



**BOARD OF DIRECTORS
SPECIAL MEETING AGENDA**

**Friday, May 15, 2026
9:00 a.m.**

Council Chambers, Hillsborough Town Hall, 1600 Floribunda Ave., Hillsborough, CA 94010

Consistent with Government Code Section 54953, Central County Fire Department Board meetings are held in person. Members of the public may observe/participate in the meeting in person or via Zoom (link provided below).

To Attend the Meeting in Person:

Location: Council Chambers, Hillsborough Town Hall, 1600 Floribunda Ave., Hillsborough, CA 94010

To Observe the Meeting via Zoom:

To access the meeting by computer:

Go to www.zoom.us/join

Meeting ID: 892 5214 9691

Passcode: 708995

To Access the Meeting by Phone:

+1 669 900 6833

Meeting ID: 892 5214 9691

Passcode: 708995

To Provide Public Comment in Person:

Members of the public wishing to speak will be asked to fill out a "Request to Speak" card located on the table by the door and then hand it to staff. The provision of a name, address, or other identifying information is optional. Speakers are limited to three minutes each, however, the Board Chair may adjust the time in light of the number of speakers anticipated.

To Provide Public Comment via Zoom:

During the meeting, public comment may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the "Raise Hand" feature (for those joining by phone, press "9" to "Raise Hand") during the public comment period for the agenda item you wish to address. The Zoom host will call on people to speak by name provided or the last four digits of the phone number for dial-in attendees. Speakers are limited to three minutes each, however, the Board Chair may adjust the time in light of the number of speakers anticipated.



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENT – NON-AGENDA

The Ralph M. Brown Act (the State local agency open meeting law) prohibits the Board from acting on any matter which is not on the agenda. It is the policy of the Board to refer such matters to staff for investigation and/or action. For purposes of this meeting, members of the public may provide written comments by email to publiccomment@ccfd.org. Emailed comments should include the specific agenda item on which you are commenting or note that your comment concerns an item that is not on the agenda. The length of the emailed comment should be commensurate with the three minutes allowed for verbal comments, which is approximately 250-300 words. To ensure your comment is received and read to the Board of Directors for the appropriate agenda item, please submit your email no later than 9 a.m. on May 15, 2026.

5. CONSENT CALENDAR

- a. Central County Fire Department Treasurer’s Report for Q3, Fiscal Year 2025-26
- b. Resolution Authorizing the Chief Administrative Officer to Execute an Agreement with Tyler Technologies, Inc. for the Tyler ERP Pro Financial Software and Implementation Services
- c. Resolution Authorizing the Chief Administrative Officer to Execute an Amended Agreement for a Joint Training Program Between the Central County Fire Department and the City of San Bruno

6. GOAL SETTING SESSION

The goal setting session will be facilitated by Steve Mermell from Jacob Green & Associates.

7. PUBLIC COMMENT

8. BOARD OF DIRECTORS’ COMMENTS

9. ADJOURNMENT

NOTICE: Any members of the public wishing accommodation for disabilities please contact the Board Clerk at (650) 558-7600 at least 24 hours before the meeting. A copy of the agenda packet is available for public review at the Fire Administration Offices, 1399 Rollins Road, Burlingame from 8:00 a.m. to 4:00 p.m. and on the CCFD website at www.ccfid.org

Any writings or documents provided to a majority of the Joint Powers Authority Board of Directors regarding any item on this agenda will be made available for public inspection at the Fire Administration Offices, 1399 Rollins Road, Burlingame, CA 94010



AGENDA ITEM: 5a

STAFF REPORT

MTG. DATE: May 15, 2026

TO: Board of Directors
DATE: May 15, 2026
FROM: Dave Pucci, Fire Chief
Jan Cooke, Finance Director

APPROVED BY: 
Doug Davis, CAO

SUBJECT: Central County Fire Department Treasurer's Report for Q3 Fiscal Year 2025-26

Recommendation:

Staff recommend that the Board receive the Central County Fire Department Treasurer's Report for Q3 Fiscal Year 2025-26.

Background:

The Treasurer's Report is provided to the Central County Fire Department's Board for Q3 Fiscal Year 2025-26. The primary investments prioritize safety and liquidity, aligning with the adopted Investment Policy.

The interest rate was 3.8% for Q3 FY 2025-26.

As of March 31, 2026, the LAIF investment was primarily comprised of Treasuries (57%), Agencies (22%), Certificates of Deposit and Bank Notes (11%), Commercial Paper (7%), and All Others (3%).

The report consists of the Local Agency Investment Fund (LAIF) Performance Report and Quarterly Statements as allowed by California Government Code Section 53646 Section (e) "For local agency investments that have been placed in the Local Agency Investment Fund, created by Section 16429.1, in National Credit Union Share Insurance Fund-insured accounts in a credit union, in accounts insured or guaranteed pursuant to Section 14858 of the Financial Code, or in Federal Deposit Insurance Corporation-insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the treasurer or chief fiscal officer may supply to the governing body, chief executive officer, and the auditor of the local agency the most recent statement or statements received by the local agency from these institutions in lieu of the information required by paragraph (1) of subdivision(b) regarding investments in these institutions."

Fiscal Impact:

There is no fiscal impact associated with this agenda item.

Attachments:

1. Central County Fire Department Treasurer's Report for Q3 FY 2025-26

CENTRAL COUNTY FIRE DEPARTMENT

TREASURER'S REPORT

Fiscal Year 2025/2026

Q3 | Quarter End March 31, 2026



PREPARED BY

Jan Cooke

Finance Director and Treasurer

1399 Rollins Road
Burlingame, CA 94010

(650) 558-7600
www.ccfid.org



PMIA/LAIF Performance Report as of 04/22/26



Quarterly Performance Quarter Ended 03/31/26

LAIF Apportionment Rate ⁽²⁾ :	3.98
LAIF Earnings Ratio ⁽²⁾ :	0.00010906180047888
LAIF Administrative Cost ^{(1)*} :	0.24
LAIF Fair Value Factor ⁽¹⁾ :	0.999980831
PMIA Daily ⁽¹⁾ :	3.82
PMIA Quarter to Date ⁽¹⁾ :	3.92
PMIA Average Life ⁽¹⁾ :	261

PMIA Average Monthly Effective Yields⁽¹⁾

March	3.826
February	3.871
January	3.931
December	4.025
November	4.096
October	4.150

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 03/31/26 \$165.3 billion

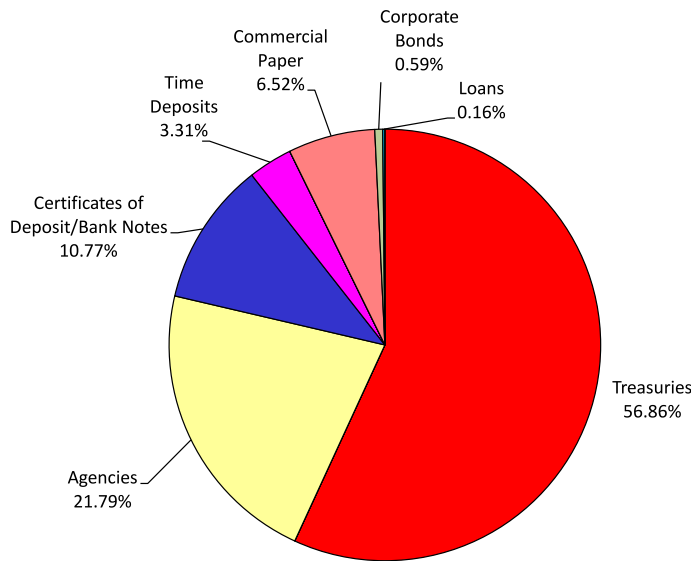


Chart does not include \$829,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



MALIA M. COHEN
California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name CENTRAL COUNTY FIRE
Account Number 40-41-015

As of 4/15/2026, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 3/31/2026.

Earnings Ratio		0.00010906180047888
Interest Rate		3.98%
Dollar Day Total	\$	206,604,851.02
Quarter End Principal Balance	\$	2,299,351.83
Quarterly Interest Earned	\$	22,532.70



Central County Fire Department

Serving the communities of Burlingame, Hillsborough and Millbrae

AGENDA ITEM: 5b

STAFF REPORT

MTG. DATE: May 15, 2026

TO: Board of Directors
DATE: May 15, 2026
FROM: Dave Pucci, Fire Chief
Jan Cooke, Finance Director

APPROVED BY: 
Doug Davis, CAO

SUBJECT: Resolution Authorizing the Chief Administrative Officer to Execute an Agreement with Tyler Technologies, Inc. for Tyler ERP Pro Financial Software and Implementation Services

Recommendation:

Adopt a Resolution authorizing the Chief Administrative Officer to execute an agreement with Tyler Technologies, Inc. for the Tyler ERP Pro financial software system and implementation services.

Background:

The Central County Fire Department's current financial software system was implemented prior to 1999 and will be sunset by the vendor effective December 31, 2026. To maintain continuity of financial operations and support the Department's ongoing operational and reporting needs, the Department must implement a replacement financial enterprise resource planning ("ERP") system. The Department's financial software supports critical business functions including general ledger, accounts payable, billing, and cash receipts. The Department's objectives for the replacement system include:

- improving business processes and workflow automation
- enhancing cybersecurity and internal controls
- improving integration with other Department applications
- strengthening business continuity and disaster recovery capabilities

Request for Proposal Process

The Department issued a Request for Proposal ("RFP") for a replacement financial ERP system. The RFP was advertised on the Department's website and the California Society of Municipal Finance Officers ("CSMFO") website. In addition, staff contacted several vendors that provide ERP software solutions to governmental agencies throughout the Bay Area.

The Department received proposals from seven vendors. Following an initial review by Department staff and the Department's financial systems consultant, ClientFirst ("Consultant"), two vendors were selected for further evaluation. Following additional analysis and software demonstrations, Springbrook and Tyler Technologies were identified as the finalists. Based on the evaluation process, staff recommends Tyler Technologies' ERP Pro solution. Tyler Technologies is an established public sector software provider with significant experience serving governmental agencies in California and

throughout the Bay Area. Staff determined that the Tyler ERP Pro system best meets the Department's operational, security, reporting, workflow, and integration requirements.

Statement of Work and System Implementation

Department staff worked collaboratively with Tyler Technologies to develop a detailed Statement of Work for implementation of the ERP Pro system. ERP Pro includes integration capabilities with third-party applications through Tyler's standard data exchange tools, which facilitate secure transfer of data between Tyler software and external systems. The Department also intends to implement Tyler Payments for credit card processing services.

Software as a Service (SaaS)

The Department's current financial software system is hosted on Department-owned servers. Under the proposed agreement, the Department would transition to a Software as a Service ("SaaS") model in which the application is hosted by the vendor and accessed securely through the internet. The Department's data will be maintained in a dedicated database hosted in either a Tyler Technologies data center or an approved third-party data center located within the United States. Department data will remain inaccessible to other customers. Tyler's hosted environment includes redundant telecommunications systems, electrical power, and hardware infrastructure designed to maintain system availability in the event of a disaster or component failure. Transitioning to a SaaS environment will improve business continuity, reduce infrastructure-related risk, and reduce the need for additional on-site server resources and related information technology support. Tyler's SaaS services are audited annually in accordance with the American Institute of Certified Public Accountants ("AICPA") Statement on Standards for Attestation Engagements ("SSAE") No. 18. Recent compliance reports identified no material issues of concern.

Agreement Terms

The proposed agreement includes annual SaaS subscription fees for the initial three-year term, as well as one-time implementation and optional service fees. Upon expiration of the initial three-year term, the agreement provides for six optional one-year renewal periods. Annual SaaS fees during the renewal periods are subject to a maximum annual increase of five percent (5%). Optional services outside the current scope of work are not included in the proposed agreement and would be negotiated separately, if necessary. In addition to the agreement costs, implementation of the ERP system may require additional expenditures related to system integrations, consulting services, customized reporting, and temporary staffing support or backfill, as needed.

License and Service Agreement

The Software as a Service Agreement and Statement of Work have been reviewed by Department staff, the Department Attorney, the Department's information technology services provider, and the Department's financial systems consultant.

Fiscal Impact:

The total cost of the proposed three-year agreement with Tyler Technologies, Inc. is \$186,517, consisting of:

- annual SaaS fees totaling \$143,397 (\$47,799 annually for three years)
- one-time implementation and optional service fees totaling \$43,120

The FY 2026–27 adopted budget includes sufficient funds for the first year of the agreement.

Attachments:

1. Resolution authorizing the Chief Administrative Officer to execute an agreement with Tyler Technologies, Inc. for the Tyler ERP Pro financial software system and implementation services.
2. Tyler Technologies Software as a Service Agreement

RESOLUTION NO. 26-09

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR TYLER ERP PRO FINANCIAL SOFTWARE AND IMPLEMENTATION SERVICES

RESOLVED, by the Board of Directors of the Central County Fire Department, County of San Mateo, State of California that,

WHEREAS, the Central County Fire Department (“Department”) currently utilizes a financial software system that was implemented prior to 1999; and

WHEREAS, the Department’s current financial software vendor has announced that the existing software system will be sunset effective December 31, 2026; and

WHEREAS, the Department’s financial software system supports critical financial operations including general ledger, accounts payable, billing, and cash receipts; and

WHEREAS, the Department conducted a competitive Request for Proposal (“RFP”) process to identify and evaluate qualified vendors capable of providing a replacement financial enterprise resource planning (“ERP”) system; and

WHEREAS, following review and evaluation of proposals, demonstrations, system functionality, cybersecurity features, workflow capabilities, reporting tools, and implementation services, staff determined that Tyler Technologies, Inc. provides the solution that best meets the Department’s operational and business requirements; and

WHEREAS, the proposed Tyler ERP Pro system will improve business processes, workflow automation, cybersecurity, integration capabilities, and business continuity; and

WHEREAS, the proposed agreement includes Software as a Service (“SaaS”) subscription services, implementation services, and related professional services for an initial three-year term; and

WHEREAS, the total cost of the proposed agreement is \$186,517, consisting of annual SaaS subscription fees and one-time implementation and optional service fees; and

WHEREAS, sufficient funds are included in the FY 2026–27 Adopted Budget to fund the first year of the agreement.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of the Central County Fire Department authorizes the Chief Administrative Officer to execute the agreement with Tyler Technologies, Inc. for the Tyler ERP Pro financial software system and implementation services in the amount of \$186,517.

1. The Chief Administrative Officer is hereby authorized to execute the agreement and any related documents necessary to implement the agreement, subject to approval as to form by the Department Attorney.

2. The Chief Administrative Officer is further authorized to approve and execute administrative amendments to the agreement, provided such amendments do not materially alter the scope of services and are within approved budget authority.

Approved at a special meeting of the Board of Directors held on this 15th day of May, 2026.

Signed: _____

Peter Stevenson, Board Chair

Attest: _____

Rubina Ellam, Board Clerk

I hereby certify that the foregoing is a true and correct copy of Resolution 26-09 adopted by the Board of Directors of the Central County Fire Department, San Mateo County, California, at a special meeting held on the 15th day of May, 2026, by the following vote of the members thereof:

AYES: Board Members: _____

NOES: Board Members: _____

ABSENT: Board Members: _____

ABSTAIN: Board Members: _____



SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **“Client”** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **“Data”** means your data necessary to use the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users, if any, that are identified in the Investment Summary. For clarity's sake, the Tyler Software included in Exhibit A as of the Effective Date does not have a limit on the number of users. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to a Third-Party Product.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.

- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. Ownership.
 - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
3. Data.
 - 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
 - 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement.
 - 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
 - 3.4. *Data Breach Notification.* Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws. We agree to notify you in accordance with applicable data breach laws upon the occurrence of any breach in the security of Data that triggers the need for security breach notifications pursuant to California Civil Code section 1798.29 or similar State or Federal law. We agree that you shall control, to the extent set forth in applicable state or federal law, the timing and content of the notice to affected customers. To the extent Tyler's negligence or willful misconduct caused the breach and to the extent required by applicable state or federal law, Tyler shall reimburse the Client its reasonable costs of sending such notification.
 - 3.5. *Return of Data.* At the conclusion of any Term without renewal of this Agreement or at any other termination of this Agreement, and only upon request, Client shall be entitled to all of Client's Data stored by Tyler under this Agreement. Said Data shall be returned in an industry standard, mutually agreeable format and the transfer shall occur within a commercially reasonable period of Client's request. Alternatively, Tyler will assist Client in exporting its own Data using standard features of the Tyler Software. Client may require transfer of the Data to a 3rd party vendor. In all cases, we reserve the right to charge for Tyler's time and materials for non-standard or custom Data exports.

4. Restrictions.

4.1. You may not:

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

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the

most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

6.5. *Password Security.* You are responsible for:

- 6.5.1. keeping your and your representatives' passwords secure and confidential;
- 6.5.2. any account activity or access that occurs pursuant to you and your representatives' passwords, its account or IdPs; and
- 6.5.3. notifying us of any unauthorized access to your account.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units. For avoidance of doubt, no services beyond those listed in the Investment Summary will be added to the Agreement without mutual written consent of the parties.
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 two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.
9. Maintenance and Support Services.
 - 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
 - 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
 - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
 - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
 - 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler

Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

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

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

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of

the first month following the date the SaaS environment is made available to you. 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 forty-five (45) days prior to the end of the then-current renewal term; provided, however, that for the first six (6) renewal terms (i.e., SaaS Years 4 through 10), your SaaS Fees for the Tyler Software in Exhibit A as of the Effective Date will not increase by more than 5% on a year-over-year basis. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure.* Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4. *Lack of Appropriations.* If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5. *For Convenience.* You may terminate this Agreement for convenience upon sixty (60) days' advance written notice. In addition to your other payment obligations upon termination of this Agreement, you will also pay the following early termination fees.
 - 2.5.1. if the effective date of termination is during the first year of the initial term, 100% of the SaaS Fees due for the first year of the initial term plus 35% of the SaaS Fees then due for the remainder of the initial term;
 - 2.5.2. if the effective date of termination is during the second year of the initial term, 100% of the SaaS Fees due for the first two years of the initial term plus 25% of the SaaS Fees then due for the remainder of the initial term; and
 - 2.5.3. if the effective date of termination is after the second year of the initial term, 100% of the SaaS Fees due through the end of the year in which the termination is effective plus, if applicable, 15% of the SaaS Fees then due for the remainder of the initial term or the applicable renewal term.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1. We will defend, indemnify, and hold you harmless as set forth herein against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in

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

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

2. General Indemnification.

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

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

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), ONE AND ONE-HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE**

TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, ONE AND ONE-HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION OF CERTAIN DAMAGES SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$3,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Performance Issues and Dispute Resolution.
 - 2.1. *Notice.* You agree to provide us with written notice within forty-five (45) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
 - 2.2. *Invoice Issues.*
 - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.

- 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
- 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) BUSINESS DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the

party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in (a) client lists in response to government procurements requiring respondents to provide such a list and, (b) only with your prior written permission, marketing presentations and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will

not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

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

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law. Venue for litigation arising under this Agreement shall be in the state or federal courts serving San Mateo County, California.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

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

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

Migration Terms Addendum

- Exhibit A** Investment Summary
- Exhibit B** Invoicing and Payment Terms
- Exhibit C** Service Level Agreement
- Exhibit D** Third-Party Terms
- Exhibit E** Statement of Work
- Exhibit F** Tyler Proposal dated December 9, 2025 submitted in response to Client’s RFP (“Tyler’s Proposal”)
- Exhibit G** Client’s Request for Proposal dated October 30, 2025 (“Client’s RFP”)

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

- Sections A-G of this Agreement and Exhibits A-E
- Exhibit F (Tyler’s Proposal)
- Exhibit G (Client’s RFP)

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.

Central County Fire Department, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

Central County Fire Department
1399 Rollins Road
Burlingame, CA 94010
Attention: _____



Migration Terms Addendum

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



Exhibit A Investment Summary

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

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

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Billing Address:
 HILLSBOROUGH, CA TOWN OF
 JAN COOKE
 1600 FLORIBUNDA AVE
 HILLSBOROUGH CA 94010-6418

Shipping Address
 Central County Fire Department (CCFD)
 1399 Rollins Road
 Burlingame CA 94010

Quoted By Brandon Swanson
 Quote Expiration 9/4/26
 Quote Name ERP Pro 10 w/SaaS Migration

Tyler Annual Software – SaaS				
Description	List Price	Discount	Annual	
ERP Pro				
ERP Pro 10 Financial Management Suite				
AP Automation Capture with Disbursements	\$ 4,500	\$ 1,351	\$ 3,149	
Core Financials	\$ 28,289	\$ 1,800	\$ 26,489	
Accounts Receivable	\$ 7,073	\$ 2,122	\$ 4,951	
ERP Pro 10 Customer Relationship Management Suite				
Cashiering	\$ 3,858	\$ 1,157	\$ 2,701	
Tyler One				
Content Manager Suite				
Content Manager Core	\$ 11,574	\$ 2,315	\$ 9,259	
TOTAL:		\$ 55,294	\$ 8,745	\$ 46,549
Term # of Years:		3		

Tyler Fees per Transaction	
Description	Net Unit Price
ERP Pro	
ERP Pro 10 Financial Management Suite	
AP Automation Disbursements	\$ 0.00

Services					
Description	Hours/Units	Price	Discount	Extended Price	Maintenance
ERP Pro 10 Financial Management Suite					
Custom Report for Trial Balance Comparative	1	\$ 2,500	\$ 0	\$ 2,500	\$ 625
Custom Report for Revenue/Expenditure Comparative	1	\$ 2,500	\$ 0	\$ 2,500	\$ 625
Professional Services	192	\$ 20,640	\$ 0	\$ 20,640	
Data Conversion Services		\$ 13,000	\$ 13,000	\$ 0	
Project Management	1	\$ 1,500	\$ 0	\$ 1,500	
ERP Pro 10 Customer Relationship Management Suite					
Professional Services	36	\$ 4,320	\$ 0	\$ 4,320	
Project Management	1	\$ 1,500	\$ 0	\$ 1,500	
Content Manager Suite					
Professional Services	56	\$ 7,280	\$ 0	\$ 7,280	
Content Manager Project Management	1	\$ 1,500	\$ 0	\$ 1,500	
	TOTAL:	\$ 54,740	\$ 13,000	\$ 41,740	\$ 1,250

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 46,549
Total Tyler Services	\$ 41,740	\$ 1,250
Summary Total	\$ 41,740	\$ 47,799

Optional Tyler Annual Software – SaaS	
Description	Annual
ERP Pro	
ERP Pro 10 Financial Management Suite	
Accounts Receivable Access	\$ 1,200
TOTAL:	\$ 1,200

Optional Tyler Fees per Transaction	
Description	Net Unit Price
ERP Pro Payments	
Payments	
Accounts Receivable	

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

Comments

Modules Migrating to ERP Pro 10

- Accounts Receivable
- Cashiering
- Core Financials

Custom Reports for:

- Trial Balance Comparative
- Revenue/Expenditure Comparative

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

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

The SaaS Fees include a Test environment and a Production environment. The Test and Production environments will be available for so long as the SaaS Agreement remains effective, subject to Tyler's right to suspend access as set forth in the Agreement. A separate training environment (Cloudshare) will be available only during training.

Data Storage Capacity included in the SaaS Fees is 200 GB. Additional Data Storage Capacity can be purchased in 200 GB increments at then-current rates.

AP Automation Capture with Disbursements

A fully automated vendor payment system, including an automated invoice capture system, invoice approval system, AP Invoice Access. Tyler Software may include artificial intelligence ("AI") features that are provided as an administrative convenience, designed to analyze data or make suggestions, subject to changing laws applicable in your local jurisdiction. Client is responsible for independently validating the accuracy of data analyzed or suggestions provided via AI features and using such features only to the extent permissible under applicable law.

Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

Accounts Receivable Access

Note that the customer pays \$1.25 fee per transaction for payment on-line. Accounts Receivable Access Component displays account status, accounts for payment, has Security-(Secure Socket Layer), and payment processing via credit cards. Payment packet is created to be imported to accounts receivable system.

Fraud, Risk & Compliance – Finance

Included with AP Automation Capture with Disbursements

Financial Management Data Conversion

Includes Chart of Accounts, General Ledger, Accounts Payable, current fiscal year balanced transactions, and unlimited unbalanced transaction history.

Accounts Receivable Data Conversion	Includes master files (contacts properties)
Content Manager Core	Core includes Onboarding
Core Financials	Includes General Ledger, Budget Prep, Bank Recon, AP, CellSense, a Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures, Tyler University, and Fraud, Risk & Compliance.

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>

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WITH RESPECT TO ALL CYBERSECURITY OFFERINGS, INCLUDING FRAUD, RISK & COMPLIANCE, (A) TYLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO OUTCOMES OR ERRORS AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) IN NO EVENT WILL TYLER BE LIABLE FOR THE ACTIONS OF ANY MALICIOUS OR CRIMINAL ACTORS, AND (C) TYLER DOES NOT WARRANT THAT SUCH OFFERINGS WILL PREVENT A BREACH OF SYSTEM SECURITY FROM OCCURRING.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- 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, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

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

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____



Exhibit B

Invoicing and Payment Terms

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

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

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates; provided, however, that for the first six (6) renewal terms (i.e., SaaS Years 4 through 10), your SaaS Fees for the Tyler Software in Exhibit A as of the Effective Date will not increase by more than 5% on a year-over-year basis.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions/Data Conversion Services:* 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. For the avoidance of doubt, the Data Conversion Services listed in Exhibit A as of the Effective Date are quoted as \$0 and thus no invoicing will occur for those services.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within forty-five (45) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 45-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered; for the sake of clarification, the Project Management fees in Exhibit A as of the Effective Date are fixed-price and delivery of Project Management services is deemed to occur on delivery of the

implementation planning document. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.

- 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
- 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
- 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

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



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

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

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

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

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

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

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

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

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

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

III. **Service Availability**

a. Your Responsibilities

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

b. Our Responsibilities

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

c. Client Relief

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

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

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

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

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

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

IV. Maintenance Notifications

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

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



Exhibit D Third-Party Terms

Third Party Verification Services Terms. Third Party Verification Services will be provided pursuant to the Equifax Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case, found at <https://www.tylertech.com/client-terms/equifax-verification-terms-of-service>.

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

DebtBook. Your use of DebtBook software and services is subject to the terms found here: [DebtBook End User License Agreement | Tyler Technologies](#). By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

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

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

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

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

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

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

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

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

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

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

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

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



Exhibit E
Statement of Work

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Central County Fire Department

SOW from Tyler Technologies, Inc.

2/10/2026

Presented to:
Jan Cooke
1399 Rollins Road
Burlingame, CA 94010

Contact:
Brandon Swanson
Email: Brandon.Swanson@TylerTech.com
5519 53rd St., Lubbock, TX 79414

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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 CCFD (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 CCFD 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 CCFD’s complexity and organizational needs.



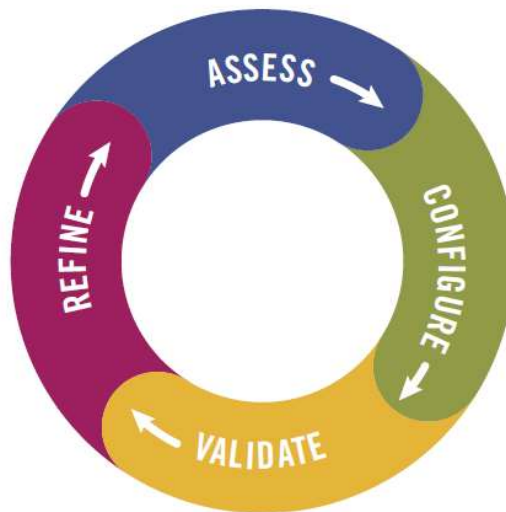
Tyler's Six Stage Project Methodology



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

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



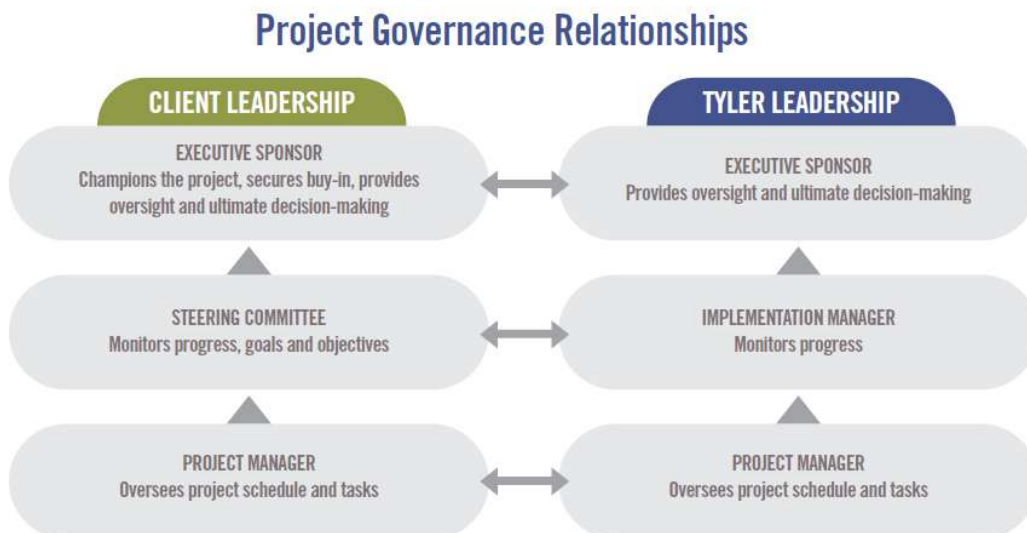
Part 2: Project Foundation

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.

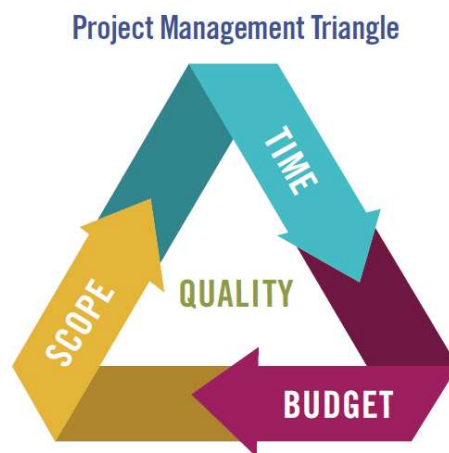
The chart below illustrates an overall team perspective where Tyler and the CCFD collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the CCFD Steering Committee become the escalation points to triage responses prior to escalation to the CCFD 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 CCFD 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

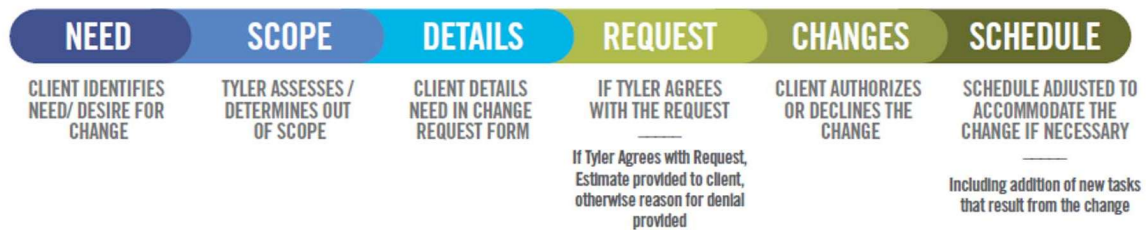
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule,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

The CCFD 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 CCFD). 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 CCFD office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the CCFD 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 CCFD feedback and approval on Project deliverables will be critical to the success of the Project. The CCFD project manager will strive to gain deliverable and decision approvals from all authorized CCFD 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 CCFD 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 CCFD 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 CCFD 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 CCFD does not agree the Deliverable or Control Point meets requirements, the CCFD 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 CCFD 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 CCFD 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 CCFD and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the CCFD, but are roles defined within the Project. It is common for individual resources on both the Tyler and CCFD 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 CCFD '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 CCFD '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 CCFD 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 CCFD, the Tyler Project Manager provides regular updates to the CCFD 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 CCFD 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 CCFD 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 CCFD and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the CCFD any items that may impact the outcomes of the Project.
- Collaborates with the CCFD '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 CCFD 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the CCFD 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.
- Interfaces closely with Tyler developers to coordinate program Modification activities.

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 CCFD through software validation process following configuration.
- Assists during Go-Live process and provides support until the CCFD transitions to Client Services.
- Facilitates training sessions and discussions with the CCFD and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

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



- Deploys Tyler products.

5.1.7 Tyler Basic Network Support

- Manages incoming CCFD issues via phone, email, online customer incident portal, and from Client Services.
- Provides system support including remote support of CCFD systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications.
- Tracks issues to timely and effective resolution.
- Determines root cause and provides solutions or direction/escalation to Tyler Development.
- Consults on pre-sales regarding system requirements.

1.1.1.1 Tyler Disaster Recovery Support

- Conducts and monitors nightly backups of the CCFD databases at hosting facility and transfers nightly backups to Tyler's data center.
- Provides services to host application in the event of a disaster.

5.2 CCFD Roles & Responsibilities

CCFD 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 CCFD Executive Sponsor

The CCFD 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 CCFD steering committee, project manager(s), and functional leads to make critical business decisions for the CCFD.

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

5.2.2 CCFD Steering Committee

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

5.2.3 CCFD Project Manager

The CCFD 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 CCFD Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the CCFD 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 CCFD project manager(s) are responsible for reporting to the CCFD 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 CCFD 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 CCFD 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 CCFD 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 CCFD 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 CCFD 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 CCFD 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 CCFD 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 CCFD 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 CCFD Power Users

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

5.2.6 CCFD 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 CCFD 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 CCFD 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 CCFD's legacy system per the conversion schedule set forth in the project schedule.

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

5.2.8 CCFD 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 CCFD.

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 CCFD 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 CCFD 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 CCFD's team. During this step, Tyler will work with the CCFD 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 CCFD project team.

STAGE 1	Initial Coordination																
	Tyler							CCFD									
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						
CCFD project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the CCFD		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 CCFD to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all CCFD 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 CCFD’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 CCFD 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 CCFD 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								CCFD								
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	CCFD provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- CCFD 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 CCFD is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

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

STAGE 1	Infrastructure Planning																
	Tyler							CCFD									
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 CCFD 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 CCFD 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							CCFD									
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 CCFD
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current CCFD business processes. This information will be used to identify and define business processes utilized with Tyler software. The CCFD 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 CCFD team knowledge transfer such as: eLearning, documentation, or walkthroughs. The CCFD 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 CCFD for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	CCFD



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



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	CCFD 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:

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

6.2.3 Modification Analysis

Tyler strives to provide robust, off-the-shelf solutions. Tyler can offer a comprehensive solution that allows for the unique nature of each client’s business processes. Though opportunities to enhance Tyler products may exist, Tyler recommends Clients utilize existing functionality and, when necessary, adjust their business practices to the products; application refinements and enhancements should only be considered when no viable solution for a given process is available within the included Tyler products. We do recognize that some Projects may require modifications to the solution(s) to meet certain CCFD business needs, including interfaces with 3rd party products, custom reports, or other custom product modifications. Some Projects have specific modifications included in the Project budget, others do not. If it’s determined that additional, out of scope modifications are necessary to meet CCFD needs, a Change Request is needed and additional cost estimate(s) will be provided by Tyler.

Objectives:



- Identify and define in-scope modifications.
- Identify and define out-of-scope modifications.
- Approve all modifications.

STAGE 2	Modifications analysis																
	Tyler							CCFD									
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
Identify which modifications are within the scope/budget of this project [where applicable]		A	R						I		C						
Analyze/write a Business Requirements documents for each modification		A	R	C	C	C					C	C		C			
Review/Approve Business Requirements documents			C	C		C			A		R	C		C			
Refine project schedule based on included modifications		A	R			I					C						

Inputs	Modification Requirements
	Current & Future State Analysis Document
	Project Budget/Financial documents
	Project Schedule

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Modification Specifications	Meets CCFD's business needs
	Change Requests for out-of-scope modifications	Meets CCFD's business needs
	Revised Project Schedule	

Work package assumptions:

- 3rd party interfaces – The CCFD is responsible for coordinating with the 3rd party.



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							CCFD									
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	CCFD Source data
	CCFD Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	CCFD 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 CCFD representatives to identify business rules before writing the conversion.
- CCFD subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.5 Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

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

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the CCFD 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 CCFD can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							CCFD									
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



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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on CCFD 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 CCFD will provide network access for Tyler modules, printers, and Internet access to all applicable CCFD 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 CCFD to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The CCFD collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

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

STAGE 3	Configuration	
	Tyler	CCFD



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 CCFD 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 CCFD is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

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

Objectives:

- Ensure that the CCFD 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							CCFD									
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 (CCFD Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update CCFD-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 CCFD-specific process documentation (completed by CCFD)	

Work package assumptions:

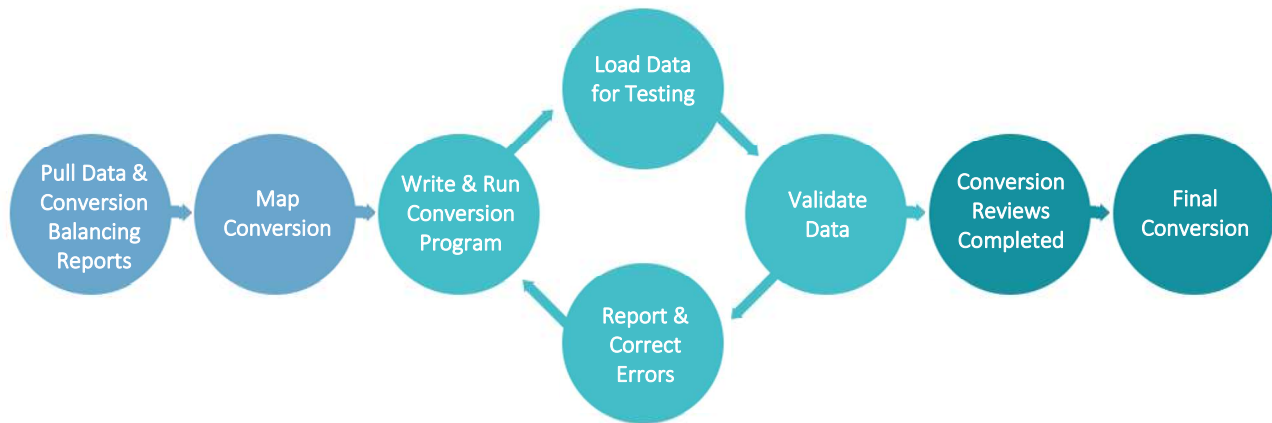
- None



6.3.4 Conversion Delivery

The purpose of this task is to transition the CCFD’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 CCFD will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the CCFD 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							CCFD									
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
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 CCFD will provide a single file layout per source system as identified in the investment summary.
- The CCFD subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The CCFD project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Modifications Delivery

Tyler consistently recommends that our clients utilize the software out-of-the-box and adjust business processes to conform, but we recognize there may be times when a modification of the software is requested to meet reporting obligations, functionality desires, or integrations with external systems. This work package focuses on the successful, high-quality delivery of the approved, in-scope modifications.

Objectives:

- Deliver contracted software modifications.
- Complete or update required configuration for the modifications.
- Test the delivered modifications.

STAGE 3	Modifications Delivery	
	Tyler	CCFD



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
Validate scheduled development for completion			A			R					I						
Conduct periodic scope review sessions (as applicable)			A	C		R					I	C		C			
Modify Solution Validation Plan (if applicable)			C	C							A	R		C			
Deliver (pre-production) modifications for testing			A	I	I	R	C				I	I		I			I
Test delivered modifications			I	C		C					A	R		C			I
Update configuration (if applicable)			A	R													
Update process documentation as needed			I	I							A	R		C			
Approve modifications for Production delivery			I	I							A	R		C			
Deliver modifications to Production			A	I	I	R	C				I	I		I			I

Inputs	
	Modification specification

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed modifications	CCFD approves modification per scope
	Updated Modification Specification (if applicable)	
	Updated Solution Validation Plan	
	Updated process documentation (if applicable)	
	Revised configuration (if applicable)	Modification passes testing/approved by CCFD after configuration is updated

Work package assumptions:

- Only approved modifications with approved scope will be provided.



- Only modifications approved for the current phase (if multi-phase) will be delivered.
- Additional scope requests may require additional budget.
- Modifications will be tested upon delivery.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

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

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

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.
- Completed modifications.
- Revised configuration for modification (if applicable).

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 CCFD 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 CCFD 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 CCFD 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 CCFD organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	CCFD



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	CCFD 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 CCFD 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 CCFD has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the CCFD 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	CCFD



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 CCFD

Work package assumptions:

- None

6.4.3 End User Training

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

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

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 CCFD specific business process documentation. CCFD-led training labs using CCFD specific business process documentation if created by the CCFD 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 CCFD is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							CCFD									
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 (CCFD-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	CCFD signoff that training was delivered

Work package assumptions:

- The CCFD 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 CCFD as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of CCFD departments.
- The CCFD 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 CCFD 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 CCFD 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 CCFD and Tyler will complete work assigned to prepare for Go-Live.

The CCFD 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 CCFD manually enters any data added to the Legacy System after final data extract into the Tyler system.

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

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



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

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

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

Work package assumptions:

- The CCFD 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 CCFD business processes required for Go-Live are fully documented and tested.
- The CCFD Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The CCFD 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 CCFD onto the Tyler Client Services team, who provides the CCFD with assistance following Go-Live, officially transitioning the CCFD to operations and maintenance.

Objectives:

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

STAGE 5	Transition to Client Services	
	Tyler	CCFD



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
	I	I	A	I	I			R	I	I	C	C		C			
Transfer CCFD to Client Services and review issue reporting and resolution processes			A					R			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	CCFD



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 CCFD 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 CCFD for systems implemented in the Phase.

Objectives:

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

STAGE 6	Phase Close Out																
	Tyler							CCFD									
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	CCFD
	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 CCFD 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 CCFD teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							CCFD									
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 CCFD 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	CCFD 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 CCFD 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 CCFD 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 CCFD 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 CCFD 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 CCFD to make process changes.
- The CCFD 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, CCFD is responsible for managing Organizational Change. Impacted CCFD 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 CCFD resources understand the value of the change, and why they are being asked to change.



7.3 Resources and Scheduling

- CCFD resources will participate in scheduled activities as assigned in the Project Schedule.
- The CCFD team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the CCFD 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 CCFD 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 CCFD 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 CCFD will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The CCFD 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 CCFD is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the CCFD representatives to identify business rules before writing the conversion. The CCFD 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 CCFD 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 CCFD Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The CCFD is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

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

9.1.1 General Ledger

Standard Conversion Includes:

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

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

9.1.2 Accounts Payable

Standard Conversion Includes:

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



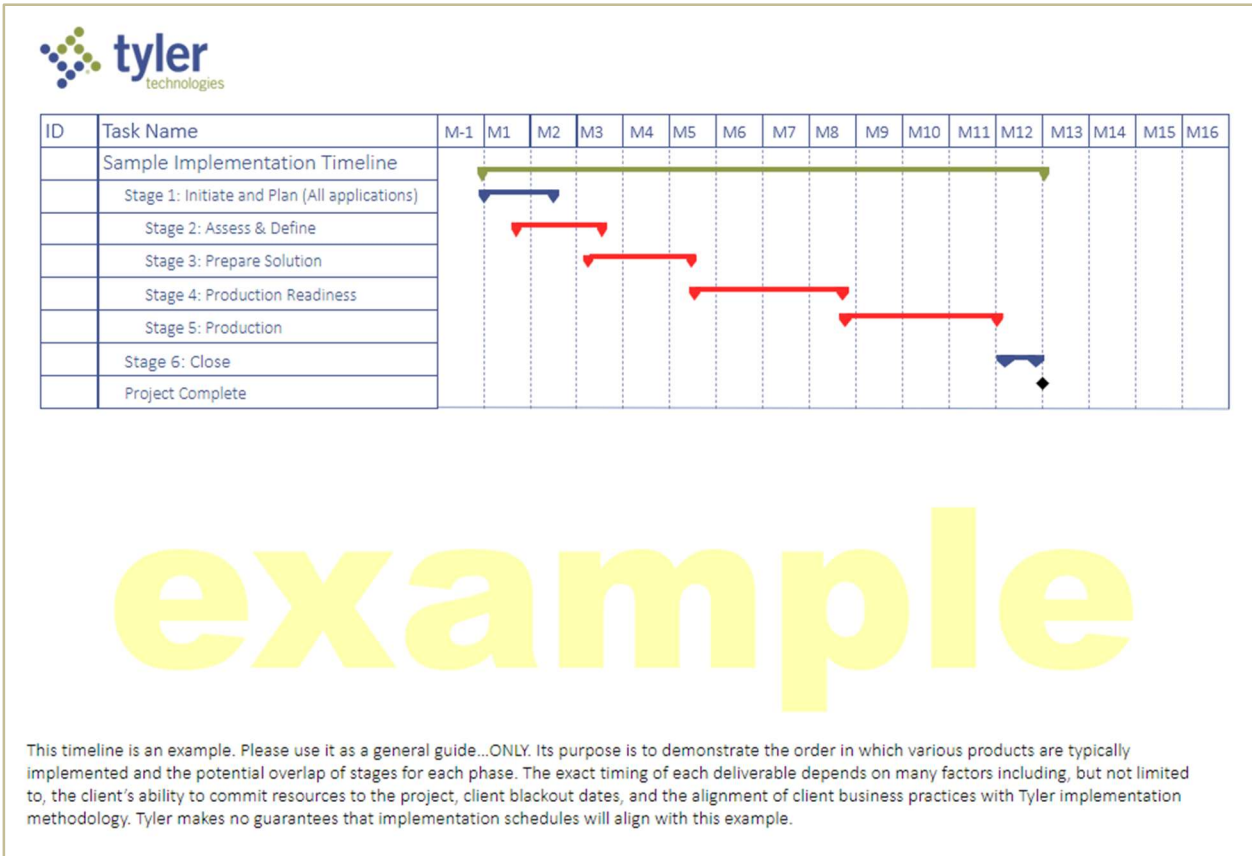
10. Additional Appendices

10.1 This work package is not applicable.



11. Project Timeline

11.1 ERP Pro Financial Management Timeline



11.2 This work package is not applicable.





Exhibit F
Tyler's Proposal

Tyler's Proposal is incorporated herein by reference.

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Exhibit G
Client's RFP

Client's RFP is incorporated herein by reference.

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AGENDA ITEM: 5c

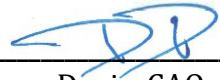
STAFF REPORT

MTG. DATE: May 15, 2026

TO: Board of Directors

DATE: May 15, 2026

FROM: Jean Savaree, Department Counsel

APPROVED BY: 
Doug Davis, CAO

SUBJECT: Resolution of the Board of Directors of the Central County Fire Department Authorizing Execution of an Agreement for a Joint Training Program Between the Central County Fire Department and the City of San Bruno

Recommendation:

It is recommended that the Board adopt the attached resolution (Attachment 1) authorizing execution of an agreement between the Central County Fire Department and the City of San Bruno pursuant to which the parties would continue to operate a joint training program.

Background:

In 2023, the Board approved Resolution 23-08, authorizing the execution of an agreement for a Joint Training program between the Central County Fire Department and the City of San Bruno. Since that time, staff from the Central County Fire Department and the City of San Bruno have continued to conduct joint training programs benefitting both agencies. Both parties wish to continue this partnership and have engaged in discussions regarding terms for a new agreement. The Agreement (Attachment 2) includes some language cleanup and a change to the title of the Administrative Assistant position named in the original agreement. The Administrative Assistant position (CCFD) was reclassified in December 2025, as recommended in the Classification and Compensation Study completed by CCFD. Attached for the Board's review and approval is the proposed Agreement for Joint Training between the Central County Fire Department and the City of San Bruno (the "Participating Agencies").

Terms of the Proposed Agreement:

If approved, the Agreement would have a commencement date of July 1, 2026, and continue until one of the Participating Agencies terminates its participation upon 180 days' notice, pursuant to Section 15, Termination or Withdrawal.

The scope of services to be provided per the Agreement is outlined in Section 2, Services Provided. It includes annual mandated training for fire suppression, EMS, and other all-risk

disciplines, as outlined by OSHA, NFPA, ISO, state and local regulatory bodies, and related training for personnel employed by the Participating Agencies. The Program will ensure that any and all continuing education requirements are offered to Participating Agencies' personnel to ensure certification and licensure maintenance and documentation of records via Vector Solutions or other approved recording systems. The Program shall provide EMS oversight, as required by CCR Title 22, controlled substance accountability, resupply, mandatory controlled substance audits, designated infection control officer (DICO), and EMS JPA Supervisor, as required by the San Mateo County EMSA JPA Contract.

Payment terms are outlined in Section 3, Invoices and Payment. It provides that Central County Fire will invoice the City of San Bruno on a quarterly basis for Program Costs, commencing on October 1, 2026, and San Bruno shall pay those invoices within forty-five (45) days.

The Agreement provides that the following staff for the Training Division shall be appointed by the Fire Chiefs of the Participating Agencies.

- a. Training Division Battalion Chief employed by Central County Fire to provide oversight for the Training Division.
- b. EMS Manager employed by Central County Fire to act as the EMS JPA Supervisor and provide EMS Training, and act as the DICO. The EMS Manager will be responsible for all EMS training for personnel of the Participating Agencies.
- c. Two Training Captains: one employed by Central County Fire, and one employed by the City of San Bruno, to deliver operations training, probationary testing, development of SOP's and SOG's, along with assisting the EMS Manager as needed.
- d. One Management Assistant employed by Central County Fire to perform all clerical work including documentation and scheduling.
- e. The Fire Chief of each Participating Agency has the authority to appoint temporary replacements for their Training Division Personnel who leave the Training Division. Temporary replacements would serve until a new individual is identified by a testing process established for the Program. (Section 4, Training Division Personnel).

The Agreement further provides that personnel assigned to the Training Division shall remain as employees of their respective Agencies, which shall be solely responsible for payment of all salary, benefits, and insurance. The Training Division Battalion Chief is required to approve overtime for CCFD personnel assigned to the Training Division. The Fire Chief for San Bruno or his designee shall approve overtime for the San Bruno Training Captain. (Sections 5, Employment of Training Division Personnel, and 6, Overtime Reimbursement).

Each Participating Agency shall provide the vehicles and safety gear it deems necessary for its personnel assigned to the Training Division. (Sections 7, Vehicles, and 8, Safety Equipment).

Program costs shall be reviewed annually and consist of 100% of the total compensation of the EMS Manager and Administrative Assistant and Program operations costs, which include training supplies, equipment, records documentation, specialized instructors, and other items directly related to providing the Program. The Program costs shall be allocated to each Participating Agency as follows:

- a. Training Division Battalion Chief - Employee of Central County Fire - no Program related costs are anticipated, but Participating Agencies agree to review and determine at the end of the first year of this Agreement whether cost impacts have occurred and, if so, to amend this Agreement to provide for payment of those agreed upon costs.
- b. EMS Manager - Employee of Central County Fire - position funded 30% by San Bruno and 70% by Central County Fire.
- c. Two Captains - Respectively employed by the City of San Bruno and Central County Fire - -no Program-related cost.
- d. Management Assistant - Employee of Central County Fire - position funded 30% by San Bruno and 70% by Central County Fire.
- e. All other Program Costs-funded 30% by the City of San Bruno and 70% by Central County Fire.
- f. Training Facility at Station 37 - No Program-related costs. (Sections 9, Program Costs, and 10, Allocation of Program Costs).

If Training Division Personnel are on long-term paid leave, the Fire Chiefs of the Participating Agencies shall meet and confer regarding how to staff the position during the term of the leave. (Section 11, Disability Leave or any Long-Term Leave).

Responsibility to conduct employee evaluations rests with the employees' respective Agency's direct supervisor. The Fire Chiefs of the Participating Agencies shall have the right to remove an individual from his or her position in the Training Division if he or she is performing at a substandard level. (Sections 12, Employee Performance, and 13, Employee Evaluations).

Training Division Personnel may elect to return to a position in their respective Agency after a term of two (2) years and may formally request a reassignment under specific conditions. (Section 14, Training Division Term Commitment (out clause)).

If the Agreement is approved, each Participating Agency will be required to maintain general commercial and automobile liability insurance with the other Participating Agency named as an additional insured. Neither Participating Agency will be responsible for acts or omissions of the other Participating Agency's officers or employees and will not incur any liability arising out of the services of the other Participating Agency's officers or employees. Except for those claims arising out of willful misconduct, each Participating Agency will be obligated to hold harmless and indemnify the other parties, their elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of each Participating Agency's performance of this Agreement, and each Participating Agency agrees to defend the other parties, their elected and appointed

officials, employees, and agents against any such claims. (Sections 17, Indemnity, and 18, Insurance).

The Agreement makes clear that it is the intent of the Participating Agencies to establish only a cost-sharing arrangement with regard to the training program and not to create a joint powers agency, partnership, joint venture, or joint enterprise of any kind. (Section 19, Not a Joint Venture or Joint Powers Authority).

Should any dispute arise, either Participating Agency may request that it be submitted to mediation. The cost of mediation shall be borne equally by the parties. Neither party is permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. (Section 24, Mediation Prior to Litigation).

Fiscal Impact

The Joint Training agreement will provide \$171,430 in revenues to the General Fund.

Conclusion

Staff recommends that the Board review the proposed Agreement and adopt the Resolution authorizing its execution.

Attachments:

1. Resolution Authorizing Execution of an Agreement for Joint Training Program Between the Central County Fire Department and the City of San Bruno
2. Agreement for Joint Training Program Between the Central County Fire Department and the City of San Bruno

RESOLUTION NO. 26-10

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENTRAL COUNTY FIRE DEPARTMENT
AUTHORIZING EXECUTION OF AN AGREEMENT FOR A JOINT TRAINING PROGRAM BETWEEN
THE CENTRAL COUNTY FIRE DEPARTMENT AND THE CITY OF SAN BRUNO**

RESOLVED, by the Board of Directors of the Central County Fire Department, County of San Mateo, State of California that,

WHEREAS, the Central County Fire Department and the City of San Bruno have successfully operated a joint operational training program since 2022; and

WHEREAS, the Central County Fire Department and the City of San Bruno wish to continue this joint training program pursuant to the terms and conditions enumerated in the attached agreement; and

WHEREAS, the Board of Directors of the Central County Fire Department finds the terms and conditions of the agreement to be acceptable.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Central County Fire Department authorizes execution of the Agreement for a Joint Training Program between the Central County Fire Department and the City of San Bruno.

Approved at a special meeting of the Board of Directors of the Central County Fire Department held at Hillsborough Town Hall this 15th day of May 2026.

SIGNED: _____
Peter Stevenson, Board Chair

ATTEST: _____
Rubina Ellam, Board Clerk

I hereby certify that the foregoing is a true and correct copy of Resolution 26-10 adopted by the Board of Directors of the Central County Fire Department, at a special meeting held on the 15th day of May 2026, by the following vote of the members thereof:

AYES:	Board Members:	_____
NOES:	Board Members:	_____
ABSENT:	Board Members:	_____
ABSTAIN:	Board Members:	_____

AGREEMENT FOR JOINT TRAINING PROGRAM BETWEEN THE CENTRAL COUNTY FIRE DEPARTMENT AND CITY OF SAN BRUNO

This Agreement for Joint Training Program (the "Agreement") is entered into as of July 1, 2026 by and between the City of San Bruno, a municipal corporation ("San Bruno"), and Central County Fire, a Joint Powers Authority ("Central County Fire"), collectively "Participating Agencies."

RECITALS

WHEREAS, the Cities of Belmont, Foster City, Millbrae, San Bruno, San Mateo, and Central County Fire Department, for a number of years operated a Joint Operational and Emergency Medical Services (EMS) training program (the "Program or Training Division"); and

WHEREAS, Central County Fire has provided fire and emergency medical services to the City of Millbrae under a contract entered into on December 29, 2014; and

WHEREAS, in 2019 the Belmont Fire Protection District ("District"), the City of Foster City, and City of San Mateo entered into a Joint Powers Authority Agreement creating the San Mateo Consolidated Fire Department to provide fire and emergency services within their jurisdictions and in 2022 withdrew from the Program and;

WHEREAS, the Participating Agencies wish to continue operating the Program after the expiration of the current agreement and to clearly delineate each Participating Agency's responsibilities for the Program and staffing for the Training Division; and

Based upon these Recitals, the Participating Agencies agree as follows:

AGREEMENT

1. Term of Agreement: The term of this Agreement shall commence on July 1, 2026 and continue until terminated pursuant to Section 13, Termination or Withdrawal. The Participating Agencies agree that during its term, the Agreement shall be reviewed annually and amended if the Participating Agencies agree that amendments to its terms are required.

2. Services Provided: The Training Division pursuant to paragraph 4 of this Agreement shall provide the Program services, which include annual mandated training for firesuppression, EMS and other all-risk disciplines, as outlined by OSHA, NFPA, ISO, state and local regulatory bodies, and related training for personnel employed by the Participating Agencies. The Program will ensure that all continuing education requirements are offered to Participating Agencies' personnel to ensure certification and licensure maintenance and documentation of records via Vector Solutions or other approved recording systems. The Program shall provide EMS oversight, as required by CCR Title 22, controlled substance accountability, resupply, mandatory controlled substance audits, designated infection control officer (DICO) and EMS JPA Supervisor, as required by the San Mateo County EMSA JPA Contract.

3. Invoices and Payment: Central County Fire will invoice the City of San Bruno

on a quarterly basis commencing on October 1, 2026, for Program Costs, beginning on July 1, 2026, pursuant to the payment calculations set forth in Sections 9 and 10 of this Agreement. San Bruno shall, within forty-five (45) days from the date of the invoice, pay to Central County Fire, the amount reflected in the invoice received.

4. Training Division Personnel: Staff for the Training Division shall be appointed to the following positions by the Fire Chiefs of the Participating Agencies.

a. A Training Division Battalion Chief employed by Central County Fire will provide oversight for the Training Division.

b. An EMS Manager employed by Central County Fire will act as the EMS JPA Supervisor and provide EMS Training, and act as the DICO. The EMS Manager will be responsible for all EMS training for personnel of the Participating Agencies.

c. Two Training Captains: one employed by Central County Fire, and one employed by the City of San Bruno will deliver operations training, probationary testing, development of SOP's and SOG's along with assisting the EMS Manager as needed.

d. One Management Assistant employed by Central County Fire will be responsible for all clerical work including documentation and scheduling.

e. The Fire Chief of each Participating Agencies shall appoint temporary replacements for its employees who leave the Training Division. Temporary replacements will serve until a new individual is identified by a testing process established for the Program.

5. Employment of Training Division Personnel: Personnel assigned to the Training Division shall remain as employees of their respective Agencies which shall be solely responsible for payment of all salary, benefits and insurance for their personnel assigned to the Training Division, who shall be considered solely employees of their Agencies, for all supervisory, disciplinary and other employment related purposes. The assigned personnel shall not be entitled to any benefits or other employment rights with the other Participating Agency with regard to services provided under this Agreement.

6. Overtime Reimbursement: The Training Division Battalion Chief will approve overtime for Central County Fire personnel assigned to the Training Division. The Fire Chief for San Bruno or his designee will approve overtime for City of San Bruno Training Captain. Training Division Personnel may work overtime as provided in their respective MOU's and/or rules and regulations.

7. Vehicles: Each Participating Agency shall provide vehicles deemed necessary for its personnel assigned to the Training Division.

8. Safety Equipment: Each Participating Agency shall provide all the appropriate safety gear for its personnel assigned to the Training Division. Repair and replacement of this safety equipment shall fall onto the respective employee's Agency.

9. Program Costs:

a. Program costs consist of 100% of the total compensation of the EMS Manager, Management Assistant and Program operations costs which include training supplies, equipment, records documentation, specialized instructors, and other items directly related to providing the Program ("Program Costs").

b. Program Costs will be reviewed each year. On or before February 1st each year, the Central County Fire shall provide the City of San Bruno with the annual Program Costs which will be effective on July 1st each year. The annual Program Costs will reflect changes in total compensation of Training Division personnel and projected operations costs for the fiscal year commencing on July 1 and ending on the following June 30.

10. Allocation of Program Costs: The Program Costs shown in Exhibit A shall be allocated to each Participating Agency as follows:

a. Training Division Battalion Chief-Employee of Central County Fire - No Program related costs are anticipated but Participating Agencies agree to review and determine at the end of the first year of this Agreement whether cost impacts have occurred and, if so, to amend this Agreement to provide for payment of those agreed upon costs.

b. EMS Manager-Employee of Central County Fire -position funded 30% by City of San Bruno and 70% by Central County Fire.

c. Two Captains- Respectively employed by the City of San Bruno and Central County Fire - No Program related cost.

d. Management Assistant-Employee of Central County Fire-Position funded 30% by City of San Bruno and 70% by Central County Fire.

e. All other Program Costs-Funded 30% by the City of San Bruno and 70% by Central County Fire.

f. Training Facility at Station 37-No Program related costs.

10. Disability Leave or Long-Term Leave: If Training Division Personnel are on long-term paid leave, the Fire Chiefs of the Participating Agencies shall meet and confer regarding how to staff the positions during the term of the leave.

11. Employee Performance: The Fire Chiefs of the Participating Agencies shall have the right to Training Division Personnel from their positions in the Training Division if they are performing at a substandard level. Every attempt should be made to correct the substandard behavior prior to removal from the Program.

12. Employee Evaluations: Employee evaluations shall be conducted for Training Division Personnel by the employees' direct supervisors at their respective Agency. This evaluation may be shared with the Fire Chiefs, at their request.

13. Training Division Term Commitment (Out Clause): Training Division Personnel may elect to return to positions in their Participating Agencies after a term of two (2) years. This term can be modified with a mutual agreement between the employee and the Participating Agency's Fire Chief. Training Division Personnel may formally request a reassignment under any of the following conditions:

- a. There is an opening for the position held prior to the assignment in the Training Division.
- b. The employee is retiring or resigning from employment with his or her Participating Agency.
- c. The employee can no longer perform the duties of the Training Division due to injury that requires specific job accommodations.
- d. The request for reassignment shall be made when the opening occurs.
- e. The request shall be in writing to the Fire Chief of the employee's Agency.
- f. The employee has applied for and been selected for promotion.
- g. The MOU of each Participating Agency will take precedence.

14. Termination or Withdrawal: At any time with or without cause, a Participating Agency may terminate its participation in this Agreement and withdraw from the Program by giving at least 180 days prior written notice to the other Participating Agency. The Participating Agency that withdraws shall be liable for its share of Program Costs to the end of the current fiscal year.

15. Responsibility: Participating Agency shall not be responsible for acts or omissions of another Participating Agency's officers or employees and shall not incur any liability arising out of the services of the other Participating Agency's officers or employees.

16. Indemnity: Except for those claims arising out of willful misconduct, each Participating Agency agrees to hold harmless and indemnify the other Participating Agency, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of each Participating Agency's performance of this Agreement, and each Participating Agency agrees to defend the other Participating Agency, its elected and appointed officials, employees, and agents against any such claims.

17. Insurance: Each Participating Agency shall provide and maintain:

- a. Commercial General Liability Insurance, occurrence form, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

21. Waiver: No failure on the part of any Participating Agency to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Agency may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

22. Non-Discrimination: Each Participating Agency warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither Participating Agency nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

23. Mediation Prior to Litigation: Should any dispute arise out of this Agreement, either Participating Agency may request that the dispute be submitted to mediation. The Participating Agencies shall meet in mediation within 60 days of a request. The mediator shall be mutually agreed to; in the absence of an agreement, each Participating Agency shall submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the Participating Agencies. Neither party shall be deemed the prevailing party. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached but not more than 60 days, unless the maximum time is extended by the parties. Neither Participating Agency shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement.

24. Governing Laws and Venue: This Agreement shall be governed by the laws of the State of California, and, in the event of litigation, venue will be in the County of San Mateo.

25. Authority to Enter Agreement: Each Participating Agency warrants that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each Participating Agency to abide by the terms and conditions of this Agreement.

26. Entire Agreement: This Agreement constitutes the complete and exclusive statement of the Agreement between the Participating Agencies. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each Participating Agency to be bound, shall be binding on any of the Participating Agencies.

IN WITNESS WHEREOF, the Participating Agencies have executed this Agreement as the date indicated on page 1 (1).

ATTEST:

Central County Fire Department
A Joint Powers Authority of the State of
California

By: _____

Rubina Ellam, Board Clerk

By: _____

Doug Davis, Chief Administrative Officer

ATTEST:

City of San Bruno
A municipal corporation of the State of California

By: _____

City Clerk, City of San Bruno

By: _____

Alex McIntyre, City Manager

Exhibit A

Training Division Program Costs FY 26-27

EMS Manager	\$258,841
Management Assistant	\$204,239
Training EMS	\$60,197
Training OPS	\$48,157
Total	\$571,434
San Bruno 30%	\$171,430