



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



President – Michael Callahan • Vice-President – Carolyn Graham • Director – Kevin Graves • Director – Bryon Gutow • Director – Ashley Porter

NOTICE OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY Wednesday, November 20, 2024 7:00 P.M.

TO ATTEND IN PERSON: The meeting will be held at the Community Center located at 1601 Discovery Bay Boulevard.

In addition to physical attendance at the address indicated above, the Town of Discovery Bay Community Services District is offering the following teleconferencing options as an alternative means for the public to participate in this meeting.

TO ATTEND BY ZOOM WEBINAR: <https://us06web.zoom.us/j/85454370841>

TO ATTEND BY PHONE: +1 (669) 444 9171 or +1 (719) 359 4580 **WEBINAR ID:** 854 5437 0841

Download Agenda Packet and Materials at <http://www.todb.ca.gov/>

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance.
3. Roll Call.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the viewpoint of the Directors.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve Regular Board of Directors DRAFT Meeting minutes from November 6, 2024.
2. Monthly Disbursement Report - October 2024.

D. PRESENTATIONS

1. Veolia.

E. DISCUSSION AND POSSIBLE ACTION

1. Discussion and Possible Action to Approve Agreement for Irrigation Upgrades at Cornell Park.
2. Discussion and Possible Action to Approve a Software License Agreement for Financial Data Software.

F. MANAGER'S REPORT

G. GENERAL MANAGER'S REPORT

H. DIRECTOR REPORTS

I. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

1. Con Fire – November 5, 2024 (Director Carolyn Graham).

J. CORRESPONDENCE

K. LEGAL REPORT

L. FUTURE AGENDA ITEMS

M. ADJOURNMENT

1. Adjourn to the next Regular Meeting of the Board of Directors on December 4, 2024 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Michael Callahan • Vice-President – Carolyn Graham • Director – Kevin Graves • Director – Bryon Gutow • Director – Ashley Porter

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday November 6, 2024 7:00 P.M.**

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Called business meeting to order 7:00 p.m.
2. Director Graves led the Pledge of Allegiance.
3. Roll Call was taken, and all members were present including President Callahan who attended remotely.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve Regular Board of Directors DRAFT Meeting Minutes from October 16, 2024.

Director Gutow made a Motion to Approve the Consent Calendar.

Director Porter seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

1. Supervisor Diane Burgis, District III Report.
None.

2. Sheriff's Office Report.

Presented by Lt. Charlene Jacquez.

- There were 327 calls for service in October.
- 51 reports were generated.
- On October 16th, there was a commercial burglary at the Safeway fuel pump station. Suspect was taken into custody due to information from license plate readers. Suspect was linked to several other cases in the bay area.
- There was a road rage shooting off of Camino Diablo. License plate readers produced a plate number, and suspect was linked to a string of burglaries in Discovery Bay. Suspect was apprehended and is now in custody.
- Lt. Jacques thanked the Board for their support with the prescription drug take-back days.
- Deputy Kooy has transitioned to investigations department.

3. Contra Costa County Fire Protection District Report.
None.

E. MUNICIPAL ADVISORY COUNCIL

1. Proposed Development.

Presented by Vice President Graham.

- The proposed development across the street from the community Center is still in the early planning stages. No formal application has been submitted.
- District Counsel Andy Pinasco gave a synopsis of SB330 which relates to residential based housing.
- The Board previously submitted a letter in regard to an earlier proposed development. The Board will need to submit a letter to the County which addresses this specific project. The Board suggested asking Mike Davies to assist in this process as he was the one who drafted the previous letter.
- Vice President Graham suggested holding a Town Hall Meeting with Supervisor Burgis, the developer and the County planners.
- District Counsel Andy Pinasco clarified what actions should be taken regarding this matter. Staff is to pull out all communications the District has had on this item, and work to develop what needs to be submitted in the future. Staff will work to get this completed for the next MAC update at a Board meeting. However, if staff is unable to complete this task, a report will be presented during the MAC update.

F. PRESENTATIONS

None.

G. DISCUSSION AND POSSIBLE ACTION

1. Discussion and Possible Action to Select Two Board of Director Members to Sit on the Ad-Hoc Interview Committee for Potential Construction Management Firms to Assist the Town Throughout the Duration of the New District Office Building Project.

Presented by General Manager Dina Breitstein.

- This item is a continuation of an item from the October 2, 2024 Board meeting.
- On October 2, 2024, the Board of three participants established the Ad Hoc Committee.
- The Board deferred selecting the committee members until all Board members were present.
- Staff has received proposals from several construction management firms and would like to begin the selection process in the next few weeks.

Public comment:

- The speaker was a representative from the Nor Cal Carpenters Union Local 252.
- Speaker requested the Board keep the Carpenters Union informed on the development across the street.

Director Graves made a motion to have Director Porter and Director Graves be the members of the Ad Hoc Committee.

Director Porter seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

2. Discussion and Possible Action to Adopt Resolution No, 2024-17 – Add Policy No.35 – Violence Prevention Plan.

Presented by General Manager Dina Breitstein.

- On July 1, 2024, SB553 mandated most employers, with limited exceptions, to establish, implement and maintain a workplace violence prevention plan.
- Staff recommends that the Board adopt Resolution 2024-17 and approve Board Policy No. 035 – Violence Prevention Plan.
- This item was reviewed at an Internal Operations Committee, and they recommended bringing it to the Board for approval.

Director Porter made a motion to approve the Town of Discovery Bay Board Policy – Violence Prevention Plan No. 035 and sign the associated Resolution No. 2024-17.

Director Graves seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

3. Discussion and Possible Action To Adopt Resolution No. 2024-16 – Add Policy No.36 – Site Visitation.

Presented by General Manager Dina Breitstein.

- The site visitation policy works closely with the violence prevention policy.
- The policy is crucial for ensuring site safety, security and violence prevention.
- This item was brought to the Internal Operations Committee, and they recommended bringing it to the Board for approval.

Director Porter made a motion to approve the Town of Discovery Bay Board Policy – Site Visitation Policy No. 036 and sign the associated Resolution No. 2024-16.

Director Graves seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

4. Discussion and Possible Action to Approve the Purchase of a New Ford F-250 Truck for the Water and Wastewater Department.

Presented by Water and Wastewater Manager Aaron Goldsworthy.

- Staff requests purchasing a new F250 from Bill Brandt Ford.
- This truck would replace an existing truck from the Town's fleet.
- This item was brought to the Water & Wastewater Committee, and they recommended bringing it to the Board for approval.

Director Porter made a motion to approve purchase of a new truck for the Water and Wastewater department and authorize the General Manager to sign the purchase agreement.

Director Graves seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0.

H. MANAGER'S REPORT

1. Landscape Update.

Presented by Landscape Manager Monica Gallo.

- Tree work was done on Laguna Ct.
- Oleanders were trimmed back on Discovery Bay Blvd. and Preston Dr.
- Crack seal and seal coat was done on the Newport Drive to Sandy Cove Shopping Center walking path.
- Oleander and tree clean-up was done on Bixler Road.
- Continued improvements on Preston Dr. and Point of Timber.
- Composite edging is being replaced on Clipper Drive.
- New drip system installed on Wilde Drive.

I. GENERAL MANAGER'S REPORT

1. Staff would like to congratulate Vice President Graham on her reelection and welcome new Board member Lesley Belcher.
2. The California Energy Commission has moved the Town's solar energy proposal off the waiting list and

will begin reviewing it for approval.

3. The County has approved the permit for the Community Center safety wall project.
4. GM Breitstein completed the SDLF District Government training. The Town now retains its designations of transparency, distinction and platinum level of governance.

J. DIRECTOR REPORTS

1. Standing Committee Reports.

- a. Parks & Recreation Committee Meeting (Committee Members Bryon Gutow and Michael Callahan) November 6, 2024.

- Committee discussed several islands throughout the Town and potentially updating the landscaping sprinkler system.

- b. Water and Wastewater Committee Meeting (Committee Members Kevin Graves and Ashley Porter) November 6, 2024.

- Committee discussed purchase of new Ford 250 truck and received an update on the filter project.

K. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS

None.

L. CORRESPONDENCE

None.

M. LEGAL REPORT

None.

N. FUTURE AGENDA ITEMS

None.

R. ADJOURNMENT

1. Adjourned at 7:55p.m. to the next Regular Meeting of the Board of Directors on November 20, beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

**AGENDA ITEM:
C2**

Agenda Title: Monthly Disbursement Report – October 2024

Meeting Date: November 20, 2024

Prepared By: Margaret Moggia, Finance Manager and Lesley Marable, Project Accountant

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

Receive and file.

EXECUTIVE SUMMARY:

In accordance with Financial Policy #031, Section VIII (F), the Finance Manager shall submit a register of District invoices paid in the preceding month.

The amounts paid represents the operating and capital expenditures for the month of October 2024 for a total amount of \$1,359,088.08.

FISCAL IMPACT:

Amounts paid are respectively budgeted in the fiscal year annual budget for each fund.

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

Not applicable

ATTACHMENTS:

1. Check Register – BOD Report.

Check Register - BOD Report
Check Issue Dates: 10/1/2024 - 10/31/2024

Check Number	Payee	Amount
2346	Bay Area Driving School, Inc.	\$74.98
2347	Brentwood Ace Hardware	\$730.75
2348	Contra Costa County Treasurer-Tax Collect	\$1,380.98
2349	Dennis Dean Allen	\$135.00
2350	Discovery Bay Rec. & Sports	\$900.00
2351	Karina Dugand	\$1,424.25
2352	Michelle Dominge	\$630.00
2353	Monarch Landscape LLC	\$4,785.00
2354	Precision IT Consulting	\$2,056.73
2355	Town of Discovery Bay CSD	\$58,771.38
2356	U.S. Bank Corporate Payment System	\$1,166.52
2357	Valencia Janitorial Plus	\$1,070.00
2358	Go Securities	\$35,725.33
2359	Lincoln Aquatics	\$2,741.13
2360	Mobile Modular Managment Corp.	\$100.00
2361	National Aquatic Services, Inc.	\$700.00
2362	ODP Office Solutions, LLC	\$345.02
2363	Pacific Gas & Electric	\$12,469.00
2364	San Joaquin County Office Of Ed	\$11,385.00
2365	SDRMA	\$54.75
2366	Umpqua Bank	\$3,321.40
2367	Alhambra	\$170.94
2368	California Park & Recreation Society	\$550.00
2369	Department of Justice	\$49.00
2370	Geotab USA, Inc.	\$97.76
2371	MDRR-Discovery	\$564.97
2372	Mt Diablo Resource Recovery	\$404.49
2373	Precision IT Consulting	\$2,111.65
2374	Town of Discovery Bay CSD	\$55,883.08
2375	Verizon Wireless	\$389.40
2376	Alhambra	\$76.89
2377	Contra Costa County	\$242.80
2378	Neumiller & Beardslee	\$365.50
2379	Valencia Janitorial Plus	\$1,670.00
2380	Zoom Video Communications, Inc.	\$318.78
15466	CaliforniaChoice Benefit Admin	\$18,762.97
15467	Veolia Water North America	\$187,213.28

15468	Anzel Galvan LLP	\$1,587.60
15469	Ashley Porter	\$345.00
15470	Brentwood Ace Hardware	\$884.08
15471	Bryon Gutow	\$690.00
15472	Carolyn Graham	\$690.00
15473	Contra Costa County Treasurer-Tax Collect	\$6,427.34
15474	Core & Main LP	\$1,420.76
15475	Diablo Excavation & Construction	\$127,811.10
15476	Discovery Bay Marina	\$67.64
15477	Discovery Pest Control	\$70.00
15478	Water Utility Refund Customer	\$7.44
15479	Kevin Graves	\$690.00
15480	Water Utility Refund Customer	\$148.33
15481	Michael Callahan	\$115.00
15482	Michael Davies	\$490.10
15483	ODP Office Solutions, LLC	\$296.46
15484	Precision IT Consulting	\$6,495.45
15485	Ricoh USA, Inc	\$638.43
15486	Shred City	\$99.00
15487	Stantec Consulting Services Inc	\$1,740.00
15488	U.S. Bank Corporate Payment System	\$5,801.00
15489	Valencia Janitorial Plus	\$1,420.00
15490	Veolia Water North America	\$59,873.86
15491	Applied Best Practices	\$1,652.50
15492	Diablo Excavation & Construction	\$30,119.10
15493	G&S Paving	\$14,890.00
15494	Margaret Moggia	\$192.00
15495	Pacific Gas & Electric	\$91,065.29
15496	Precision Plumbing & Contracting, Inc.	\$16,740.00
15497	San Joaquin County Office Of Ed	\$2,530.00
15498	SDRMA	\$1,758.38
15499	Watersavers Irrigation Inc.	\$215.41
15500	Bay Area Air Quality Mgmt. District	\$27,144.00
15501	Umpqua Bank	\$11,611.62
15502	Aflac	\$288.22
15503	Alhambra	\$1,035.80
15504	Badger Meter	\$5,841.29
15505	City Of Brentwood	\$260.00
15506	Denalect Alarm Company	\$126.00
15507	Diablo Excavation & Construction	\$60,923.32
15508	Geotab USA, Inc.	\$119.49
15509	Herwit Engineering	\$13,812.00
15510	Luhdorff & Scalmanini	\$28,721.38
15511	MDRR-Delta Debris Box	\$11,083.20

15512	Monarch Landscape LLC	\$16,155.00
15513	Pacific Gas & Electric	\$61,181.59
15514	Precision IT Consulting	\$500.00
15515	Verizon Wireless	\$648.76
15516	ADV Reline Services, Inc.	\$88,008.00
15517	Alhambra	\$189.34
15518	Applied Best Practices	\$7,594.50
15519	Belkorp AG	\$401.81
15520	California Special Districts Assoc.	\$9,785.00
15521	Core & Main LP	\$66.03
15522	CVCWA	\$3,350.00
15523	Daniel Elliott	\$1,256.07
15524	Diablo Excavation & Construction	\$11,595.04
15525	Discovery Pest Control	\$73.44
15526	Freedom Mailing Service, Inc	\$3,732.98
15527	Kelly Rajala	\$743.16
15528	Loprest Division of WRT	\$46,001.25
15529	Neumiller & Beardslee	\$5,573.00
15530	ODP Office Solutions, LLC	\$148.19
15531	Robert Half	\$903.00
15532	Shred City	\$50.00
15533	Tripepi Smith and Associates, Inc.	\$11,200.00
15534	Upper Case Printing, Inc.	\$2,173.06
15535	Valencia Janitorial Plus	\$1,420.00
15536	Verizon Wireless	\$25.02
15537	Zoom Video Communications, Inc.	\$2,869.02
103024	Empower Retirement	\$3,417.00
101424	Empower Retirement	\$5,167.00
110575942	Loprest Division of WRT	\$117,993.75
110583560	Luhdorff & Scalmanini	\$10,090.75

Grand Total	<u><u>\$1,359,088.08</u></u>
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Water & Wastewater Monthly Presentation



— THE TOWN OF —
DISCOVERY BAY

Live Where You Play

October 2024

Safety & Training

- Traffic Control
- Hearing Protection
- Fire Protection



479 Safe Work Days

WATER SYSTEM



WILLOW WTP

Well 1: **Active**
Well 2: **Active**
Well 6: **Active**

Filter A: **Online**
Filter B: **Online**
Filter C: **Offline**
Filter 1: **Online 10/10/24**

3139 gal
43.1 MG

< Sodium Hypochlorite >
< Water Production >

3537 gal
59.6 MG

Total Water Demand: 102.7 MG

NEWPORT WTP

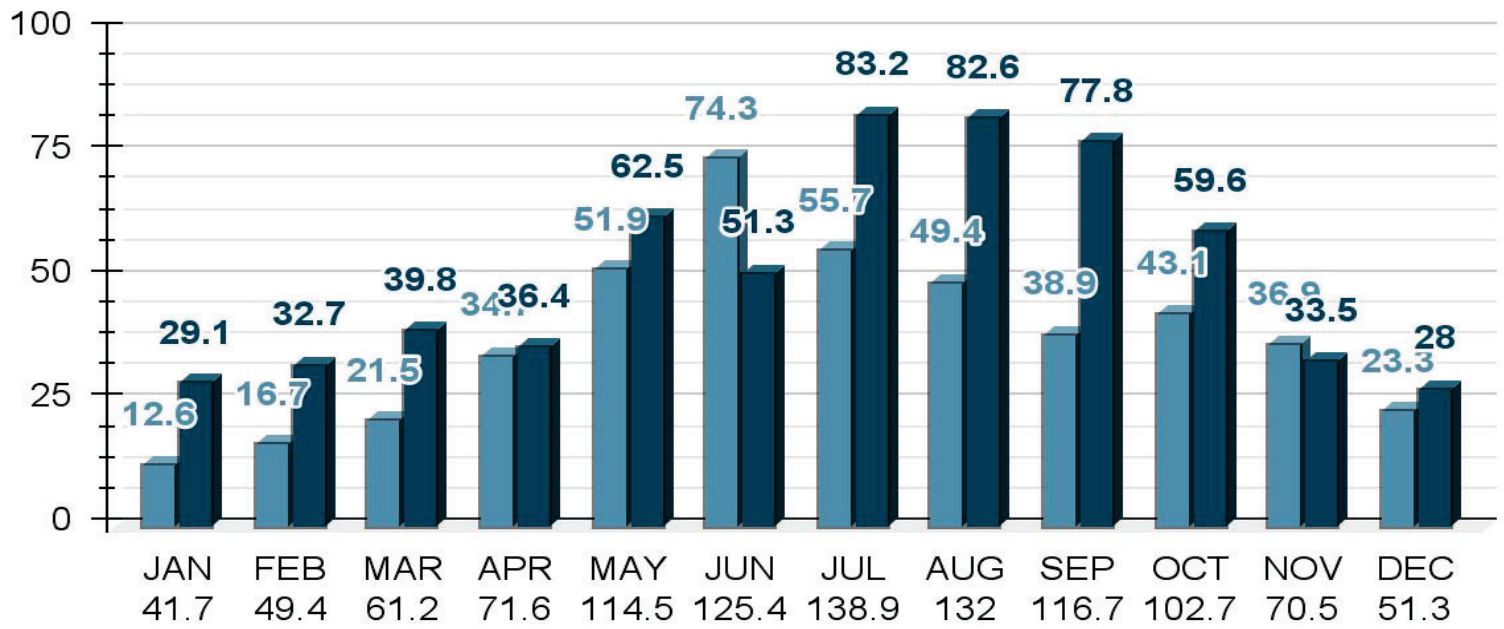
Well 4: **Active**
Well 5: **Offline**
Well 7: **Active**

Filter A: **Online**
Filter B: **Online**



Water Demand in Million Gallons

■ Willow WTP ■ Newport WTP





Hydrant Flushing:	In-Progress	Water Quality Complaints:	0
Valve Exercising:	In-Progress	Water Pressure Concerns:	0
Consumer Confidence Report:	Completed	Coliform Positive Results:	0
Lead & Copper Sampling:	Completed	Notice of Violations:	0



WASTEWATER COLLECTION SYSTEM

Lift Stations

A: Active

G: Active

Bixler: Active

IPS: Active

C: Active

H: Active

Village 4: Active

Y: Online

D: Active

J: Active

Lakes: Active

E: Active

R: Active

Lakeshore: Active

F: Active

S: Active

Newport: Active



— THE TOWN OF —
DISCOVERY BAY
Live Where You Play



WASTEWATER TREATMENT

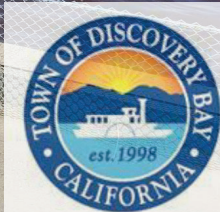


Influent Daily Avg Flow: 1.22 MG
Effluent Daily Avg Flow: 1.03 MG
Total Flow This Period: 31.9 MG
Total Flow Last Year: 34.4 MG

Polymer: 600 gal
Alum: 0 gal
PAC: 0 gal
UV: 65 %

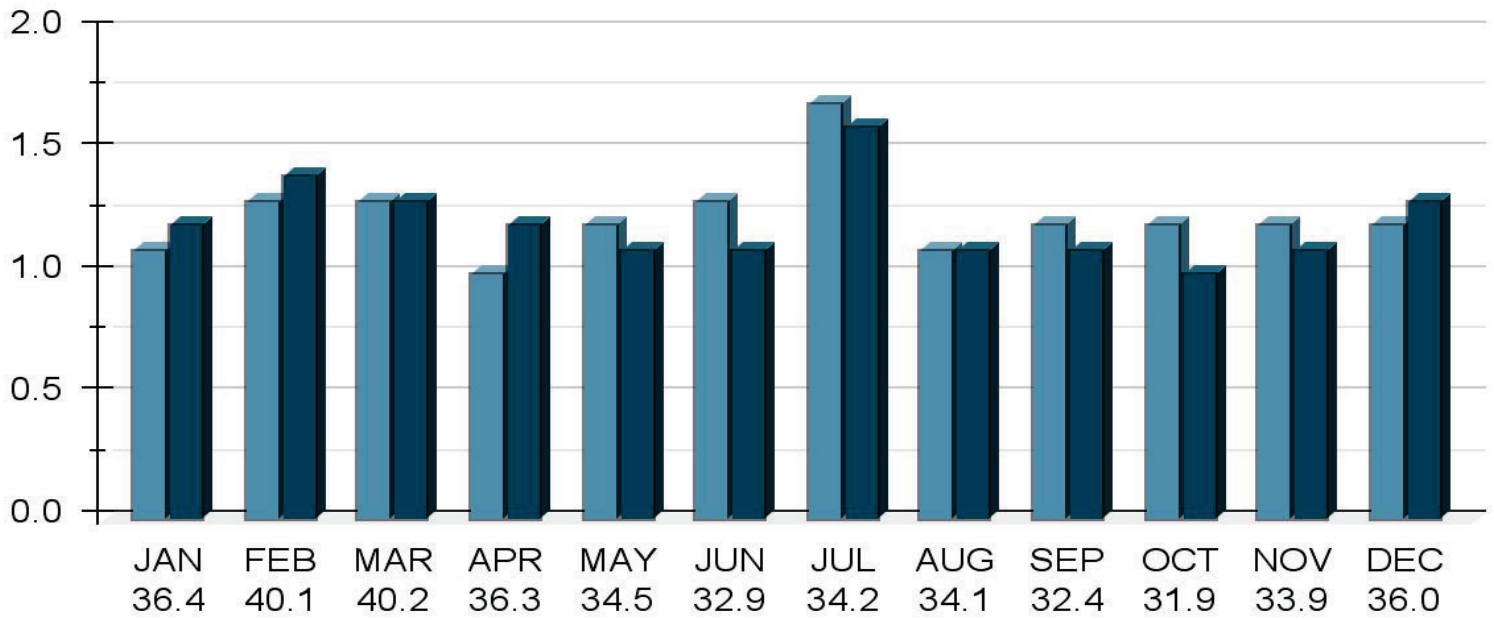
Effluent BOD <10: 1.6 mgL
Effluent TSS <10: 1.8 mgL
Total Coliform 7 Day < 2.2: ND
Total Coliform Daily Max <23: ND
Effluent NTU Daily Avg <2: 1
Effluent Ammonia <8.4: ND
Effluent Nitrates <10: 6

BOD Removal >85%: 99.3%
TSS Removal >85%: 99.6%
Conductivity Avg: 2247



Wastewater Flow in Million Gallons

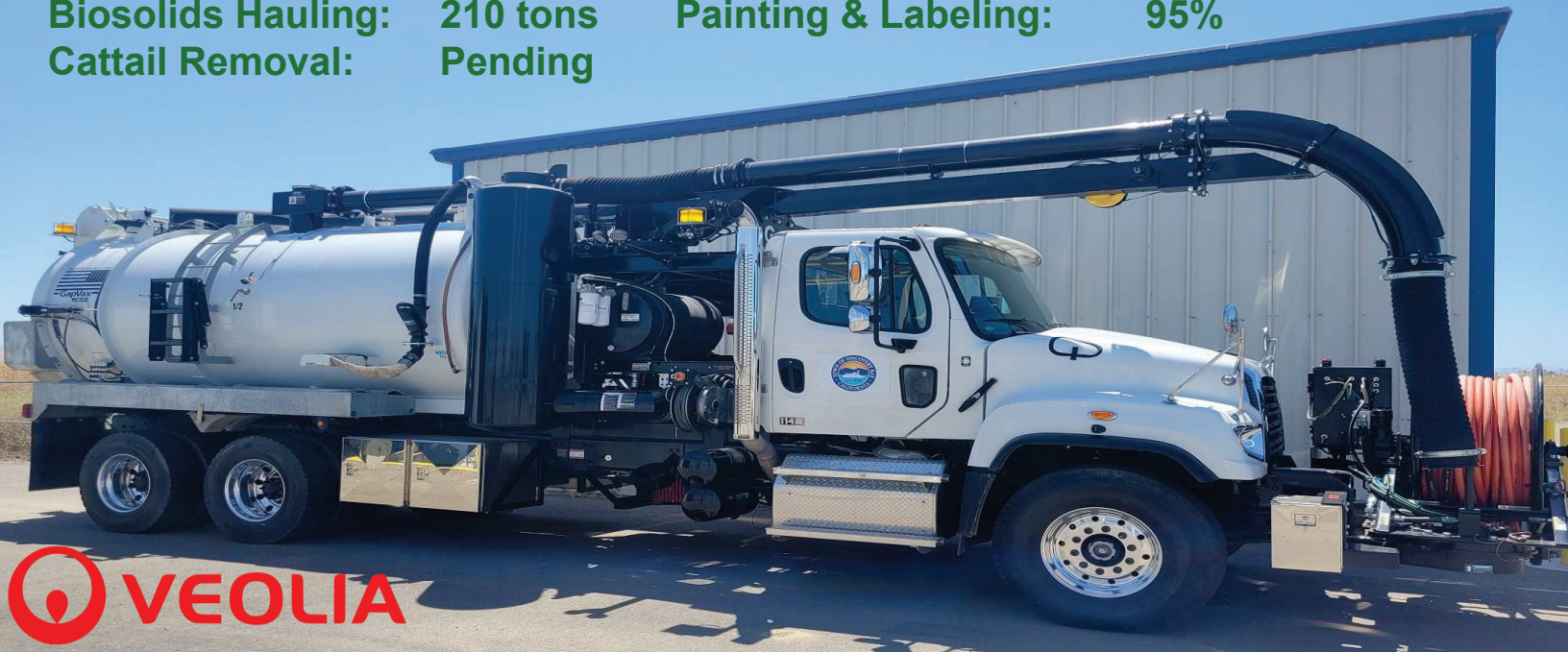
■ WW Influent ■ WW Effluent



MAINTENANCE

Customer Complaints: 0
Sewer Overflows: 0
Biosolids Hauling: 210 tons
Cattail Removal: Pending

Lift Station Cleanouts: 80%
SL Rat Status: 90%
Painting & Labeling: 95%





Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Agenda Title: Discussion and Possible Action to Approve Agreement for Irrigation Upgrades at Cornell Park.

Meeting Date: December 4, 2024

Prepared By: Monica Gallo, Landscape Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

It is recommended that the Board take the following Action:

- a. Approve the agreement with HydroPoint Data Systems, Inc. to upgrade the irrigation controllers at Cornell Park for an amount of \$24,037.86.
- b. Authorize the General Manager to execute a Contract with HydroPoint Data Systems, Inc. for the upgrade of the irrigation controllers at Cornell Park.
- c. Authorize the General Manager to execute any additional change orders to HydroPoint Data Systems, Inc. up to 15% of the Contract value.

EXECUTIVE SUMMARY:

Staff are constantly striving to make necessary upgrades and improvements to our aging infrastructure, which includes the irrigation infrastructure to our parks and streetscapes.

Goals:

- Water conservation.
- Water management with automated reports.
- Time Management for staff.
- Ability to react in real-time 24/7 leak notification.
- Convert irrigation controllers to Cloud Based System.

SiteOne Landscape Supply is a distributor for HydroPoint Smart Water Management which manufactures WeatherTRAK; a line of smart irrigation controllers, flow products and cloud-based central management which helps to eliminate water waste and delivers operational savings. In addition, the smart system can reduce water costs by 25% - 40% by eliminating water waste. Provides real-time 24/7 leak notification, can identify water waste and theft as well as track water budgets.

The Town is being extended a risk-free pilot of (1) controller at Cornell Park for a period of 90 days to evaluate the technology: value of \$4,683.83. If, at the end of the 90-day trial, staff are satisfied with the Pilot, the Town would move forward with upgrading all of Cornell Park to a smart irrigation system to include the following:

- Hardware needed to upgrade the existing irrigation controller to a current WeatherTRAK controller.
- Master valve, flow sensor, and additional WeatherTRAK irrigation controller to replace existing Rain Bird controller.

- Labor and materials needed to install controller, master valve, flow sensor, and flow link hardware.
- Upon approval of the entire project, HydroPoint will donate the WeatherTRAK Pilot controller to the Town of Discovery Bay: value \$4,683.83.
- Total investment cost is \$24,037.86 for a turnkey project.
 - Total investment cost includes full installation and programming, as controllers were before installation.
 - Training for Town staff.
 - Each new WeatherTRAK irrigation controller will have a 10-year manufacturer's warranty and data plan.
 - HydroPoint will ensure controllers stay connected for 10 years with no additional cost if 4G goes to 5G and then "7G".

This item was discussed at the November 6, 2024, Parks and Recreation Committee Meeting. However, no official action was taken as this was not a Brown Act meeting due to the quorum not being met. Staff did receive positive feedback, therefore bring this item to the full Board for discussion and vote.

FISCAL IMPACT:

Capital Reserves.

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

None.

ATTACHMENTS:

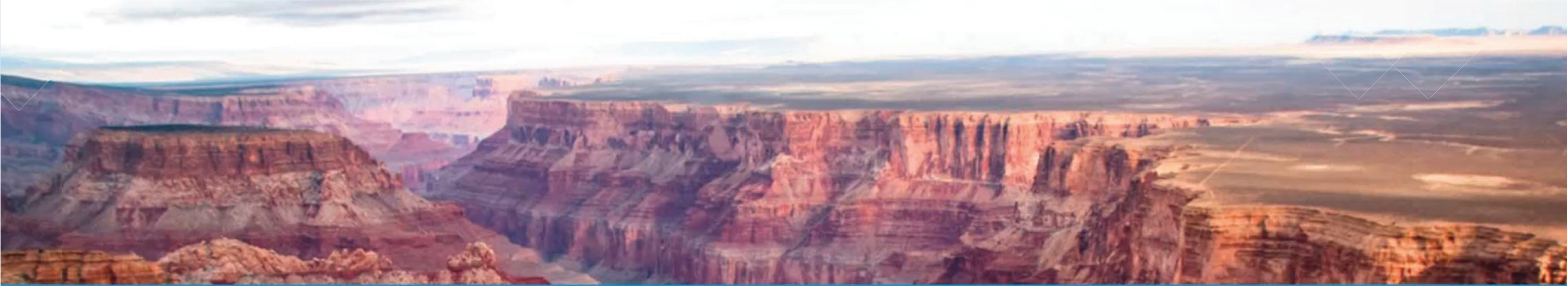
1. HydroPoint Data Systems, Inc. PowerPoint.
2. HydroPoint 2024 WeatherTRAK Pilot Program.
3. SiteOne Landscape Supply Quotes.

Who We are



Smart Onsite Water Management





Over the last twenty years, HydroPoint has saved
over 146.7 Billion* gallons of water.

***Enough water to fill the Grand Canyon 2.5 times.**



Last year, our customers saved 20 billion gallons of water, \$137 million in expenses, hundreds of thousands of staff hours, and 62 million kilowatt hours of energy.



An aerial photograph of a city, showing a mix of urban buildings, green spaces, and roads. A large, semi-transparent blue circle is overlaid on the right side of the image, containing white text. The text is arranged in a hierarchy, with the largest words being the most prominent.

Our Focus

SINCE 2002

**The
Last Mile
of the
Water Network**

**WHERE WATER IS THE LEAST MANAGED,
THE MOST WASTED, AND CAUSES
THE MOST DAMAGE**



Water Bills

Water bills only tell one part of your **TOTAL** cost of water

- Fines
- Property Damage
- Labor Costs
- Insurance Claims
- Business Interruption
- Failure to meet Sustainability Goals
- Brand Damage
- Inventory Loss
- Lawsuits



Smart Water Management Powered By Realtime Onsite Sensing & Control

HydroPoint Delivers Outcomes to Manage Risks



Measurable Water Savings



Financial Benefits with a Fast ROI



Improved Organizational Efficiency



Reduced Risk & Liabilities



Enhanced Property Value & Corporate Image



HydroPoint 360° Smart Water Management

Realtime Indoor & Outdoor Water Visibility & Control

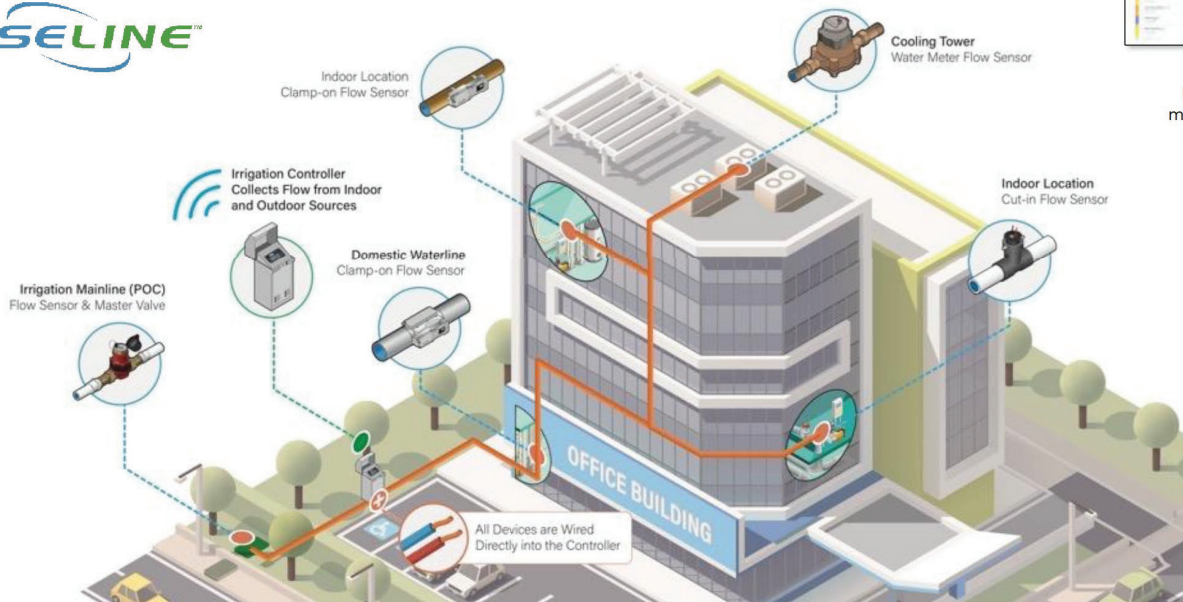
SMART IRRIGATION:

WeatherTRAK®

BASELINE™

WATER USAGE & LEAK DETECTION:

WaterCompass®



Cloud Base Management
Portfolio wide centralized management - Water Budget Manager, Asset Manager, Compliance Manager

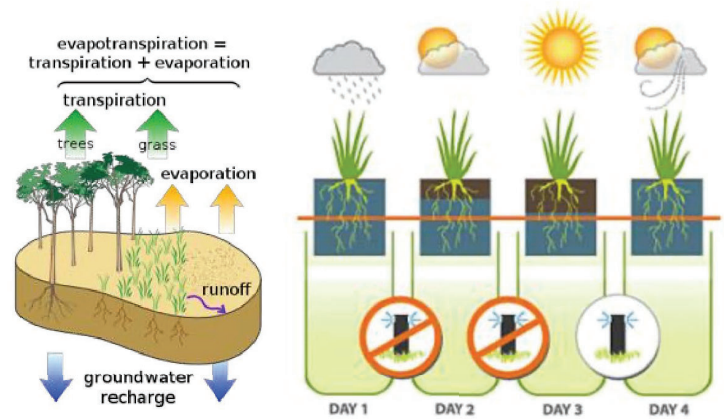


Powerful Mobile App Tools
Remote Control, Asset Mapping, Site Surveys

WeatherTRAK® Central

ET Everywhere - Weather data

- Evapotranspiration (ET) based
- Accurate to within 2% of what an on-site weather station would provide
- HydroPoint uses the Penman-Monteith equation which calculates weather based on solar radiation, temperature, wind and relative humidity
- Tracks soil moisture depletion for every zone
- Customized irrigation schedule for every zone, on every controller, every day

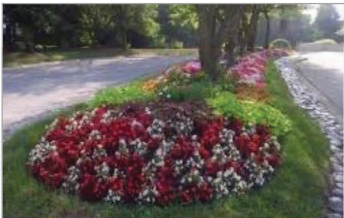


Solution for Any Site or Budget

Family of Irrigation Controllers



WeatherTRAK[®] LC⁺



Conventional



WeatherTRAK[®] ET Pro3[®]



Conventional & 2-Wire



WeatherTRAK[®] OptiFlow[®] XR



Conventional & 2-Wire

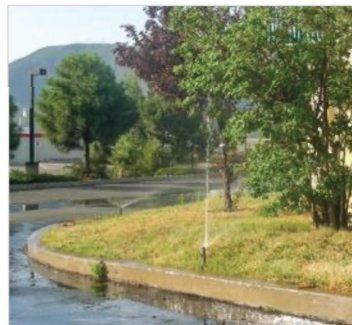
Adding Flow to Your Site

Benefits:

- Leak detection
- Low-flow no-flow discovery
- Daily usage reporting
- Automatic alerts & shut-off

Outcomes:

- Risk avoidance
- Protect water savings from smart control
- Reduce site damage
- Increase landscape health



WeatherTRAK® Mobile

Smart Water Management On the Go

- Mobile access and real-time control for the field team and managers
- Site Map with Asset Management, GPS location & Point to point travel directions
- Instant data sharing between Mobile App and WeatherTRAK Central
- Spanish Language support



“After we installed WeatherTRAK, it was as if we hired a couple of new employees to help out”

– Irrigation Foreman, Davis School District



WeatherTRAK®

WeatherTRAK® Central

Cloud-Based Central Control



WeatherTRAK®

Home | Controller List | Manage | Program | Manual | Alerts | Reports | Water Budgeting | Preferences

Wednesday, October 06, 2011 | Hello, Jason Le Prie | Sign Out | Help

Manage a Controller

Go To Controller

Quick Links

- View All Controllers
- Set Rain Pause
- Manage Controller Schedule
- Program Controller
- View Rain/Time Irrigation Operating Status
- Run Manual Irrigation
- View Active Alerts
- Manage Alert Notifications

What's New

WeatherTRAK.net Central 7.0 Released - Smart irrigation, made simple from the internet.
Automated Site Monitoring
Online Troubleshooting & Diagnostics
Central Account and Site Management

Customer Services

Open Hours:
Mon: 7:00 am - 6:00 pm
Tue: 7:00 am - 6:00 pm
Wed: 7:00 am - 6:00 pm
Thu: 7:00 am - 6:00 pm
Fri: 7:00 am - 6:00 pm

Account Summary

■ 523 Total Controllers | ■ 209 Active Alerts

Controller Status Summary

Status	Count
Manual Irrigation	0
Paused	500
Off	5
Shut-down	0
Offline	18

Alert Categories Summary (144 Controllers Affected)

Color	Category	Alerts	Major Total
Blue	System	150	150
Orange	Cycles	21	21
Red	Program	0	38
Green	Anomaly	0	0
		Total Major Alerts:	171
		Total Active Alerts:	209

Major Alerts

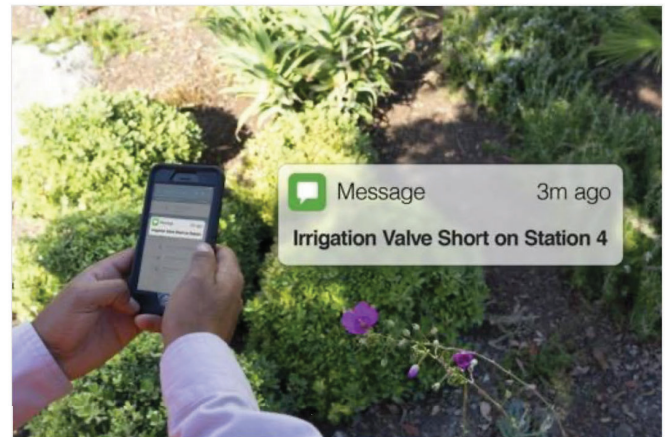
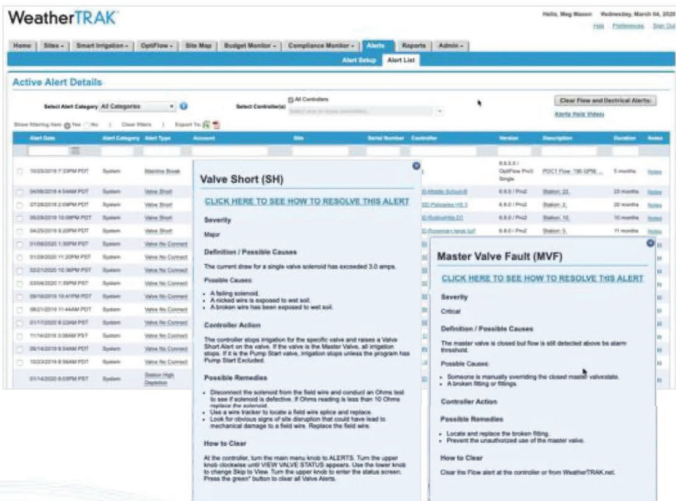
■ 171 Major Alerts

Show filtering item: Yes No | Clear filters | Export To: [icon]

Issues	Alert Date (PST)	Account	Site	Controller	Serial Number	Duration
View Issue	Tuesday, October 04, 2011	City of Santa Clara	Santa Clara	CSC-26147_MatBas	00004793	11 hours
View Issue	Tuesday, October 04, 2011	City of Santa Clara	Santa Clara	CSC-708_Controller32	07070986	24 hours
View Issue	Monday, October 03, 2011	City of Santa Clara	Santa Clara	CSC-708_Controller32	07080200	44 hours
View Issue	Thursday, September 15, 2011	City of Santa Clara	Santa Clara	CSC-746_Controller22	07080809	20 days
View Issue	Friday, September 30, 2011	City of Santa Clara	Santa Clara	CSC-746_Controller73	07080772	5 days

WeatherTRAK® Central

Alerts & Notifications



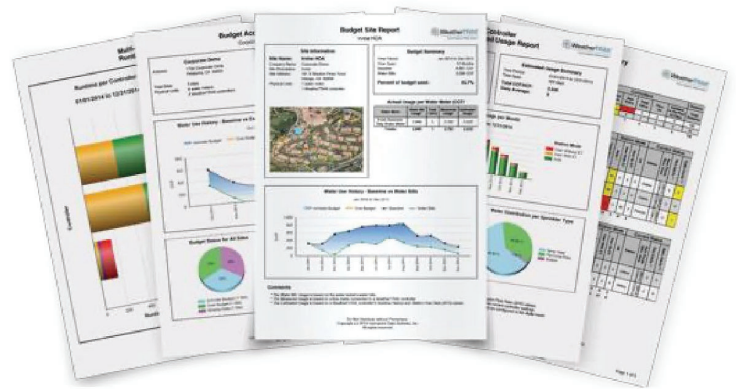
- Customizable alerts & notifications
- Take action immediately, before it becomes catastrophic

- Can integrate with existing BMS via WeatherTRAK API

WeatherTRAK® Central

Cloud-based Central Management and Reporting

- Remote access and control
- Daily weather service – ET Everywhere™
- Single site and portfolio dashboard view
- Data integration with EMS/BMS via API



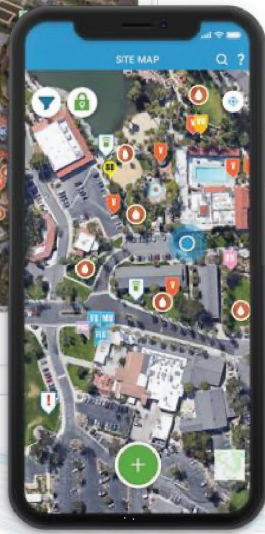
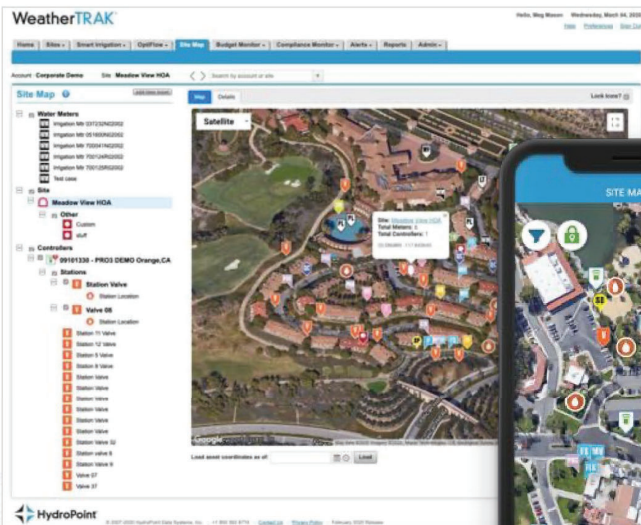
WeatherTRAK® Central

Customized Alerts & Reports

- Customizable reports
- Can be instantly created or automatically generated
- User subscribed

WeatherTRAK® Central

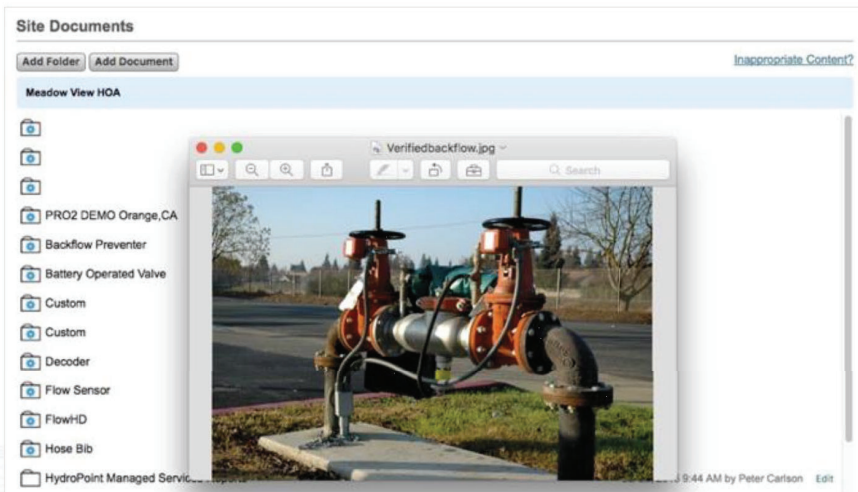
Site Map - Asset Manager



- Track assets and locations
- Include notes & photos
- Creates an “as-built” of your site
- Integrates in real-time with Mobile App

WeatherTRAK® Central

Document & Image Library



- Never lose irrigation documents again
- Save irrigation documents and photos in the cloud
- Share data between field and office in real-time

Savings Analysis

SITE MAP: Sample Property

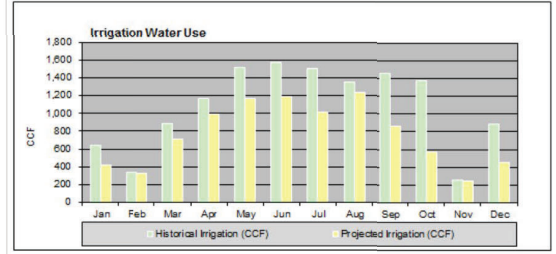


■ Estimated Landscape Area
— Mapping Boundary

Source: Bing Maps 10.28.14

USAGE & COSTS: Historical / Projected

eaves Carlisbal	HISTORICAL CONSUMPTION												Totals
	2014	2014	2014	2014	2014	2014	2014	2014	2014	2013	2013	2013	
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
02019600-03	09	83	173	231	278	308	273	345	338	223	76	133	2,590
02018300-08	30	20	105	150	152	169	148	112	202	200	2	67	1,405
02017800-09	72	32	97	149	253	208	168	158	215	232	30	102	1,716
02019450-03	30	14	44	58	81	81	76	85	62	87	2	31	651
02020800-07	165	100	220	209	339	294	314	241	276	214	17	242	2,691
02018700-07	152	36	101	116	108	123	119	100	135	197	8	184	1,379
02017200-09	83	41	103	148	203	227	208	207	131	120	104	96	1,673
02018200-06	30	11	39	42	67	102	196	105	103	98	17	23	812
Historical Irrigation (CCF)	639	337	882	1,163	1,521	1,572	1,502	1,353	1,462	1,371	256	889	12,947
HISTORICAL COSTS													
02019600-03	\$291	\$350	\$730	\$975	\$1,173	\$1,220	\$1,152	\$979	\$1,403	\$925	\$315	\$562	\$10,066
02018300-08	\$160	\$94	\$443	\$633	\$819	\$713	\$625	\$473	\$838	\$830	\$286	\$278	\$6,153
02017800-09	\$304	\$135	\$409	\$629	\$1,008	\$878	\$709	\$667	\$892	\$963	\$125	\$423	\$7,201
02019450-03	\$127	\$59	\$186	\$245	\$342	\$342	\$321	\$359	\$257	\$361	\$120	\$129	\$2,847
02020800-07	\$696	\$422	\$928	\$1,135	\$1,431	\$1,241	\$1,325	\$1,011	\$1,145	\$888	\$374	\$1,004	\$11,007
02018700-07	\$641	\$152	\$426	\$490	\$456	\$519	\$502	\$422	\$560	\$818	\$33	\$764	\$5,783
02017200-09	\$350	\$173	\$435	\$625	\$857	\$958	\$878	\$874	\$544	\$498	\$502	\$407	\$7,099
02018200-06	\$127	\$46	\$165	\$177	\$283	\$430	\$827	\$443	\$427	\$407	\$75	\$133	\$3,540
Historical Irrigation Costs	\$2,691	\$1,422	\$3,722	\$4,908	\$6,419	\$6,300	\$6,338	\$5,233	\$6,067	\$5,690	\$1,869	\$1,689	\$54,295
PROJECTED CONSUMPTION													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Projected Irrigation (CCF)	417	225	709	994	1,161	1,195	1,020	1,239	895	574	242	452	9,192
Projected Savings (CCF)	222	12	173	169	360	377	482	114	567	797	14	437	3,755
PROJECTED COSTS													
Projected Irrigation Costs	\$1,748	\$1,364	\$2,974	\$4,166	\$4,869	\$5,013	\$4,276	\$5,196	\$3,628	\$2,436	\$1,013	\$1,895	\$38,547
Projected Savings (\$)	\$932	\$49	\$725	\$711	\$1,509	\$1,680	\$2,023	\$478	\$2,503	\$3,343	\$60	\$1,833	\$15,747



Next Steps

- Send in your water bills
- HydroPoint will create HA report
- Site selection
- Pilot

ESTIMATED WATER SAVINGS

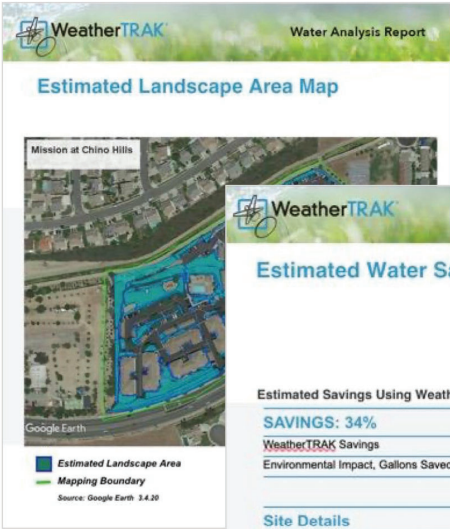
Project Name:
Sample Property

Estimated savings using WeatherTRAK ET irrigation controllers:

Estimated Irrigated Landscape Size	10.2 acres
Average Cost of Water	\$4.19/CCF
Turf/Shrub/Low Water Use Plant Ratio	5/45/50
Historical 12 months Water Usage (12,947 CCF)	\$54,295
Projected 12 months Water Usage (9,192 CCF)	\$38,547
WeatherTRAK Savings (3,755 CCF)	\$15,747
Environmental Impact, Gallons Saved 1 st Year	2,808,798
Savings 29%	

Estimation uses the following parameters:

- Historical ET data by zip code
- Size of landscaped area
- Water rate
- Percentage of turf/shrubs/low water use



WeatherTRAK Water Analysis Report

Estimated Water Savings

Estimated Savings Using WeatherTRAK ET Irrigation Controllers:

SAVINGS: 34%	Annual	Ten Years
WeatherTRAK Savings	\$9,958	\$99,584
Environmental Impact, Gallons Saved	2,294,816	22,948,157

Site Details

Estimated Irrigation Landscape Size	4.3 Acres
Average Historical Cost of Water	\$0.00434/Gallon
Turf/Shrub/Low Water Use Plant Ratio	37/57/7
Historical 12 months Water Usage (6,714,796 Gallons)	\$29,139
Projected 12 months Water Usage (4,419,980 Gallons)	\$19,181
WeatherTRAK Savings (2,294,816 Gallons)	\$9,958

Disclaimer: Estimated savings based on the assumptions. Actual savings may differ from the estimated savings. Savings are calculated using an acreage estimate, turf/shrub/low water plant ratio, water rate and annual consumption. Acreage and turf/shrub/low water plant ratios are estimated using online mapping tools: Bing and Google Maps. Proj consumption is calculated from acreage and daily ET from the WeatherTRAK Climate Center aligned to historical consumption dates.

An aerial night view of a modern city with illuminated buildings and roads. The scene is dominated by a large, multi-story building with a glass facade, illuminated from within, and a large parking lot filled with cars. The city extends into the distance with more buildings and roads, all lit up against the dark night sky.

Smart Organizations Rely On HydroPoint for One Powerful Reason:

We partner with you to understand your water management needs and challenges and the outcomes you require.

2024 WeatherTRAK Pilot Program

The Town of Discovery Bay
505 Discovery Bay Blvd
Discovery Bay, CA 94505

September 30th, 2024

Dear Monica Gallo,

This letter outlines the terms of the no-risk trial of the WeatherTRAK Smart Water Management Technology at 505 Discovery Bay Blvd in Discovery Bay, CA 94505.

Cornell Park will be extended a Risk-Free Pilot for 1 WTOXR-3048-PROUPG controller and 1 WTPRO-6STA-KEY for a period of ninety (90) days to evaluate the technology. The customer agrees to purchase and install at their own expense a WTFL-XT+ Flow Link and the WTFLOWHD-P-300 Flow Sensor to enable flow sensing and leak detection functionality.

If, for any reason, Cornell Park is not satisfied with the WeatherTRAK controller, they may remove it at their own cost and return it to HPDS in the original packaging with no penalty. If Cornell Park accepts the controller at the completion of the Pilot, you will be billed according to the attached Quotes provided by SiteOne Green Tech.

HydroPoint Responsibilities

- Provide **WeatherTRAK Central Internet Service** for Pilot (not to exceed 90 days)
 - Includes: LTE/5G cellular communications, daily ET Everywhere weather, Alerts, Reports, WeatherTRAK Mobile, and more
- Provide **HydroPoint Performance Management** for Pilot, not to exceed 90 days
 - Includes: dedicated customer success rep, ongoing oversight and reporting at field and management level, WeatherTRAK operations 'health check', training assistance, savings measurement and verification (when water bills are provided)
- Provide any assistance/training as required (web-based and field-based as available)
- Unlimited customer service/technical support (1-800-362-8774)
- Any software updates that become available during the term of the Pilot

- **Cornell Park**
- **This portion is customizable for the installation portion**
- Perform physical installation of controllers
 - Remove the old controller or
 - Physically install controller(s)
- Commit to being available for training
- Provide feedback during the term of the Pilot via Progress reports or calls
- Water Bill data/meter reading data provided to HydroPoint (if water savings is a goal)
- 1 year of bills prior to installation and bills for the term of pilot (if water savings is a goal)
- The customer is 100% responsible for the site's ongoing irrigation and landscape management during the Pilot

We look forward to working with you toward the successful evaluation of WeatherTRAK!

Best,
Noé Cruz
HydroPoint Data Systems

Accepted By: Print Name _____ Signature _____ Date _____

WeatherTRAK - Pilot Evaluation Form

All yellow boxes below to be completed by/with Pilot Recipient

Pilot Goal	KPI's for Goals	Description Define success criteria for each of these	Pre-Existing Issues List known issues in meeting goals with selected site.	Final Evaluation (Excellent, Good, Poor)
<i>Maintain Landscape Health With 2 day a week Watering. Fit Irrigation in Water Window</i>	Alive turf and Shrubs/Trees. ET is Adjusted Daily.	Turf is living on 2 days a week water. Turf will show some Yellow color. Shrubs and trees have little effect.		
<i>Compliance to Water Restrictions and Water Savings. Reduce usage which will reduce costs.</i>	Water only on specified Days. Save % of water	Meet Water purveyor goals of two days per week. And Water usage savings.		
<i>Minimize Run-off</i>	Run off to a minimum	Water run off is kept to a minimum with cycle and soak with Auto Program.		
<i>Leak detection</i>	Alert of all leaks over 2 GPM	All leaks over 2 GPM are shutdown within 5 minutes and Alert sent to LMC.		

<u>Bi Weekly Status Log</u>	<u>Usage/Interaction</u> How it was used and what was done. What changes were made and why?	<u>Usability</u> How easy was it to do what you needed to do?	<u>Landscape Health</u> How does the landscape look?	<u>Water Savings</u> What water usage / savings were recorded?
Week 2				
Week 4				
Week 6				
Week 8, 10,12				
Final Evaluation				



Dublin CA #300
 6450 Trinity Ct Ste B
 Dublin, CA 94568-2642
 W: (925)829-6040

Quotation

Bill To:

Town Of Discovery Bay CSD (#213794)
 1800 Willow Lake Rd
 Discovery Bay, CA 94505-9376
 W: (925)634-1131

Ship To:

Town Of Discovery Bay CSD (#213794)
 1800 Willow Lake Rd
 Discovery Bay, CA 94505-9376
 W: (925)634-1131

Created	Quote#	Due Date	Expected Award Date	Expiration Date
09/27/2024	7250041	10/27/2024	10/27/2024	10/27/2024

Printed	Job Name	Job Description	Job Start Date
09/27/2024 13:57:46	Cornell Park Flow Management		10/27/2024

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	Cornell Park	WeatherTRAK Flow Sensing				
2	NOTE	Note: Item Note: Flow Sensing		EA		
3	WTFL-XT+	WeatherTRAK Flowlink XT+ Item Note: Used to install a new Flow Sensor and Master Valve sharing an existing Station's wire,	1	EA	2,089.500	2,089.50
4	WT-MV-300G-SNO	3" Master Valve Weathertrak	1	EA	2,531.200	2,531.20
5	WTFLOWHD-P-300	WeatherTRAK FlowHD Flow Sensor PVC Tee Mounted 3 in.	1	EA	891.100	891.10
6	WT-WRS	Irritrol Rain Sensor (NC, wireless)	1	EA	189.000	189.00
7	ST	Subtotal FLOW Materials				5,700.80
8						
9	Option Additional	WeatherTRAK Central Service				
10	CIM+OFS-9YA	WeatherTRAK Central Optiflow Service (1-48 stations, 9 addi Item Note: 9 years of Optiflow WeatherTRAK Central service. This would be for the Pilot Controller to achieve 10 years service.	1	EA	3,069.000	3,069.00
11						
12	Rainbird Controller	Replacement				
13	WTOXR-C-12-CWM-AX	All-Inclusive WeatherTRAK OptiFlow XR Controller 12 Station Wall Mount Cold-Rolled Steel Item Note: All-inclusive product packages include ten years of appropriate WeatherTRAK Central Service and ten year product warranty with Worry-free Wireless Warranty.	1	EA	6,069.000	6,069.00

Total Price: \$ 14,838.80
 Total Tax: \$ 1,520.98
 Total: \$ 16,359.78

SiteOne Landscape Supply is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date.
 Local tax may differ based on locations and local codes.



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Created	Quote#	Due Date	Expected Award Date	Expiration Date
09/27/2024	7249996	10/27/2024	10/27/2024	10/27/2024

Printed	Job Name	Job Description	Job Start Date
09/27/2024 13:58:36	WeatherTRAK Pilot Cornell Park		10/27/2024

Line #	Item#	Item Desc	Qty	UOM	Unit Price	Extended Price
1	Pilot					
2	WTOXR-3048-PROUPG	WeatherTRAK OptiFlow XR Central Upgrade from Pro2 SWM or Pro3 30 Stations-48 Stations (10 yr. Warranty) <i>Item Note:</i> WeatherTRAK OptiFlow XR Central Upgrade from Pro2 SWM or ET Pro3. Keep Existing Enclosure while all other parts are new. Comes with 10yr Standard Product Warranty	1	EA	3,609.374	3,609.37
3	WTPRO-6STAKEY	Hydropoint WeatherTrak 6 Station Key for Pro3 Controller	1	EA	280.000	280.00
4	CIM+OFS-1YA	1 additional Weather Trak central and Optiflow service	1	EA	359.000	359.00
5	ST	Subtotal Pilot <i>Item Note:</i> Pilot pricing represents cost of materials should you decide to keep the product after the pilot trial period.				4,248.37
6						

Total Price: \$ 4,248.37
 Total Tax: \$ 435.46
 Total: \$ 4,683.83

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Created	Quote#	Due Date	Expected Award Date	Expiration Date
10/01/2024	7256830	11/01/2024	11/01/2024	11/01/2024

Printed	Job Name	Job Description	Job Start Date
10/01/2024 20:10:34	Cornell Park Flow Install		11/01/2024

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	NOTE	Note: Item Note: <i>This Quote is based of of Prevailing Wage guidelines. If the contract exceeds thresholds for DIR # registration requirements this quote is also DIR compliant SiteOne GreenTech is registered with DIR.</i>		EA		
2	GTINSTALL	GT Installation Labor Item Note: <i>Installation: 3" Master Valve WeatherTRAK WT-MV-300G-SNO, 3" WeatherTRAK FlowHD Flow Sensor WTFLOWHD-P-300, WeatherTRAK Flowlink XT+ WTFL-XT+ . Trench approximately 250 linear feet from backflow to nearest valve.</i>	1	EA	5,564.710	5,564.71
3	GTINSTALL-JA	GT Install - Jacinto Arreola Item Note: <i>Rain Bird Controller Replacement. New Wall Mount Install for up to 24 stations includes new controller assembly, new labels on station wires, ohms check of existing field wires, wiring stations to output terminals, controller grounding test. Activating controller to WeatherTRAK Central.</i>	1	EA	750.000	750.00
4	141RED500	UF Wire Red 14 Gauge 1 Conductor 500 ft. (Priced per ft.)	500	FT	0.170	85.00
5	141WHT500	UF Wire White 14 Gauge 1 Conductor 500 ft. (Priced per ft.)	500	FT	0.170	85.00
6	114BC	NDS Standard Valve Box Rectangle 14 in. x 19 in. x 12 in.H Green Box/Green Lid Overlapping ICV	2	EA	33.310	66.62
7	GTMSCPARTS	GT Miscellaneous Parts Item Note: <i>Misc 3" fittings, 3" pipe, bricks, rental equipment.</i>	1	EA	1,000.000	1,000.00
8	NOTE	Note: Item Note: <i>Exclusions: 1. Landscape repair to be done by others. This quote does not include sod or grass seed to repair the turf where damaged by trenching. 2. This includes trenching and adding direct burrial 14 guage wire in ground for connecting nearest valve to new flow sensor and master valve. There is no conduit installtion.</i>		EA		

Total Price: \$ 7,551.33
 Total Tax: \$ 126.75
 Total: \$ 7,678.08

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Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Agenda Title: Discussion and Possible Action to Approve a Software License Agreement for Financial Data Software.

Meeting Date: November 20, 2024

Prepared By: Margaret Moggia, Finance Manager

Submitted By: Dina Breitstein, General Manager

RECOMMENDED ACTION:

It is recommended that the Board take the following Actions:

- a. Approve the software license agreement with Tyler Technologies Inc. for financial software implementation with one-time implementation costs of \$100,269 and annual license fee.
- b. Authorize the General Manager to execute the software license with Tyler Technologies Inc. for financial software implementation and annual license fee.
- c. Authorize the General Manager to execute any additional change orders for Tyler Technologies Inc., Inc. up to 15% of the implementation costs of \$100,269.

EXECUTIVE SUMMARY:

In 2011, the Town of Discovery Bay CSD (District) purchased Caselle to process and report its financial data through its core financial modules and utility management to bill for water and wastewater usage. The importance of the software is to properly account for the revenues and expenditure and to ensure proper controls are in place to reflect the assets and liabilities of the District.

The current version of Caselle system has met its needs but the efficiencies of this current platform are waning to more modern ERP systems. Caselle requires manual processes from module updates, manual scanning of financial documents, and some of the services are outsourced which require manual entries that may result in posting errors if not properly checked.

In continuing to evaluate the system controls over financial tracking and reporting, staff have been researching other financial software to identify what features the District could benefit from in a modern ERP system. ERP stands for enterprise resource planning which is a software system that includes all the tools and processes required, including HR, supply chain, finance, accounting, and more.

Through these ERP systems, the District would benefit from streamlining internal processes, reducing outsourcing of certain services, and provide added security features that determines access based on role rather than person. Staff identified two systems that are part of cooperative agreement (Sourcewell) which allow the District to receive the benefit of competitive pricing, but all find a solution that is the right fit for the District and provide these functionalities

- Fully integrated system that reduces manual entries
- Real time updates versus individual modules updates at monthly intervals
- Repository of financial records that eliminates the need for manual scanning

- Tighter access controls by defined user roles
- Improved procurement tracking from requisition to contract spending
- Accounts payable automation that performs OCR scan of invoices, and electronic approval
- Human resource module for payroll processing, onboarding and benefit tracking
- Additional report options
- Online user community

Staff did participate in software demos of the two systems to evaluate their features and ask questions to make a comparison to the current system. The demonstration certainly showed that the current platform is lacking in functionality and ease of use. Staff reviewed the total cost picture comparing the general estimate of the real dollars. However, there are additional savings from redirecting staff's efforts from processing to analysis. For example, currently staff spend approximately 20 hours a month scanning invoices in a separate system. With the new ERP system, the invoice would be entered into the financial software through OCR and then used to electronically route for processing and approval. Another example is the time spent manually updating modules and budget analysis at certain time intervals, but the new ERP system would provide more real-time access to information as it is processed.

Staff presented an update on October 2, 2024 at the Finance Committee where there was general support for the software replacement and expressed concern for the total cost. Staff outreached to the two companies to further review their proposals to receive the best and final offer, and review along with the scope, market share, and references. Based on the staff's review, staff recommend Tyler Technologies Inc. solution to replace Caselle. The software as a service (SaaS) license agreement has been reviewed by staff and legal, and the final negotiated terms have been incorporated.

Staff were able to negotiate a further reduction to the cooperative pricing on the one-time costs from \$117K to \$100K (approximately 15% discount), and were able to cap future rate increases on the annual license fee to not-exceed of 3% for years 4 and 5, and subject to current market rate (around 5-6%) for subsequent years. Annual license savings are about \$3K per year with total approximately savings of \$22K.

Recap of the Software Capabilities and Pricing

Comparison of software

Caselle	Tyler ERP Pro Financial Software
Core Financials	Core Financials / Budgeting
	Applicant Tracking
	Benefit Enrollment
Fixed Assets (previously managed by predecessor auditors)	Fixed Assets
Payroll Processing / Timecard (outsourced)	Human Resources Management
	Employee Access / Time Attendance
	Purchasing
	Project Accounting
	Contract Management
Utility Management / Cashiering	Utility Billing / Cashiering / Service Order Mobile
	Content Management
	Accounts Payable Automation

With this added functionality, direct cost is added. The following pricing compared to the current software is as follows:

	Caselle (estimated)	Tyler ERP Pro Financial Software
Annual Software License Fee (1)	\$18,000	\$63,420 (3)
Third-Party Outsource Costs	\$10,000	\$0

Annual <i>Estimated</i> Utility Merchant Fees (variable) (2)	\$58,000	\$48,000
<i>Estimated Annual Costs</i>	<i>\$86,000</i>	<i>\$111,420</i>

- (1) The annual fees cover and include all support, annual maintenance, any upgrades and enhancements to the modules purchased.
- (2) A variable cost the District pays the cost for water/wastewater customers utilizing credit cards/ electronic funds transfers
- (3) The above pricing does include an additional discount on the cooperative pricing. The pricing remains unchanged for the first three years and may escalate up to 3% for years 4-5.

In addition to the fees noted above, there are one-time implementation costs that would be necessary to bring the software into place. The costs cover the specific set-up and training for the District. It is estimated to take nearly 700 hours over a 9–12 month period. Costs are estimated to be approximately \$100,000.

FISCAL IMPACT:

The introduction of comprehensive new financial software may have more direct costs to the District, but it will also allow for greater oversight of management and staff, security access, and business efficiencies allowing time saved on processing to focus on more analysis.

PREVIOUS RELEVANT BOARD ACTIONS FOR THIS ITEM:

Not applicable

ATTACHMENTS:

1. Tyler ERP Pro Software as a Service License Agreement.
2. Tyler California Experience.



SOFTWARE AS A SERVICE AGREEMENT

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

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

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 141178.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-tti>; and

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Town of Discovery Bay Community Services District, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary. (20GB)
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A

contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary. For the avoidance of doubt, for the purposes of of this Agreement, the number of user is unlimited.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent,

lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

 - 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

 - 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are based on the scope of the project as of the Effective date and are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you, up to the maximum amounts set forth in the Investment Summary. This not-to-exceed commitment is contingent on your timely meeting your obligation under this Agreement. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

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

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

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

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

6. **Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.**

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12)**

months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties.

Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

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

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

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

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
Schedule 1: Support Call Process
- Exhibit D Third Party Terms
- Exhibit E Statement of Work

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

Tyler Technologies, Inc.

Town of Discovery Bay Community Services
District, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

Discovery Bay Community Services District
1800 Willow Lake Road
Discovery Bay, CA 94505-9376
Attention: General Manager



Exhibit A
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, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Sales Quotation For:
 Town of Discovery Bay Community
 Services District
 1800 Willow Lake Rd
 Discovery Bay CA 94505-9376

Quoted BY Cody Gunstenson
 Quote Expiration 12/31/24
 Quote Name

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
AP Automation Capture with Disbursements	\$ 3,600	\$ 540	\$ 3,060
Applicant Tracking	\$ 675	\$ 101	\$ 574
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 14,786	\$ 2,218	\$ 12,568
Benefits Enrollment	\$ 1,000	\$ 150	\$ 850
Contracts Management	\$ 0	\$ 0	\$ 0
Fixed Assets	\$ 1,865	\$ 280	\$ 1,585
Human Resources Management (Includes Position Budgeting)	\$ 4,498	\$ 675	\$ 3,823
Employee Access Pro	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 3,469	\$ 520	\$ 2,949
Employee Access Pro Time & Attendance	\$ 1,000	\$ 150	\$ 850

Tyler Annual Software – SaaS				
Description	List Price	Discount	Annual	
Purchasing	\$ 4,457	\$ 669	\$ 3,788	
ERP Pro 10 Customer Relationship Management Suite				
Utility Billing Water/Gas	\$ 14,786	\$ 2,218	\$ 12,568	
Cashiering	\$ 4,244	\$ 637	\$ 3,607	
Utility Access	\$ 2,976	\$ 446	\$ 2,530	
Third-Party Printing Interface	\$ 4,180	\$ 627	\$ 3,553	
Service Orders Mobile	\$ 965	\$ 145	\$ 820	
Tyler One				
Identity				
Identity Workforce Advanced [10]	\$ 60	\$ 0	\$ 60	
Content Manager Suite				
Content Manager Core	\$ 5,466	\$ 820	\$ 4,646	
Content Manager Employee Onboarding	\$ 4,823	\$ 723	\$ 4,100	
TOTAL:		\$ 72,850	\$ 10,919	\$ 61,931
Term # of Years:		3		

Tyler Annual Services				
Description	List Price	Discount	Annual	
ERP Pro				
Other Services				
Tyler University	\$ 2,509	\$ 1,200	\$ 1,309	
TOTAL:		\$ 2,509	\$ 1,200	\$ 1,309

Tyler Fees per Transaction	
Description	Net Unit Price
ERP Pro	
ERP Pro 10 Financial Management Suite	
AP Automation Disbursements	\$ 0.00
ERP Pro 10 Customer Relationship Management Suite	
Miscellaneous Payments	\$ 1.25
Tyler One	
Notify	
Notifications for Utilities	\$ 0.10

Payments

	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Tyler One										
Utility Access Payments Bundle	Utility Billing				2.00%			X	X	
Payments - Payer Card Cost - Service Fees										
Tyler One										
ERP Pro Payments	Miscellaneous		3.75%	\$ 2.50				X	X	
Payments - Other Fees										
Tyler One										
Client eCheck Cost	Utility Billing	\$ 1.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								

Payer Card Cost

per card transaction with Visa, MasterCard, Discover, and American Express when applicable.

Client Card Cost - Interchange Plus

per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Client eCheck Cost

Per electronic check transaction.

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

eCheck Rejects

When an eCheck transaction comes back as declined (e.g bounced check)

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
Payments EMV Card Reader Purchase	1	\$ 529	\$ 529	\$ 0
TOTAL:			\$ 529	\$ 180

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	392	\$ 47,040
Project Management	1	\$ 1,950
Data Conversion Services		\$ 7,500
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	238	\$ 28,560
Project Management	1	\$ 1,950
Data Conversion Services		\$ 6,500
Content Manager Suite		
Professional Services	52	\$ 6,240

TOTAL: \$ 99,740

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 61,931
Total Third Party Hardware, Software, Services	\$ 529	\$ 180
Total Tyler Services	\$ 99,740	\$ 1,309
Summary Total	\$ 100,269	\$ 63,420

Optional Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
AP Automation Capture Only	\$ 4,500	\$ 675	\$ 3,825
ACFR Statement Builder	\$ 6,000	\$ 900	\$ 5,100
Accounts Receivable	\$ 3,891	\$ 584	\$ 3,307
ERP Pro 10 Customer Relationship Management Suite			
Smart Meter Access [6200]	\$ 12,400	\$ 0	\$ 12,400
TOTAL:	\$ 14,393	\$ 2,159	\$ 24,632

Optional Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	52	\$ 6,240

Optional Services		Hours/Units	Extended Price
Description			
	TOTAL:		\$ 6,240

Comments

As part of this ERP Pro Software Purchase, the client will be awarded one free Tyler Connect Pass. Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

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

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Smart Meter Access [6200]	Smart Meter Access provides the ability to view AMI data in a chart form thru Billing Access Payments. It provides citizen transparency to track and proactively manage consumption and citizens can opt in to receive consumption notifications and leak alerts. Note: Notifications are billed out quarterly as incurred at \$0.10 per call or text.
Utility Access	Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).
Utility Billing Water/Gas	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Invoice Approvals	Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.

Identity Workforce Advanced [10]	Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.
AP Automation Capture with Disbursements	A fully automated vendor payment system, including an automated invoice capture system, invoice approval system, AP Invoice Access
AP Automation Capture Only	An automated vendor payables management system which includes an invoice capture and invoice approval system.
Utility Access Payments Bundle	The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).
Miscellaneous Payments	Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
Notifications for Utilities	Notifications for Utility Access include Customer notifications by phone (call late notices and general notifications) and texts. Call and text lists are automatically generated, and the account is updated after the call or text. Calls includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call and text results. Note: The Utility will be billed at the rate specified above for all the calls and texts made. The Utility will be billed quarterly by Tyler Technologies for calls and texts conducted.
Financial Management Data Conversion	Financial Management conversion includes Chart of Accounts, General Ledger, and Accounts Payable. Prior fiscal year balances, current fiscal year balanced transactions, and unlimited unbalanced transaction history are also included.
Human Resources Management / Payroll Data Conversion	Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.
Utilities Data Conversion	Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.
Client eCheck Cost	Per electronic check transaction.
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)
AP Automation Disbursements	Expedited disbursement options available to vendors include instant transfer to a bank account, PayPal, Venmo and fast ACH where fees may apply. No fee options include standard ACH, and physical checks. All disbursements will be made pursuant to the terms and conditions found at https://www.tylertech.com/client-terms/ap-automation-disbursements-software-and-services-terms-of-use

Exhibit A



Exhibit B

Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial three (3) year term, Tyler agrees not to increase SaaS fees by more than three percent (3%) year over year for the first two (2) renewals. Thereafter, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- 2.6 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

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

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

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

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

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

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

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

III. **Service Availability**

a. Your Responsibilities

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

b. Our Responsibilities

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

c. Client Relief

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

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

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

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

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

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

IV. Maintenance Notifications

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

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



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Third Party Terms

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

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

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

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

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

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

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

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

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

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



Exhibit E
Statement of Work

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Town of Discovery Bay Community Services District

SOW from Tyler Technologies, Inc.

9/10/2024

Presented to:
Margaret Moggia
1800 Willow Lake Road
Discovery Bay, CA 94505

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

1.3 Methodology

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



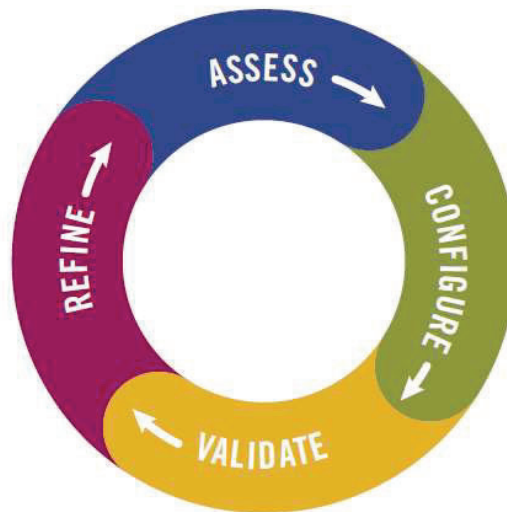
Tyler's Six Stage Project Methodology



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

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

Iterative Project Model



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



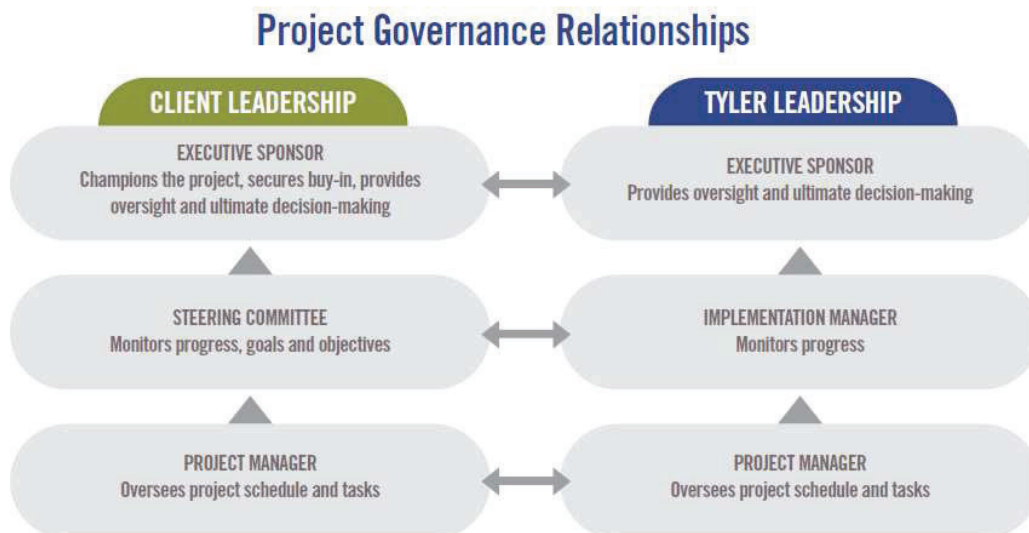
Part 2: Project Foundation

2. Project Governance

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

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

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



3. Project Scope Control

3.1 Managing Scope and Project Change

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



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

3.2 Change Control

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

3.3 Change Request Management

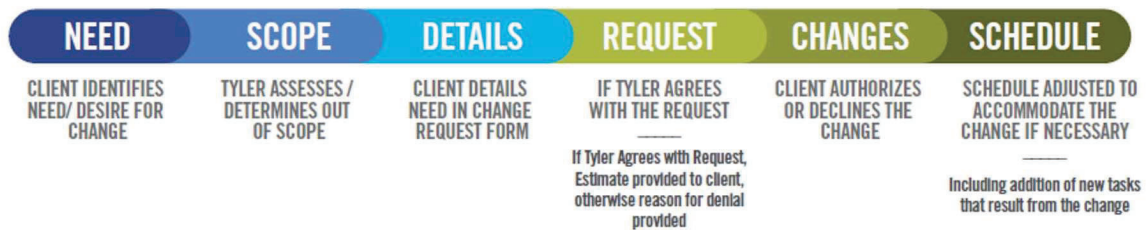
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule,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



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the District, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

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

Change Request Process



4. Acceptance Process

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

Both Tyler and the District 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 District feedback and approval on Project deliverables will be critical to the success of the Project. The District project manager will strive to gain deliverable and decision approvals from all authorized District 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 District 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 District shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the District does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the District does not agree the Deliverable or Control Point meets requirements, the District shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The District shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the District does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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



5.1.1 Tyler Executive Manager

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

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the District's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the District's executive sponsor.

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

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

5.1.3.2 Planning

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



5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

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

5.1.4 Tyler Implementation Consultant

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

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



5.2 District Roles & Responsibilities

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

5.2.1 District Executive Sponsor

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

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

5.2.2 District Steering Committee

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

5.2.3 District Project Manager

The District shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The District Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the District 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 District project manager(s) are responsible for reporting to the District steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the District and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the District staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all District 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 District technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 District Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the District 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 District resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 District Power Users

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



- Participate in conversion review and validation.

5.2.6 District End Users

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

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

5.2.7.1 District Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the District'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 District and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 District Change Management Lead

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



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

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

Work Breakdown Structure (WBS)

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

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



6.1 Initiate and Plan

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

6.1.1 Initial Coordination

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

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



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

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

6.1.2 Project/Phase Planning

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

During this work package Tyler will work with the District to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all District Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the District’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 District 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 District 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							District									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



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

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

Work package assumptions:

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

6.1.3 Infrastructure Planning

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

Objectives:

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

STAGE 1	Infrastructure Planning																
	Tyler							District									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						



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

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the District 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 District 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							District									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

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

Work package assumptions:



- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

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

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

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

6.2 Assess & Define

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

6.2.1 Solution Orientation

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

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

Objectives:

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

STAGE 2	Solution Orientation	
	Tyler	District



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
	Provide pre-requisites			A	R						I	I		I	I		I
	Complete pre-requisites										A	R		C			C
	Conduct orientation			A	R						I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

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

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



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
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	District 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:

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

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

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

Objectives:

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



- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							District									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	District Source data
	District Source data Documentation (if available)

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

Work package assumptions:

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

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.



- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

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

6.3.1 Initial System Deployment

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

Objectives:

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

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							District									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on District Devices (if applicable)			I				C				A						R
Tyler System Administration			A				R				I						C



Training (if applicable)																				
--------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

Work package assumptions:

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

6.3.2 Configuration

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

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

Objectives:

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

STAGE 3	Configuration																
	Tyler								District								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			



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

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

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

Work package assumptions:

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

6.3.3 Process Refinement

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

Objectives:

- Ensure that the District 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							District									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct 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 (District Responsible)			I	C								A	R		C			
Refine configuration (Tyler Responsible)			A	R								I	I		I			
Validate interface process and results			I	C								A	R		C			C
Update District-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 District-specific process documentation (completed by District)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

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

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





Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							District									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C



Inputs	
	Data Conversion Plan
	Configuration

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

Work package assumptions:

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

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

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

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

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

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

6.4 Production Readiness

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



6.4.1 Solution Validation

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

Objectives:

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

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	District updates report with testing results

Work package assumptions:

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

6.4.2 Go-Live Readiness

Tyler and the District 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 District has considered its ability to successfully Go-Live. Issues



and concerns will be discussed, and mitigation options documented. Tyler and the District 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								District								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

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

Work package assumptions:

- None

6.4.3 End User Training

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



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

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

Objectives:

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

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

Work package assumptions:

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



6.4.4 Control Point 4: Production Readiness Stage Acceptance

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

Production Readiness stage deliverables:

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

Production Readiness stage acceptance criteria:

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

6.5 Production

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

6.5.1 Go-Live

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

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

Tyler staff collaborates with the District during Go-Live activities. The District 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.
- District data available in Production environment.

STAGE 5	Go-Live	
	Tyler	District



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

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	District confirms data is available in production environment

Work package assumptions:

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

6.5.2 Transition to Client Services

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

Objectives:



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

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

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

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

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

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

Objectives:

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

STAGE 5	Post Go-Live Activities	
	Tyler	District



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

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

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

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

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

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

Production Stage Acceptance Criteria:

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

6.6 Close

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



6.6.1 Phase Closeout

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

Objectives:

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

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

Inputs	
	Contract
	Statement of Work
	Project artifacts

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



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

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

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

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the District teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

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

Work package assumptions:

- All project implementation activities have been completed and approved.



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

6.6.3 Control Point 6: Close Stage Acceptance

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

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

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

7. General Assumptions

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

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The District Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the District project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the District is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the District to make process changes.
- The District is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

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



7.3 Resources and Scheduling

- District resources will participate in scheduled activities as assigned in the Project Schedule.
- The District team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the District will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The District will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The District makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The District will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The District will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The District is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the District representatives to identify business rules before writing the conversion. The District must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The District will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The District Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The District is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

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



8. Glossary

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



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



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



Part 4: Appendices

9. Conversion

9.1 ERP Pro Utility Billing Conversion Summary

9.1.1 Utility Billing - Standard

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

9.1.2 Utility Billing – Legacy/Historical Views

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

9.2 ERP Pro Financials Conversion Summary

9.2.1 General Ledger

Standard Conversion Includes:

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

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

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

9.2.2 Accounts Payable

Standard Conversion Includes:

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

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



9.2.3 Personnel Management

Standard Conversion Includes:

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

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

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



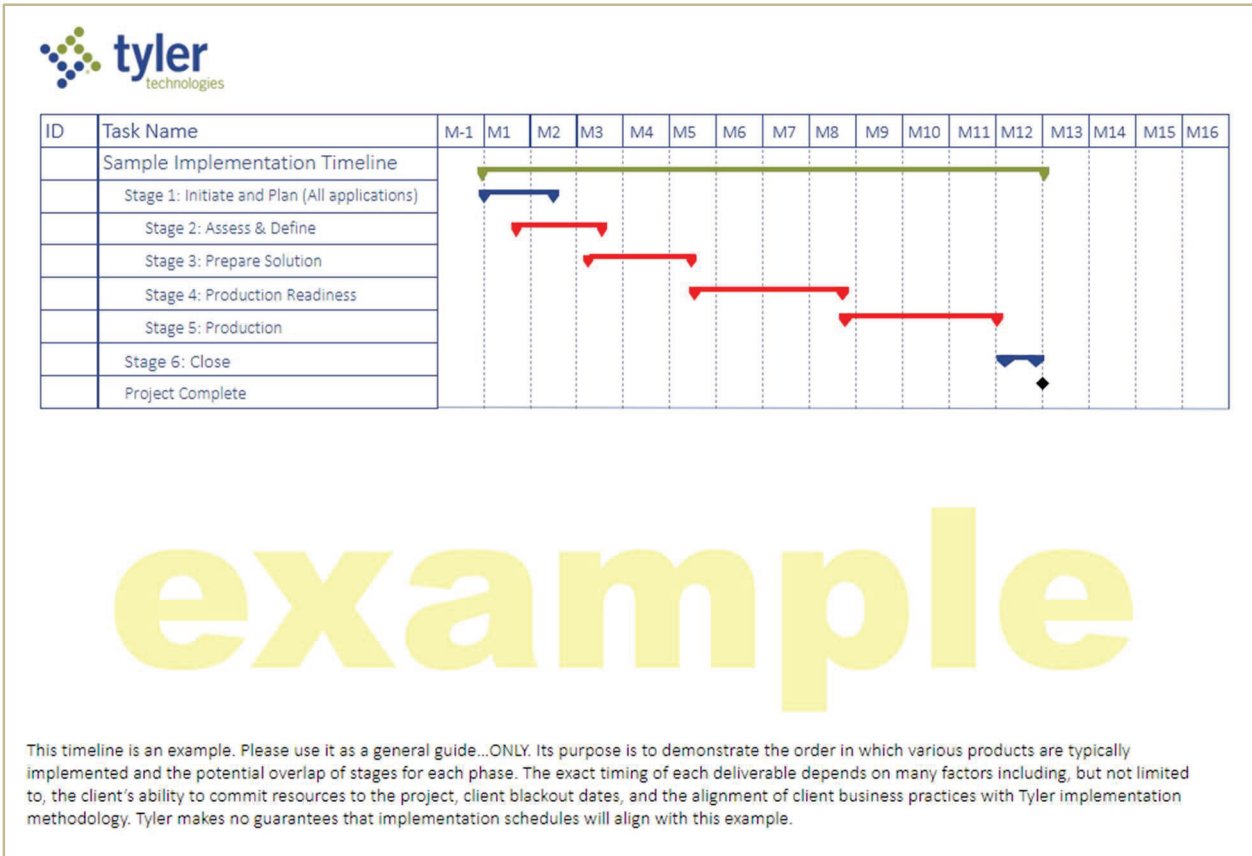
10. Additional Appendices

10.1 This work package is not applicable.

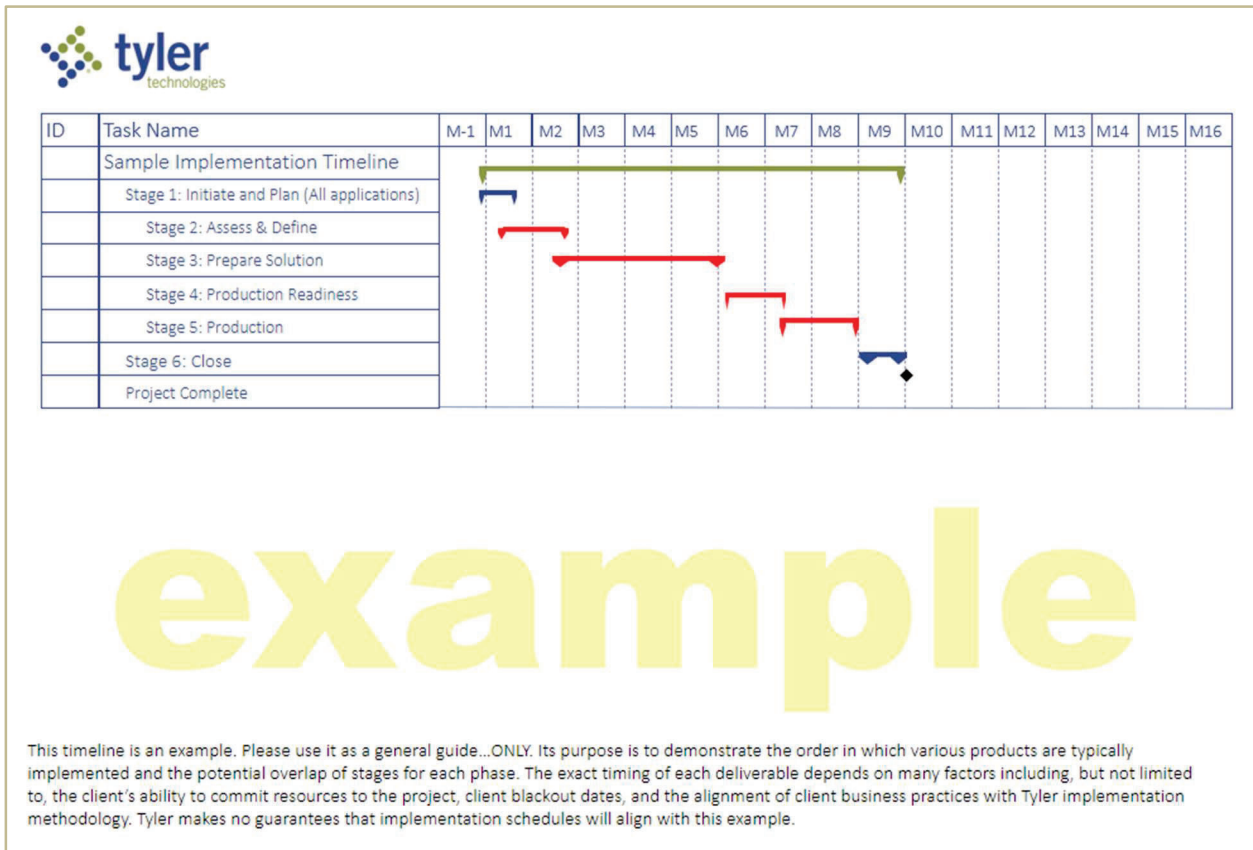


11. Project Timeline

11.1 ERP Pro Financial Management Timeline



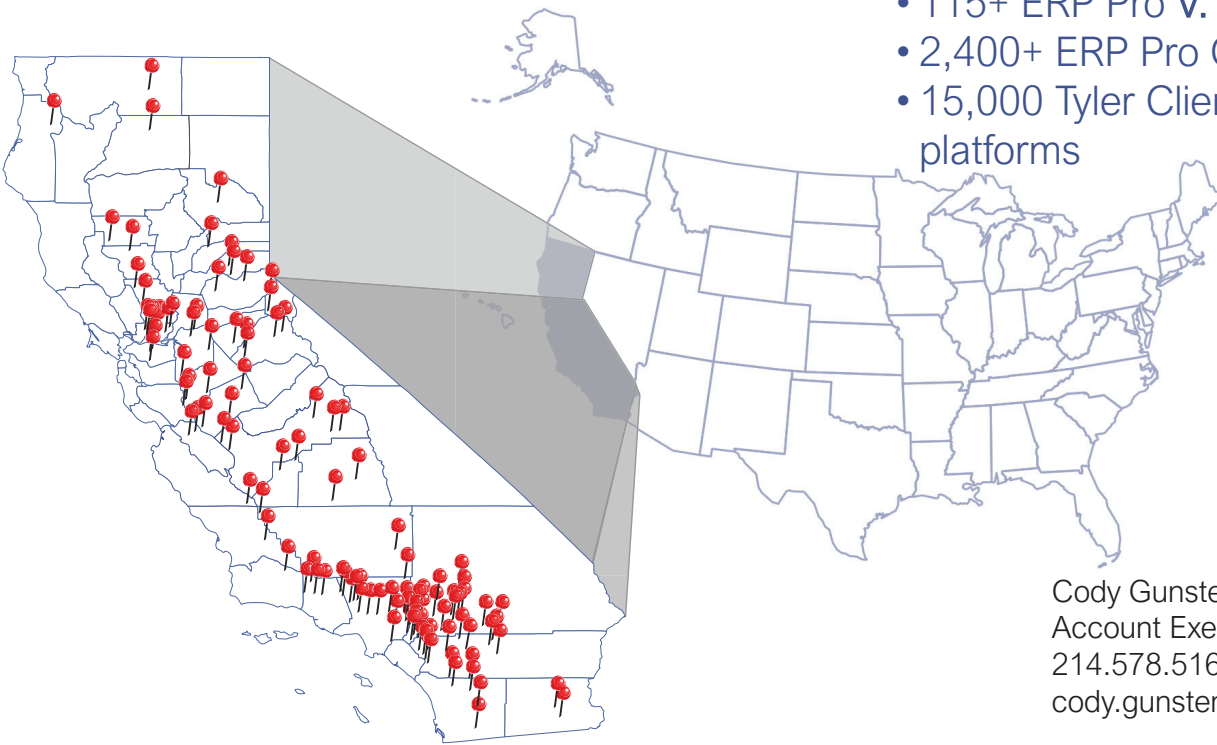
11.2 ERP Pro Utility Billing Timeline



11.3 This work package is not applicable.



Similar Customers ERP Pro in California



- 115+ ERP Pro V.10 Clients in CA
- 2,400+ ERP Pro Clients Tyler-wide
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The public may attend the Board meeting in person and remotely via call-in or Zoom. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov. Meetings of the Board are closed-captioned in real time.

Persons who wish to address the Board during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing 888-278-0254 followed by the access code 843298#. A caller should indicate they wish to speak on an agenda item by pushing "#2" on their phone. Persons who wish to address the Board in person should complete the form provided for that purpose. Access via Zoom is also available using the following link: <https://cccounty-us.zoom.us/j/87344719204>. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. To provide contact information, please contact Clerk of the Board at clerkoftheboard@cob.cccounty.us or call 925-655-2000. A Spanish language interpreter is available to assist Spanish-speaking callers. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the Board will continue the meeting in person without remote access.

Public comments generally will be limited to two minutes per speaker. In the interest of facilitating the business of the Board, the total amount of time that a member of the public may use in addressing the Board on all agenda items is 10 minutes. Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair. Staff reports related to open session items on the agenda are also accessible online at www.contracosta.ca.gov.

1:00 P.M. Convene and call to order 2:53

1. ✓ **CONSIDER CONSENT ITEMS (Items listed as C.1 through C.17 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Director. Items removed from the Consent Calendar will be considered with the Discussion Items.**

2. **PRESENTATIONS**

PR.1 ✓ PRESENTATION recognizing Fire Engineer Theresa Watkins as the Contra Costa Fire Protection District 2024 Firefighter of the Year.

PR.2 ✓ PRESENTATION honoring Battalion Chief Charles Thomas on the occasion of his retirement.

PR.3 ✓ PRESENTATION honoring Battalion Chief Gilbert Guerrero on the occasion of his retirement.

3. **DISCUSSION ITEMS**

✓ D.1 CONSIDER accepting a report from the Fire Chief providing a status summary for ongoing Fire District activities and initiatives. (Lewis Broschard, Fire Chief)

24-3631

Attachments: [FC REPORT - November 5, 2024](#)
[Hospital Transfer of Care Times Charts October - September 2024 \(90th perc.\)\(Section M.5\)](#)

- ✓ D.2 CONSIDER accepting a report on Contra Costa County Fire Protection District's Health and Wellness program initiatives. (Brian Helmick, Deputy Fire Chief) [24-3632](#)

Attachments: [CON Health and Wellness BOS 11-5-24.pdf](#)

- D.3 PUBLIC COMMENT (2 Minutes)

4. CONSENT ITEMS

Contracts

- C.1 APPROVE and AUTHORIZE the Auditor-Controller to issue payment to the State of California Department of Health Care Services, in an amount not to exceed \$9,000,000 for the Public Provider Ground Emergency Medical Transport Intergovernmental Transfer (IGT) for ambulance transports anticipated to be provided by the District during January 2025 through December 2025; and AUTHORIZE the Fire Chief, or designee, to execute and submit the required IGT Certification forms. (100% CCCFPD EMS Transport Fund) [24-3633](#)
- C.2 APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with National Fire Protection Association LiNK®, in the amount of \$1,127, to provide instant access to National Fire Protection Association Codes and Standards, for the period October 15, 2024 through October 31, 2025. (100% CCCFPD General Operating Fund) [24-3634](#)
- C.3 APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with ChargePoint, Inc., in an amount not to exceed \$25,000 for the management of Electric Vehicle charging stations subscription, for a five-year period beginning the date of execution. (100% CCCFPD General Operating Fund) [24-3635](#)
- C.4 APPROVE and AUTHORIZE the Fire Chief, or designee, to execute an Agreement for Recovery of Administrative Costs for Implementation and Recovery of Medi-Cal Ground Emergency Medical Transportation payments with the Sacramento Metropolitan Fire District for the term July 1, 2020 through June 30, 2023. (100% EMS Transport Fund) [24-3636](#)
- C.5 APPROVE and AUTHORIZE the Fire Chief, or designee to accept a donation of fire rescue equipment, valued at approximately \$16,236, from the Martinez Refining Company (MRC), for distribution to Fire District rescue teams nearest the MRC facility. (No District match) [24-3637](#)
- C.6 APPROVE and AUTHORIZE the Fire Chief, or designee, to execute a contract with the Moraga-Orinda Fire District, in an amount not to exceed \$210,000 for the provision of firefighter training for the period December 1, 2024 through November 30, 2027. (Cost neutral, no District match) [24-3638](#)

- C.7 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, a purchase order with Peterson Power Systems, in an amount not to exceed \$270,000 for the purchase of a Caterpillar C13 PG 400kW Standby Generator set for the new fire communications center. (100% CCCFPD EMS Transport Fund) [24-3639](#)
- C.8 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, a purchase order with Bound Tree Medical, LLC, in an amount not to exceed \$350,000, for pre-hospital emergency medical supplies, equipment, and pharmaceuticals for the period October 1, 2024 through December 31, 2025. (100% CCCFPD General Operating Fund) [24-3640](#)
- C.9 APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Fire Chief, to execute a purchase order with Velocity Truck Centers, in an amount not to exceed \$405,000, for a hooklift prime mover vehicle to deliver modular containers for disaster response. (80% Federal, 20% CCCFPD General Operating Fund) [24-3641](#)
- C.10 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, a purchase order with Smartsheet Inc., in an amount not to exceed \$76,000 for project management software, for the period November 1, 2024 through November 30, 2025. (100% CCCFPD General Operating Fund) [24-3642](#)
- C.11 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Fire Chief, a purchase order with International Motor Controls, Inc. in an amount not to exceed \$600,000 for the manufacture and sale of electrical switchgear to ensure uninterrupted backup power to support the new communications center. (100% CCCFPD EMS Transport Fund) [24-3643](#)

Personnel

- C.12 ADOPT Position Adjustment Resolution No. 26340 to add nine Firefighter 56/hour (represented) positions in the Contra Costa County Fire Protection District. (100% CCCFPD General Operating Fund) [24-3644](#)

Attachments: [P300 Add Firefighter positions](#)

Other Actions

- C.13 ADOPT Resolution No. 2024-11 recognizing Fire Engineer Theresa Watkins as the Contra Costa County Fire Protection District 2024 Firefighter of the Year, as recommended by the Fire Chief. [FPD-RES 2024-11](#)
- C.14 ADOPT Resolution No. 2024-12 honoring Battalion Chief Charles Thomas on the occasion of his retirement from the Contra Costa County Fire Protection District. [FPD-RES 2024-12](#)
- C.15 ADOPT Resolution No. 2024-13 honoring Battalion Chief Gilbert Guerrero on the occasion of his retirement from the Contra Costa County Fire Protection District. [FPD-RES 2024-13](#)

C.16 ADOPT the proposed 2025 meeting schedule for the Contra Costa County Fire Protection District Board of Directors, as well as fixing the dates for budget hearings and adoption, as recommended by the County Administrator. [24-3630](#)

Attachments: [2025 Proposed Fire meeting schedule.pdf](#)

C.17 APPROVE Budget Amendment No. BDA-24-00760 appropriating fund balance of \$1,800,000 for the purchase of County property at 4491 Bixler Road in Byron for use as a Wildland Fire Center. (100% CCCFPD General Fund Balance) [24-3645](#)

Attachments: [Budget Amendment FY 2024-25 - Operating Budget on 11 05 2024 BDA-24-00760](#)

ADVISORY COMMISSION

The Contra Costa County Fire Protection District Advisory Fire Commission is scheduled to meet next on Monday, December 9, 2024 at 7:00 p.m. at their Administrative Office, 4005 Port Chicago Highway, Suite 250, Concord, CA 94520.

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

*Adyano
3.4*