the date of the Underlying Agreement and shall remain in compliance with the then current HIPAA Rules during the term of the Underlying Agreement. Covered Entity acknowledges and agrees that Socrata is not responsible for, and Covered Entity is not relying on Socrata or its services, for Covered Entity's own compliance with HIPAA.
b) Covered Entity shall notify Socrata of any limitation(s) in the notice of privacy practices of Covered Entity, to the extent that such limitation may affect Socrata's use or disclosure of PHI.
c) Covered Entity shall notify Socrata of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Socrata's use or disclosure of PHI.
d) Covered Entity shall notify Socrata of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by, to the extent that such restriction may affect Socrata's use or disclosure of PHI.

e) Covered Entity shall not request that Socrata use or disclose PHI in any format, and in any manner, that would be prohibited if performed by the Covered Entity.
f) Covered Entity shall be exclusively responsible for responding to all requests by Individuals for an amendment to their PHI in accordance with HIPAA.
g) Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA and HITECH Rules.
h) Covered Entity shall use or disclose only the minimum necessary PHI while using the SaaS Services in accordance with HIPAA and §13405(b) of the HITECT ACT (being Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009).

5. Term and Termination.

a) Term. The Term of this Agreement shall be effective as of the Effective Date of this Agreement, and shall terminate at the same time as the termination or expiration of the Underlying Agreement.
b) Termination for Cause. Socrata authorizes termination of this Agreement by Covered Entity if Socrata violates a material term of this Agreement and Socrata does not cure the material breach within 30 days of written notice of such breach, or such other period of time as may be agreed to by Covered Entity and Tyler.
c) Obligations of Socrata Upon Termination. Upon termination of this Agreement for any reason, Socrata shall:
    i. Return or destroy all PHI used, created, accessed, acquired, maintained, or received by Socrata on behalf of the Covered Entity, and retain no copies in any format. Socrata shall ensure that its Subcontractors do the same.
    ii. If returning or destroying PHI is not feasible, Socrata agrees to protect the confidentiality of the PHI and retain only that PHI which is necessary for Socrata to continue its proper management and administration, or to carry out its legal responsibilities. Socrata shall not use or disclose the PHI for any purpose other than the purpose for which it was retained, and shall continue to use appropriate safeguards and comply with the HIPAA and HITECH Rules as applicable.
    iii. Upon appropriate direction from the Covered Entity, Socrata shall transmit the PHI to another Business Associate of the Covered Entity consistent with all legal and regulatory safeguards delineated in this Agreement.
d) Amendment. The Parties acknowledge that state and federal laws and regulations relating to PHI and its security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with changes to applicable laws. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
e) Survival. The obligations of Socrata under Section 5.c shall survive the termination of this Agreement.

Exhibit 3
Statement or Work

Fulton County

SOW from Tyler Technologies, Inc.

3/31/2021

Presented to:
Michael Rowicki
141 Pryor Street SW
Atlanta, Georgia 30303

Contact:
Alexander Krughoff
Email: Alexander.Krughoff@TylerTech.com
1150 18th Street NW, Suite 450, Washington D.C. 20036

Table of Contents

Part 1: Executive Summary

Project Overview

Introduction

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

Project Goals

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

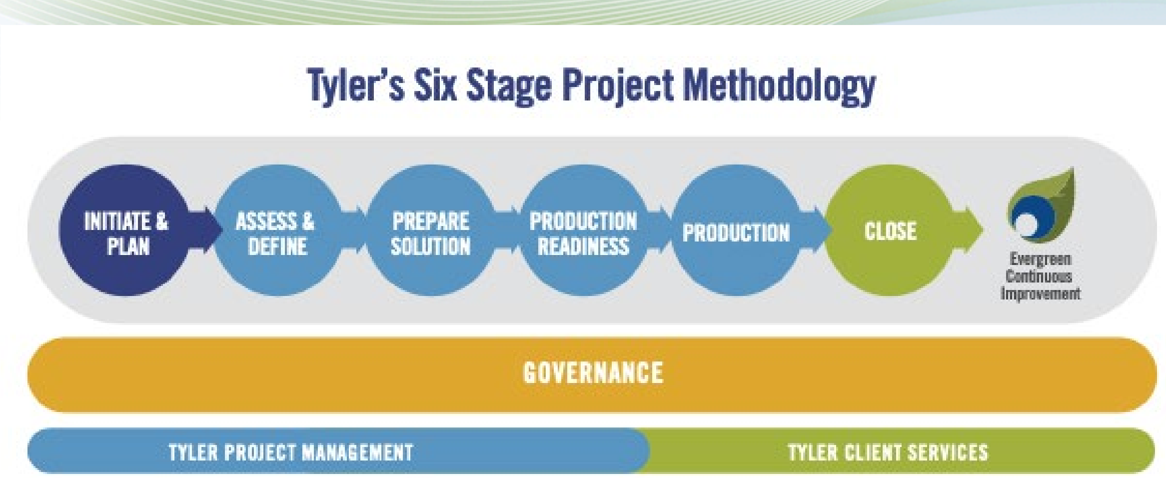
The overall goals of the project are to:

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

Methodology

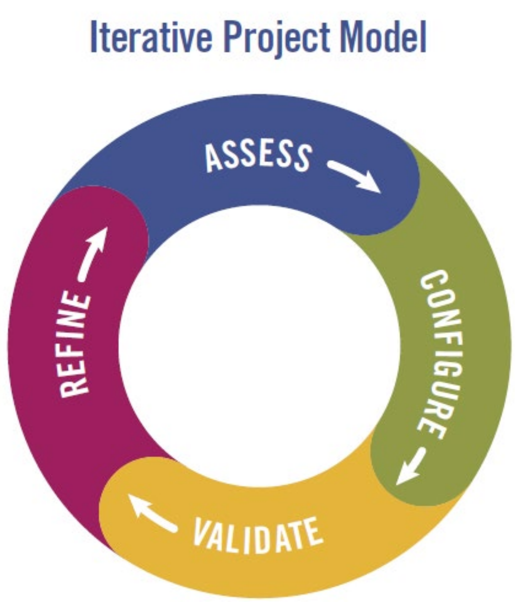
This is accomplished by Fulton and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative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

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



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

To achieve Project success, it is imperative that both Fulton and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Fulton and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Fulton'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.



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

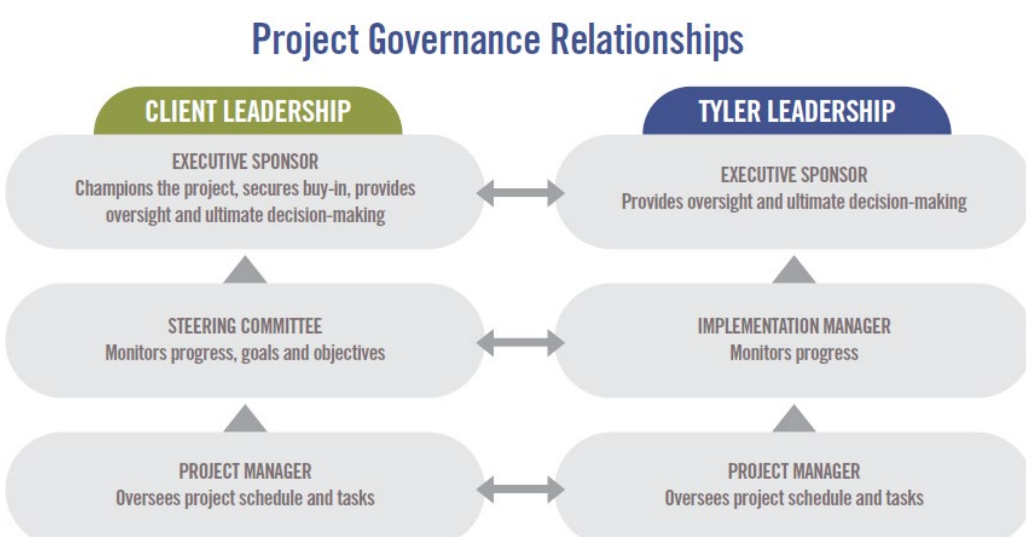
Part 2: Project Foundation

Project Governance

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

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

The chart below illustrates an overall team perspective where Tyler and Fulton collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Fulton Steering Committee become the escalation points to triage responses prior to escalation to Fulton 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. Fulton and Tyler executive sponsors serve as the final escalation point.



Project Scope Control

Managing Scope and Project Change

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

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

Change Control

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

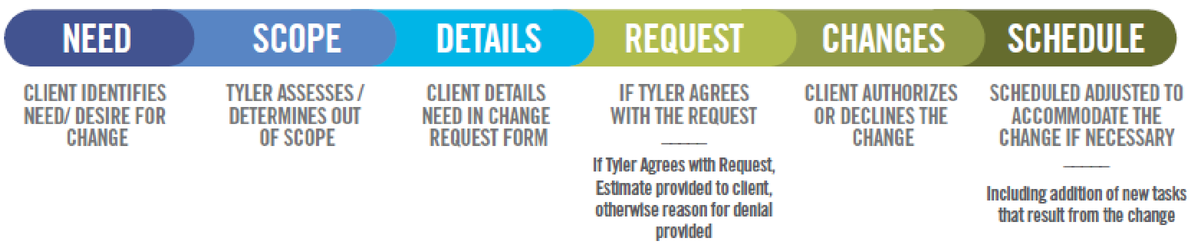
Change Request Management

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

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

Change Request Process



Acceptance Process

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

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

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Fulton project manager will strive to gain deliverable and decision approvals from all authorized Fulton 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 Fulton 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 Fulton shall have ten (10) 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 Fulton does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Fulton does not agree the particular Deliverable or Control Point meets requirements, the Fulton shall notify Tyler project manager(s), in writing, with reasoning within ten (10) 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 Fulton shall then have five (5) 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 Fulton does not provide acceptance 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.

Roles and Responsibilities

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

Tyler Roles & Responsibilities

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

Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Fulton ’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 Fulton ’s executive sponsor.

Tyler Implementation Manager

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

Tyler Project Manager

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

Contract Management

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

Planning

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

- 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 Fulton and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Fulton any items that may impact the outcomes of the Project.
- Collaborates with Fulton ’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 Fulton ’s project manager(s) to set a routine communication plan that will aide all Project team members, of both Fulton and Tyler, in understanding the goals, objectives, current status, and health of the Project.

Resource Management

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

Tyler Sales

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

Tyler Technical Services

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

Fulton Roles & Responsibilities

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

Fulton Executive Sponsor

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

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

Fulton Steering Committee

The Fulton 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 Fulton project manager and Project as a whole through participation in regular internal meetings. The Fulton steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Fulton 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
    - Fulton Policies
    - Needs of other client projects

Fulton Project Manager

Fulton 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. Fulton Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Fulton project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

Contract Management

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

Planning

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

Implementation Management

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

Resource Management

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

Fulton 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 Fulton 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 Fulton 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

Fulton Power Users

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

Fulton 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.

Fulton 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 Fulton 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.

Fulton 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 Fulton'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 Fulton and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

Fulton Change Management Lead

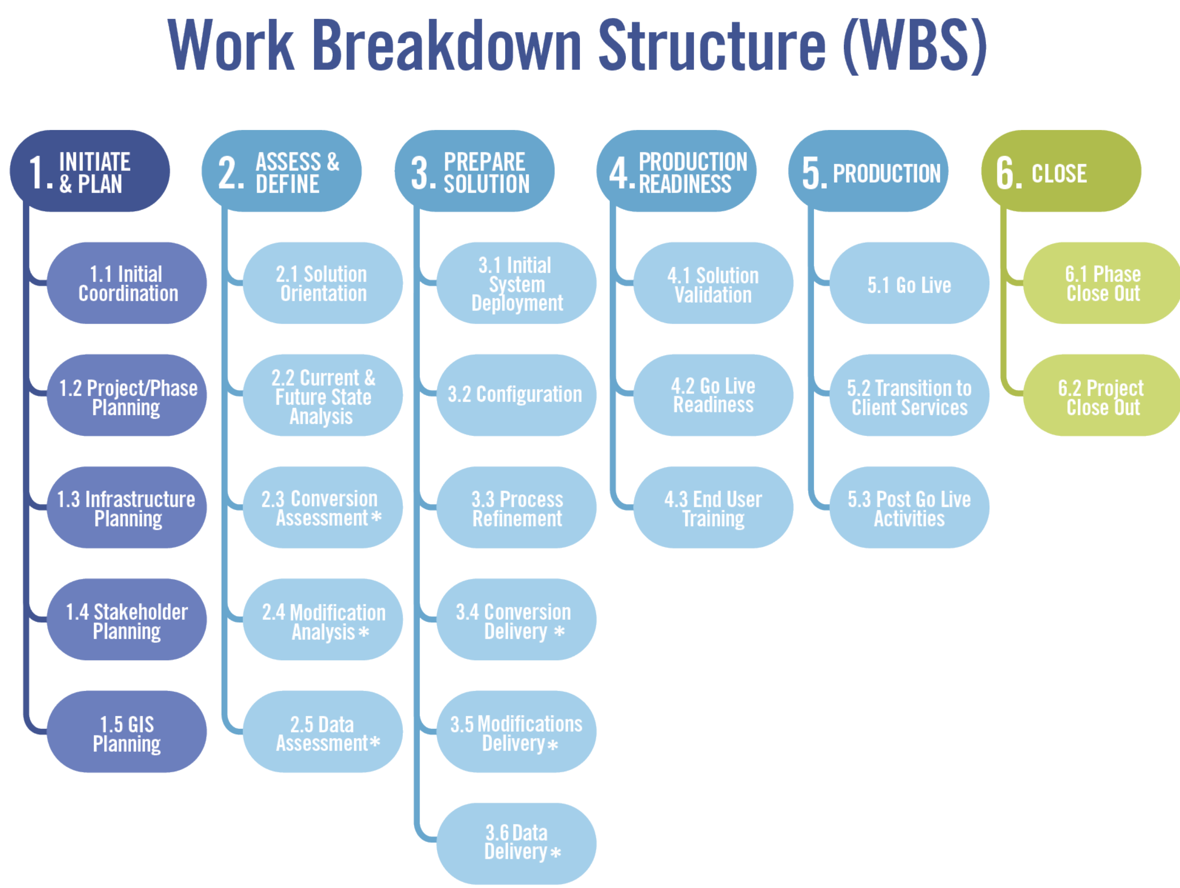
- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.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

Part 3: Project Plan

Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by Fulton. The consultant and Fulton County will work within the project plan, always looking to streamline the stages as much as possible to ensure the most production is provided with the dedicated project hours.



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

Initiate and Plan

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

Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Fulton 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. Fulton 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 Fulton's team. During this step, Tyler will work with Fulton to establish the date(s) for the Project and Phase Planning session.

Objectives:

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

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: 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 (SMEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Fulton		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

Project activities begin after the agreement has been fully executed.

Project/Phase Planning

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

During this work package Tyler will work with Fulton to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Fulton 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 Fulton'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 Fulton Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

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

STAGE 1	**Project/Phase Planning**																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				

Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

Work package assumptions:

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

Infrastructure Planning

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

Objectives:

Ensure Fulton's infrastructure meets Tyler's application requirements.
Ensure Fulton's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	**Infrastructure Planning**																
	Tyler								Client								
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
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						

*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

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

Work package assumptions:

Fulton will maintain environment (or virtual environment) for On-Premise deployments.

Stakeholder Meeting

Communication of the Project planning outcomes to the Fulton 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 Fulton team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

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

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
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 (SMEs)	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

Intentionally left blank.

Control Point 1: Initiate & Plan Stage Acceptance

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

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

Initiate & Plan Stage Deliverables:

Project Management Plan
Initial Project Schedule

Initiate & Plan stage acceptance criteria:

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

Assess & Define

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

Solution Orientation

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

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

STAGE 2	Solution Orientation																
	Tyler								Client								
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 (SMEs)	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

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.

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

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

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

STAGE 2	Current & Future State Analysis	
	Tyler	Client

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

Inputs	Client current state documentation
	Solution Orientation completion

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

Work package assumptions:

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

Intentionally left blank.

Data Assessment

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

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

Objectives:

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

STAGE 2	Data Assessment																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
Conduct data assessment based on Current & Future State Analysis			A		R						C	I		C	C		C
Identify data integration touchpoints with Fulton source system			A		R						C	I		C	C		C
Create an automated publishing plan for prioritized in-scope datasets			A		R						C	I		C	C		C

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

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

Work package assumptions:

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

Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

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

Prepare Solution

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

Initial System Deployment

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

Objectives:

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

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with			A				R				I						C

Initial Database on Server(s) for Included Environments																	
Install Licensed Software on Client 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 Clients (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

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

Configuration

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

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

Objectives:

- Software is ready for validation.
- Educate Fulton SME how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	**Configuration**	
	Tyler	Client

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 (SMEs)	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 Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

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

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

Work package assumptions:

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

Process Refinement

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

Objectives:

Ensure that Fulton 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	Client

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

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

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

Work package assumptions:

None

Intentionally left blank.

Data Delivery

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

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

Objectives:

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

STAGE 3	Data Delivery (Socrata)																	
	Tyler								Client									
RACI MATRIX KEY: 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 (SMEs)	Department Heads	End Users	Technical Leads
Deliver data workflows from client source system identified in data assessment			A		R						I	C		C	I		C
Configure automated publishing jobs for prioritized datasets			A		R						I	C		C	I		C

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

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

Work package assumptions:

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

Control Point 3: Prepare Solution Stage Acceptance

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

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

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Updated solution design document (Socrata only).
- Prioritized data sets for review in Tyler system (Socrata only).

Prepare Solution Stage Acceptance Criteria:

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

Production Readiness

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

Solution Validation

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

STAGE 4	Solution Validation	
	Tyler	Client

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 (SMEs)	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	Fulton updates report with testing results

Work package assumptions:

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

Go-Live Readiness

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

Objectives:

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

STAGE 4	**Go-Live Readiness**	
	Tyler	Client

RACI MATRIX KEY: 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 (SMEs)	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 Fulton

Work package assumptions:

None

End User Training

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

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

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

Objectives:

- End users are trained on how to use the software prior to go-live.

- Fulton is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Fulton signoff that training was delivered

Work package assumptions:

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

Control Point 4: Production Readiness Stage Acceptance

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

Production Readiness stage deliverables:

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

Production Readiness stage acceptance criteria:

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

Production

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

Go-Live

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

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

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

Objectives:

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

STAGE 5	**Go-Live**																
	Tyler								Client								
RACI MATRIX KEY: 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 (SMEs)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			

Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

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

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

Work package assumptions:

- Fulton will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Fulton Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Fulton Project Team and SME's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Fulton teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

Transition to Client Services

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

Objectives:

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

STAGE 5	**Transition to Client Services**	
	Tyler	Client

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 (SMEs)	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

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

Work package assumptions:

No material project issues remain without assignment and plan.

Post Go-Live Activities

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

Objectives:

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

STAGE 5	**Post Go-Live Activities**	
	Tyler	Client

RACI MATRIX KEY: 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 (SMEs)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

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

Work package assumptions:

System is being used in a live production state.

Control Point 5: Production Stage Acceptance

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

Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
Converted data is available in production environment.

Production Stage Acceptance Criteria:

All stage deliverables accepted based on criteria previously defined.
Go-Live activities defined in the Go-Live action plan completed.
Client services support document is provided.

Close

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

Phase Closeout

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

Objectives:

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

STAGE 6	Phase Close Out																
	Tyler								Client								
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 (SMEs)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

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

Inputs	Contract
	Statement of Work
	Project artifacts

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

Work package assumptions:

Tyler deliverables for the phase have been completed.

Project Closeout

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

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

STAGE 6	**Project Close Out**																
	Tyler								Client								
RACI MATRIX KEY: 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 (SMEs)	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 Fulton and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

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

Work package assumptions:

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

Control Point 6: Close Stage Acceptance

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

Note: Advancement to the Close Stage is not dependent upon Tyler's receipt of this Stage Acceptance.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

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

General Assumptions

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

Project

- Project activities will begin after the Agreement has been fully executed.
- The Fulton Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Fulton 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, Fulton 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 Fulton to make process changes.
- Fulton is responsible for defining, documenting and implementing their policies that result from any business process changes.

Organizational Change Management

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

Resources and Scheduling

- Fulton resources will participate in scheduled activities as assigned in the Project Schedule.
- The Fulton team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Fulton 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.

Fulton 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.

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

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

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

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

Socrata Data

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

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

Facilities

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

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

Glossary

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

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: Recovery Insights and Financial Transparency Program

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

Implementation Strategies

- *Implementation of the Socrata Recovery Insights application to facilitate internal data analysis and tracking of financial and economic health data.*
- *Implementation of the Socrata financial suite to facilitate better sharing and contextualized use of financial data (Budget, Expenditures and Payroll) for identification of fraud, waste and abuse as well as effective communication with the public.*
- *Developing and implementing a centralized data sharing program with support from key staff from South Fulton. This includes the training of staff on best practices for data prioritization, data structuring, visualization, storytelling and financial data reporting.*
- *Consulting on the automation of publishing data from the South Fulton legacy systems to the Socrata Connected Government Cloud.*
- *Assisting in the creation of internal report generation, visualizations, and internal and external dashboards.*

Implementation Summary

Based on our current understanding of the Client's needs, this program will be implemented in the following 30-90-day approach

- *Phase 1: Recovery Insights Program (within first 45 business days)*
- *Phase 2: Financial Transparency and Data Sharing Program*

Phase 1: Recovery Insights Program

Within the first 30 business days, this phase will be building internal data analysis and reporting program within the Client platform that will provide insights into budget, expenditures, revenues, payroll, and key economic health indicators for the Client. The platform will be designed to allow key stakeholders to drill into specific agencies to understand departmental budget allocation and spending trends, as well as consume data on the health of the local economy.

The platform will improve the current reporting mechanisms to officials by providing objective, accurate, and timely evaluations of financial and economic data that is critical for decision making.

Phase 1 Implementation Outputs

Deployment of the following on Client domain

- One (1) Internal Data-as-Service Platform (Socrata Connected Government Cloud)
- One (1) Recovery Insights
- Templated homepage styling with standard layout options.
- DNS and SSL setup for domains of the applications; SSL certificate included at no cost.

Develop Data Inventory

- Provide expert advice and recommendations on selecting (curating) the highest value datasets for the specific area of focus.
- Design the workflows and standards, identify the key datasets, and overall establish how the Socrata solution will be implemented and used to address Client implementation outcomes.
- Provide consulting and hands-on assistance with dataset preparation and analysis for datasets that will serve as the basis for the following metrics:
    - Total Expenditure Budget vs Actuals
    - Overtime Expenditure Budget vs Actuals
    - Capital Project TSPLOST Fund Expenditure Budget vs Actuals
    - General Fund Expenditure Budget vs Actuals
    - Total Revenue Budget vs Actuals
    - Capital Project TSPLOST Fund Revenue Budget vs Actuals
    - General Fund Revenue Budget vs Actuals
    - Real Property Current Year Revenue Budget vs Actuals
    - Local Option Sales and Use Tax Revenue Budget vs Actuals
    - Transportation Splost Revenue Budget vs Actuals
    - Insurance Premium Tax Revenue Budget vs Actuals

    The configuration of these identified metrics is dependent of the ability of South Fulton to provide Tyler Technologies the data in the predetermined schema.

- Consulting on defining dataset structure, restructuring or normalizing data, flattening nested tables and/or joining separate datasets, assistance with data types and uploading files, and dataset and column metadata

Configure financial transparency data and applications

- Identify data needs (in line with Client's Chart of Accounts) to be configured in each of the financial applications (Budget, Expenditures and Payroll)

- Consulting on how to utilize the application to increase engagement with the underlying data

Automate the data pipeline

- Automating the publication of Womply and Affinity data the census tract level for the jurisdiction of South Fulton, Georgia (Note that census tracts do not always align perfectly with incorporated jurisdiction boundaries. Every effort will be made by Tyler to align the boundaries as closely as possible with there is variation.)

- Initial upload of financial data for the internal data sharing to support financial analysis in Recovery Insights

- Consultation on the transformation of data from the source system

Persona mapping, compelling storytelling, reports, and visualizations creation

- Stakeholder and persona mapping to identify data consumption and reporting needs

Phase 2: Financial Transparency and Data Sharing Program

This phase will be developing a roadmap and building a financial transparency program within the Client platform that will provide insights into budget, expenditures, revenues, and payroll for the Client. The platform will be designed to allow key stakeholders and the public to drill into specific agencies to understand departmental budget allocation and spending trends.

The platform will improve the current reporting mechanisms to public and agency officials by providing objective, accurate, and timely evaluations of financial data that is critical for decision making. The need to be a transparent agency is critical for the organization and Tyler Technologies is pleased to be a partner to help accomplish this goal.

Phase 2 Implementation Outputs

Roadmap Development

- Consulting on the development of a solution for the deployment of South Fulton automating data from South Fulton's budget, finance, payroll and strategic performance plan systems to increase transparency with the public.

Deployment of the following on Client domain

- One (1) Open Data

- One (1) Performance Cloud

- One (1) Open Budget
- One (1) Open Expenditures
- One (1) Open Payroll
- Templated homepage styling with standard layout options. South Fulton will be responsible for following the implementation steps with the Tyler services team to complete homepage styling and branding.
- DNS and SSL setup for domains of the applications; SSL certificate included at no cost.

Develop Data Inventory

- Provide expert advice and recommendations on selecting (curating) the highest value datasets for the specific area of focus.
- Design the workflows and standards, identify the key datasets, and overall establish how the Socrata solution will be implemented and used to address Client implementation outcomes.
- Provide consulting and hands-on assistance with dataset preparation and analysis for datasets that will serve as the basis for the prioritized metrics within South Fulton
- Consulting on defining dataset structure, restructuring or normalizing data, flattening nested tables and/or joining separate datasets, assistance with data types and uploading files, and dataset and column metadata

Configure financial transparency and performance data and applications

- Identify data needs (in line with Client's Chart of Accounts) to be configured in each of the financial applications (Budget, Expenditures and Payroll)
- Identify data needs to support tracking progress of South Fulton's strategic plan
- Consulting on how to utilize the application to increase engagement with the underlying data

Automate the data pipeline

- Assistance automating the publication of required data for the internal data sharing and financial applications, including extraction process, initial upload, and automation.
- Consultation on the creation of automated extraction scripts from:
    - *Data sources to be identified during roadmap session*
- Consultation on the transformation of data from the source system
- Consultation on the publication of the data from identified source systems in the roadmap that will serve as the data for South Fulton's financial and performance metrics
- Training technical staff on the process for setting up automated processes for datasets to the Socrata platform

- Consultation on best practices for data automation, including drafting extraction, transformation and load (ETL) and automation strategies

Persona mapping, compelling storytelling, reports and visualizations creation

- Stakeholder and persona mapping to identify data consumption and reporting needs
- Configuration of one (1) Client specific story “style” (fonts, colors) to be available across all Perspective stories to support reporting
- Expert consulting for “storytellers” on creating Perspective stories, including building compelling visualizations and crafting effective narratives.

Phase 1: Estimated Schedule (Phase 2 Estimated Schedule will be determined after the road map development session)

Recovery Insights Project Agenda						
	Week					
	1	2	3	4	5	6
Welcome Call	■					
Deploy Recovery Insights Application	■	■				
Data Inventory Development		■	■			
Solution Design Session and Solution Documentation		■	■			
Configure Recovery Insights Application			■	■		
First Review				■	■	
User Acceptance Testing					■	■
Final Review					■	■

Implementation Launch Criteria

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

- Deploy Socrata's Data-as-a-Service Platform with key datasets enable the financial applications to help the Client track budget, expenditures, revenue, payroll, and economic health.
- Deploy Socrata's Data-as-a-Service Platform to modernize the management built-in reporting, visual data exploration, and data sharing of financial information both internally and externally.
- Socrata Connected Government Cloud functionality, such as triggers and alerts on spending, is leveraged to improve business processes, and highlight potential waste, fraud, and abuse (internal).
- Transfer knowledge of the Socrata's Data-as-a-Service Platform using the Client Education Program Plan designed by role to the Client team members.
- Educate the Client team members on how to utilize Socrata's on-going support services. The support programs are designed to provide access to our support team, knowledge base and consulting coaching services to support team members, additional departments and users.

Domains and User Access

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

Platform/Application	Setup URL	Username and Email
SCGC	internal_southfulton.data.socrata.com	Michael Rowicki - mike.rowicki @fultoncountyga.gov

Outside of Scope

This SOW does not include the following activities:

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

SOW Term and Hours

Unless earlier terminated under the Socrata Services Order, the term of this SOW commences upon the Services subscription start date and ends the subscription end date as set forth therein. For the avoidance of doubt, the term of this SOW shall not exceed 12 consecutive months from start date without a written addendum. In addition, this SOW only services work that has been pre-scoped. For any additional implementation work, a SOW will need to be executed. The work of any executed SOW between Fulton County and Tyler Technologies will be levied against the County's balance of their 700 hours of yearly professional services.

The Services under this SOW will not exceed **120** hours in the aggregate among Tyler Technologies personnel for Phase 1. Services for Phase 2 will be estimated at the completion of the roadmap session and presented to the Client for review and approval prior to initiating the remain work details in Phase 2.

EXHIBIT 4
INVOICING AND PAYMENT POLICY

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

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

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

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

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

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

Fulton County, GA

Memorandum of Understanding
Statement of Work

July 1, 2021

This Statement of Work (SOW) outlines one-time services (the "Services") and deliverables that Tyler Technologies ("Tyler") will provide to Fulton County, GA ("Client") to support them in their efforts to utilize the Socrata suite of products for alerting and notification. The objective is to provide efficient notification solutions without an increase of client effort.

Scope of Work

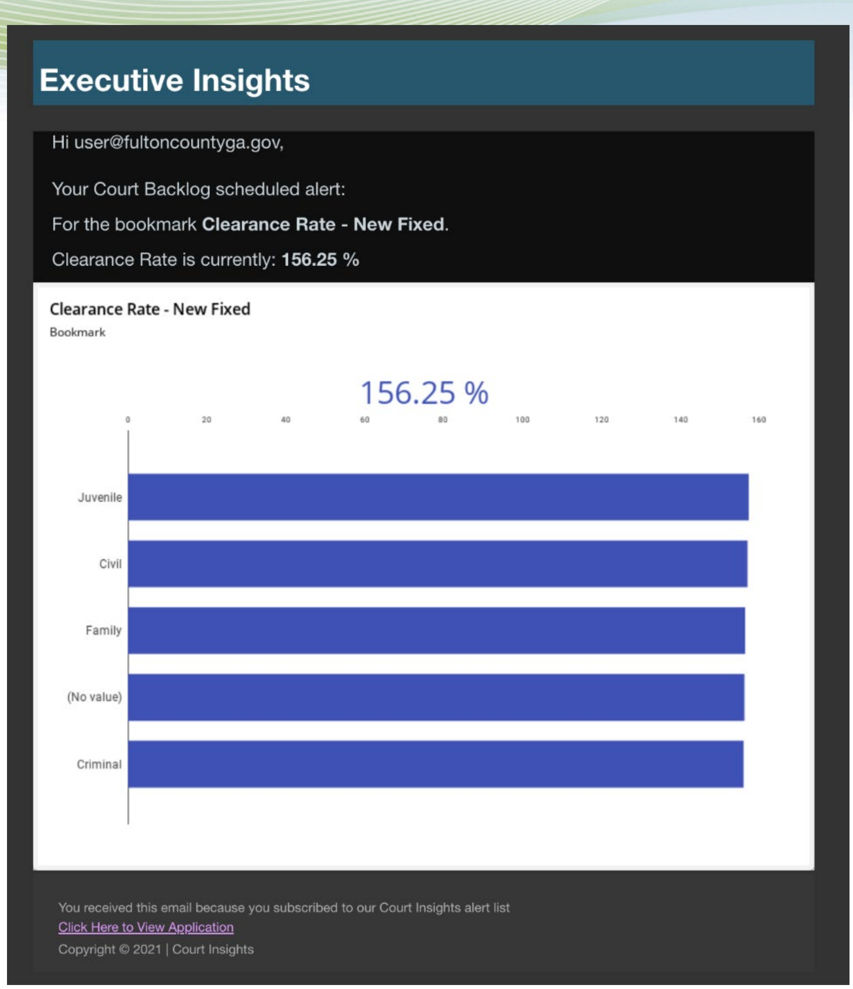
Tyler Technologies will deliver software and services that support the following objectives:

- Deploy Executive Insights to support operational data alerts
- Deploy scheduled perspectives pages

Description of Deliverables

Executive Insights for Alerting on Operational Data

- Executive Insights, operational alerting on daily updated data
  - We can set up alerts to trigger based on:
    - A schedule: Daily, monthly, or weekly at a specified time and time zone.
    - When a threshold or condition is met. For example, when the number of cases cleared out of the court backlog falls below the set target amount, the alert will fire and share via email and in platform the trend/data which triggered the alert.
    - When records match filters set in the application.
    - The alerts send an image of the bookmark to the sender (pictured)
    - The alerts tell the recipient the specific thing they are being alerted to such as "The average days to close and invoice is above 40." See Screenshot below for an example:



- Scheduled Perspectives Pages
    - Scheduled send of a perspective page on a specific date and time
        - Feature will allow a user to share a static representation of a perspectives page via email.

Deliverable Activities

Below outlines activities the Tyler Technologies team will undertake to support the deliverables described

Activity: Executive Insights for Operational Data

Tasks:

- Tyler will assist the client to define and implement high priority operational alerts use cases.
- A detailed SOW will be developed and agreed upon with the Client

TIMELINE: Begin immediately

Activity: Scheduled Perspectives Page

Tasks:

- Develop feature to share a static perspective page via email
- Enable the client on this functionality

TIMELINE: Within 9-12 months of executed contract agreement

Client Responsibilities

- Provide expertise to support the initiative on a timely basis as requested by the Tyler Technologies team.
- Provide information requested by Tyler Technologies for successful completion of deliverables, in a timely manner.
- Ensure that its staff is available to provide such assistance as Tyler Technologies reasonably requires and that Tyler Technologies is given reasonable access to Client senior management, as well as any members of its staff to enable Tyler Technologies to provide the Services, if any.
- Prior to the start of any work, Client will designate a person called Project or Program Manager who will be the focal point for Tyler Technologies communications relative to this work and will have the authority to act on behalf of the Client in all matters regarding this work.

Tyler Technologies Responsibilities

- Tyler Technologies will provide the Services under this SOW during normal business hours.
- Timely response to all issues or questions raised by Tyler Technologies team and Client personnel. Imperative for the Program to maintain agreed upon timeline(s) and plan
- Tyler Technologies and Client will review scope and deliverable expectations before work begins in order to assure a common understanding by both parties.

Estimated Level of Effort
Estimated 100 hours pending further client engagement to define use case(s) and application

By signing below, the undersigned declares and certifies that he or she is authorized to execute this order on behalf of Client.

Tyler Technologies	Client
Signature, Services Manager	Signature
Name	Name
Title	Title
Date	Date

The following process will be followed if a change to this SOW is required.

- A Program Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the Program.
- The designated Program Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Program Managers will review the proposed change and recommend it for further investigation or reject it. Tyler Technologies will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. Tyler Tech D&I will invoice the Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement. The parties agree that no PCR shall be rejected unreasonably, and, in the case of any such rejection, the reasons for the rejection shall be provided to the other party.
- A written Change Order and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.