



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions 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 License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Coppell, Texas.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. The parties acknowledge that such functional descriptions are based on the functional requirements document included in the Client’s Request for Proposal. 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.
- **“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 on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, or natural disaster.
- **“Investment Summary”** or quote means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work” or “SOW”** 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 provided at Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to ExecuTime Software, LLC.



- **“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 – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a royalty-free license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us a mutually agreed upon amount for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation.  
**The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. The parties understand and agree that those professional services fees shall not be exceeded, except by mutual agreement of the parties, for the scope of work established as of the Effective Date. 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 hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, 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 (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. 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 the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

## SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## SECTION E – THIRD PARTY HARDWARE

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware. You acknowledge that we are not the manufacturer of the Third Party Hardware. We do not warrant or guarantee the performance of the Third Party Hardware. However, we grant and pass through to you any warranty that we may receive from the supplier of the Third Party Hardware.

## SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and

only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION G – TERMINATION**

1. For Cause. If you believe we have materially breached this Agreement, Client may terminate this Agreement for cause upon thirty (30) days' written notice to Tyler, provided that Tyler does not cure, or create a mutually agreeable plan to address, the material breach within thirty (30) days of receiving notice of such breach. In the event of such 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 shall be subject to the dispute resolution process set forth in Section I(3).
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been

avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

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

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

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR**



**LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** Client is tax exempt.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect



to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated



by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. We agree not to identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that, to the extent allowed by law, it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. 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.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. 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.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy

Exhibit C  
Exhibit D

Schedule 1: Business Travel Policy  
Maintenance and Support Agreement  
Statement of Work

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

Tyler Technologies, Inc.

City of Coppell

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

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

Address for Notices:

City of Coppell  
255 Parkway Boulevard, P.O. Box 9478  
Coppell, TX 75019  
Attention: \_\_\_\_\_



## **Exhibit A**

### **Investment Summary**

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

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Quoted By: David Carl  
 Date: 2/22/2017  
 Quote Expiration: 8/6/2017  
 Quote Name: City of Coppell-ERP-Executime  
 Quote Number: 2017-26268  
 Quote Description: City of Coppell Executime Software Quote v3 022017

### Sales Quotation For

City of Coppell  
 255 Parkway BlvdPO Box 9478  
 Coppell, Texas 75019  
 Phone (972) 462-0222

### Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Additional:</b>						
Executime Time & Attendance Import License	\$5,145.00	0 @ \$1,275.00	\$0.00	\$0.00	\$5,145.00	\$1,030.00
Executime Time & Attendance License up to 500 Emp	\$26,500.00	0 @ \$1,275.00	\$0.00	\$0.00	\$26,500.00	\$5,300.00
Executime Time & Attendance Mobile License	\$5,075.00	0 @ \$1,275.00	\$0.00	\$0.00	\$5,075.00	\$1,015.00
<b>TOTAL:</b>	<b>\$36,720.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$36,720.00</b>	<b>\$7,345.00</b>

### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Executime Time & Attendance Implementation	29	\$1,275.00	\$0.00	\$36,975.00
Shipping of Biometric/Proximity Device to customer	24	\$15.00	\$0.00	\$360.00
<b>TOTAL:</b>				<b>\$37,335.00</b>

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Biometric/Proximity Device	24	\$2,995.00	\$0.00	\$71,880.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$71,880.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$71,880.00</b>			<b>\$0.00</b>

**Summary****One Time Fees****Recurring Fees**

Total Tyler Software	\$36,720.00	\$7,345.00
Total Tyler Services	\$37,335.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$71,880.00	\$0.00
<b>Summary Total</b>	<b>\$145,935.00</b>	<b>\$7,345.00</b>
<b>Contract Total</b>	<b>\$153,280.00</b>	
<b>(Excluding Estimated Travel Expenses)</b>		
<b>Estimated Travel Expenses</b>	<b>\$12,330.00</b>	

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

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Comments**

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.



## Exhibit B

### Invoicing and Payment Policy

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

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

1. Tyler Software.
  - 1.1 *License Fees:* License fees are invoiced 100% on the Effective Date.
  - 1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for the one (1) year period beginning on the Effective Date. Year 2 and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Increases to annual maintenance and support fees shall not exceed 5% per year over the prior year, for the first four (4) annual renewals. Your fees for each subsequent year will be set at our then-current rates.
2. Professional Services.
  - 2.1 *Professional Services (including training):* Services fees are invoiced 50% at time of order and prior to commencement of project. Remaining 50% are due upon the completion of the following milestones:
    - 2.1.1 20% Due at project design/hardware install;
    - 2.1.2 10% Due at integration & training; and
    - 2.1.3 10% Due at Go-Live, not to exceed November 2017 as set forth in the SOW.
    - 2.1.4 10% Due at Final Acceptance.

As used herein, Final Acceptance shall be construed as follows:

Client will have a minimum of thirty (30) calendar days to test the System in in a live production environment for any Defects and to verify that all Services have been completed and that the Tyler Software and Third Party Products conform to the Documentation (the Project Requirements). If there are no Defects identified during post-live testing or any outstanding Project Requirements, Client shall issue "Final Acceptance." Upon Final Acceptance of the last Phase of the project, Client shall also grant "Project Closure." If Client determines that there is a Defect or outstanding Project Requirement, Client will notify Tyler in writing. Tyler will correct the Defect(s) and resolve outstanding issues or provide a mutually agreeable plan for future resolution of any Defect(s) or Project Requirement. Upon resolution, Client may repeat the post-live testing for a mutually agreeable time period, not to exceed fifteen (15) days. This procedure shall repeat until all Defects have been resolved and Project Requirements satisfied or the Client and Tyler in their reasonable discretion mutually agree to an alternative schedule for issue resolution and the Client issues Final Acceptance.





3. Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

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

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

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

**B. Baggage Fees**

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

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

**2. Ground Transportation**

**A. Private Automobile**

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations.



Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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



## Exhibit C

### Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours (Monday through Friday, 7AM central time through 6PM central time, excepting holidays), up to the maximum number of hours per module as set forth in the Investment Summary;
  - 3.3 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;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; (f) maintenance and support of an operating system or hardware, unless you are a hosted customer; (e) support outside our normal business hours as listed above; or (f) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.



**Exhibit D**  
**Statement of Work**

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# STATEMENT OF WORK

*Time and Attendance and Scheduling*



**Prepared For: City of Coppel**

**February 22, 2017**

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## **SECTION A: Executive Summary**

### **Project Overview**

City of Coppell (“City”) intends to utilize ExecuTime Software, LLC through a contract with Tyler Technologies to provide Time & Attendance and Scheduling solutions throughout the City. The project will result in the implementation of an integrated Workforce Management system that will integrate Tyler Technologies Payroll application, and support the City’s workforce policies and activities, take advantage of best practices, and significantly improve the efficiency and effectiveness of City’s processes related to employee timekeeping.

### **Project Criteria for Success**

The City has defined the following project success factors that represent primary goals for the project and will be used to communicate both the expected benefit of the savings and the vision for the City.

- Streamline business processes to improve efficiencies and employee productivity
- Reduce duplicate data entry
- Increase employee data accuracy
- Enable appropriate information to be shared among departments
- The project is conducted in an open, communicative, and cooperative manner
- Establish clear, unbiased decision making criteria and communicate the decision making process
- Ensure that the unique needs of the City are defined and communicated with the vendors: ExecuTime Software and Tyler Technologies.
- Vendor solutions incorporate best practices
- Obtain buy-in from key City stakeholders early in the process
- Consider end-user input in the decision-making process to ensure long term acceptance of changes to business process and systems

### **Project Scope**

The project scope in this document will act as preliminary plan until further understanding of the City’s current procedures are obtained by ExecuTime solution architect(s) and a delivery process for the subsequent implementation project can be established.

This Scope of Work document includes:

- An overview of system functionality
- Project Approach
- Assurances for the City

### Module Scope and Phasing

The scope of modules included in this project includes the following ExecuTime and Payroll software products that will be jointly analyzed as it relates to time and attendance design/business process review. The ExecuTime implementation will take place in advance of the Payroll/HR phase of the Payroll implementation timeline.

Phase	Functional Areas	Modules/Activity	Start Date	Completion Date	Assumptions	Control Point/Deliverable
1	<b>ExecuTime Project Scope</b>	<ul style="list-style-type: none"> <li>ExecuTime™ Software contract executed</li> <li>ExecuTime Time &amp; Attendance, licenses granted</li> </ul>	February 2017	March 2017		<ul style="list-style-type: none"> <li>Application EAR file delivered</li> </ul>
2	<b>ExecuTime Solution Design &amp; Hardware Installation</b>	<ul style="list-style-type: none"> <li>ExecuTime Design/Project Plan finalized and accepted</li> <li>ExecuTime software installed and configured</li> </ul>	March 2017	June 2017	<ul style="list-style-type: none"> <li>Flat file exchange with New World</li> </ul>	<ul style="list-style-type: none"> <li>Stakeholder Kick Off Meeting</li> <li>Acceptance of project plan timelines</li> <li>Acceptance of solution design &amp; application specification document</li> <li>Hardware Install with basic application URL available</li> </ul>
3	<b>Integration &amp; Training</b>	<ul style="list-style-type: none"> <li>ExecuTime training complete</li> <li>ExecuTime go-live checklist tasks documented</li> </ul>	May 2017	Nov 2017		<p>Acceptance of integration data points:</p> <ul style="list-style-type: none"> <li>Employee Demographics</li> <li>Leave Accrual Balances</li> <li>Project Costing (if applicable)</li> <li>Payroll Export of timecard data</li> </ul> <p>Sign off for completed training sessions:</p> <ul style="list-style-type: none"> <li>Administration Training</li> <li>Supervisor Training</li> <li>End User Employee Training</li> <li>Payroll Export and Time Balancing Training</li> <li>Clock Device Configuration Training</li> </ul> <p>Authorization to proceed to prod ready:</p> <ul style="list-style-type: none"> <li>Sign Off on final go live checklist</li> </ul>
4	<b>ExecuTime, Production</b>	<ul style="list-style-type: none"> <li>ExecuTime deployment complete</li> <li>Post-live support</li> </ul>	Nov 2017	Nov 2017		<ul style="list-style-type: none"> <li>Acceptance of three (3) full pay period of time card data</li> <li>Hand off to customer care</li> </ul>

#### Data Conversion Scope

The implementation of ExecuTime assumes there will be no data conversion of history from prior timekeeping records.

### Standard Import and Export Scope

The standard file layouts and methods will be used for each interface. For each standard interface, ExecuTime requires an active support agreement with the Payroll system and for the City to be on a version actively supported by the manufacturer/developer of the product installed.

Authentication Method:

1. Kerberos Active Directory

Standard Imports from Payroll to ExecuTime:

1. Employee Import/Sync
2. Leave Accrual Balance Import/Sync
3. Job Costing Import/Sync

Standard Exports from ExecuTime to Payroll:

1. Pay period end time card detail

### Feature Enhancement(s)

State any feature enhancement details here.

- City Responsibilities include:
  - Establish a design person or team (subject matter expert) for this feature
  - Design person/team attends all established project calls
  - Design team members contribute input for:
    - Functional requirements of each feature
    - Main flow of events for each feature
    - Exception scenarios for each feature
    - Special requirements for each feature
  - Design team reviews proof of concept and provides approval

### Deliverables

ExecuTime will provide the Deliverables identified throughout this statement of work. Deliverables will be submitted as a work product for City.

Deliverable	Purpose
<b>Implementation Kick Off with Management Plans</b>	Guide & manage a successful implementation
<b>ExecuTime™ Software licensing</b>	Provide City employees with ExecuTime access
<b>Project Plan</b>	Guide & manage a successful implementation
<b>Timekeeping questionnaire</b>	Facilitate effective communication & knowledge sharing for use in solution design & system configuration
<b>System Solution Design document</b>	Facilitate agreement on the interpretation of the questionnaires and discussions referenced above

<b>Deliverable</b>	<b>Purpose</b>
	& to guide agreed upon system configuration
<b>Training session definitions</b>	Assist project teams in identifying the appropriate attendees for each training session
<b>User/Administration product manuals</b>	Provide an educational resource to the City administrators & users
<b>Integration/Training/Testing</b>	Formal user acceptances document for the following: <ul style="list-style-type: none"> <li>• Delivery of Integration Data points</li> <li>• Delivery of Successful system configuration/administration setup</li> <li>• Delivery of All Training</li> <li>• Delivery of successful payroll test(s)</li> </ul> Acceptance to proceed to go live phase
<b>Go Live checklist</b>	Guide & manage a successful implementation Solution Design Document Delivery
<b>ExecuTime in Production</b>	Acceptance of successful payroll processing Hand off to application support team

## **SECTION B: Project Governance**

### **High Level Roles and Responsibilities**

#### **EXECUTIME RESPONSIBILITIES**

Successful projects require rigorous planning and control. A key part of the ExecuTime Professional Services implementation process is the planning, staffing and management of each project. For each project, ExecuTime will assign a Project Manager. The primary objective is a successful implementation with astounding City satisfaction.

ExecuTime recognizes the importance of working closely with City personnel during this project. The knowledge, effort and cooperation of City personnel are a key requirement for a success. The knowledge and expertise of the ExecuTime Project Team combined with City expertise and experience with their business application(s) will provide a productive, highly refined team. ExecuTime believes that the successful completion of this project will depend on these key elements:

- Provide Demo's, trainings and any assistance during the scope identification phase to ensure that city team has a good understanding of the software.

- Successfully configure, Integrate and Deploy ExecuTime software.
- Successfully complete end to end testing and 3 Parallel testing cycles and resolve all the issues identified during these cycles.
- Successfully provide training to all the users identified during the implementation.
- Utilization of proven ExecuTime project management techniques.
- A disciplined phased approach. City and ExecuTime project managers will jointly define all target dates and deadlines.
- Active participation by the skilled, dedicated team professionals from both City and ExecuTime. ExecuTime will provide project management for the ExecuTime responsibilities. The objective of the task is to establish a framework for project communications, reporting, procedural and contractual activity. The ExecuTime Project Manager will be responsible for this task. Under this task the following will be performed:
  - Review the project scope and contractual responsibilities of both parties with the City Project Manager.
  - Coordinate the establishment of the project environment.
  - Monitor and track progress and report progress to the City Project Manager.
  - Work with the City Project Manager to establish a process to surface and resolve problems or issues that will impact the project schedule.
  - Resolve deviations from the project scope with the City Project Manager.
  - Review the project success with the City Project Manager.
  - Review completion.

#### CITY RESPONSIBILITIES

- Payroll system is already installed and in working order. We are not planning to do any changes to NW. Any issues with the Standard Payroll interface will be addressed by Tyler Technologies.
- City will identify users for skill transfer.
- City will provide suitable workspace and telephone access for the ExecuTime Implementation Team during onsite visits.
- City will provide a list Supervisors and Payroll Processors and the appropriate Dept/Div combinations for these personnel.
- City is responsible for making any procedural or operational changes that result from this project and training their personnel on such changes.
- City will make personnel available when needed to provide the information required regarding the current system, information to implement the required interfaces to that system and the definition of standards and procedures.
- City is responsible for providing ExecuTime personnel sufficient software security access to the payroll system database and ExecuTime Web Server (both onsite and remotely) to install and customize ExecuTime for the duration of this project.
- City is responsible for the connection of any remote sites to the main site and to send that traffic over to the router to the inside interface.
- City will provide samples of current time cards and print screens of sample hourly and salary employee from current payroll system.
- City is responsible for all wiring, mounting, communications issues etc. for clock devices. Customer will be trained on configuring the clock devices and installation of clocks devices at customer locations is customer's responsibility.



- City is responsible for all security and connectivity issues related to the ExecuTime Server.

The Tyler Project Manager will serve as the primary point of contact for the City and ExecuTime. Tyler and ExecuTime will work together to identify, coordinate and schedule key tasks. The ExecuTime Project Manager will work directly with the City Project Manager for detailed scheduling, tasks, and status meetings.

City Project Manager	Tyler ExecuTime Project Manager
<ul style="list-style-type: none"> <li>• Working with the Tyler ExecuTime Project Manager</li> <li>• Reviewing and approving all project deliverables</li> <li>• Monitor and manage overall project risks</li> <li>• Managing and updating City tasks on the project plan</li> <li>• Ensuring City infrastructure is suitable for project requirements</li> <li>• Works with the Tyler, ExecuTime and City Project Team Members to ensure tasks are completed and decisions are made in a timely fashion</li> <li>• Escalate outstanding issues for approval within City</li> <li>• Scheduling City resources for implementation tasks and training days This includes but is not limited to personnel, equipment and training rooms (may be done with the assistance of administrative staff)</li> <li>• Coordinating with the Technical Team to ensure City tasks are</li> </ul>	<ul style="list-style-type: none"> <li>• Shares responsibility for project success with City Project Manager</li> <li>• Coordination of all ExecuTime resources and activities across all modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing</li> <li>• Monitor and manage overall project</li> <li>• Managing and updating ExecuTime tasks on the project plan</li> <li>• Communicate regularly with the Tyler and City Project Manager</li> <li>• Works with the ExecuTime and City Project Team Members to ensure tasks are completed and decisions are made in a timely fashion.</li> <li>• Escalate outstanding issues for approval within ExecuTime</li> <li>• Monitor project quality</li> </ul>

<p>performed and completed as scheduled</p> <ul style="list-style-type: none"> <li>• Coordinates Change Orders on all approved decisions impacting the scope of the contract, as agreed upon by the City, Tyler ExecuTime Project Team</li> <li>• Monitoring scheduled class attendance</li> <li>• Maintaining team contact numbers, email lists, and regular communications</li> <li>• Acting as point of contact for Tyler ExecuTime for staffing and delivery matters</li> <li>• Escalating issues per the approved Issue Resolution Plan</li> <li>• Manages the City Project Team</li> </ul>	<ul style="list-style-type: none"> <li>• Facilitates weekly project status meetings</li> <li>• Develop and provide a written weekly status report to City Project Manager</li> <li>• Coordinates Change Orders on all approved decisions impacting the scope of the contract, as agreed upon by the City and ExecuTime Project Team</li> <li>• Maintaining the project plan in collaboration City Project Manager</li> <li>• Manages the ExecuTime Project Team</li> <li>• Attend Tyler training sessions where applicable and beneficial to project success</li> </ul>
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### **Project Management & Assurance:**

Project Assurance is defined as the process of continual audit of the project management method and the execution of the project. One assurance role leader (Project Manager) will be named by ExecuTime and the City during the initial project kick off. Both assurance leaders (Project Managers) will work jointly to accomplish the key results described below.

Project Assurance looks at the integrity and viability of the project and ensures:

- Adherence to the Business Case
- Constant reassessment of value-for-money.
- The project remains viable
- The Project stays within scope
- Focus on the business need is maintained
- Applicable standards are being used
- Adherence to quality assurance standards
- That the right people are involved in the project
- Internal and external communication is effective

- There is still a need for the project (assessed against changes in the external environment)

The primary responsibilities of the Project Assurance role are:

- Provide assistance to the Project Team in planning, monitoring and controlling the project.
- Attend project initiation, stage assessment, project closure and team checkpoint meetings as appropriate.
- Review and sign off the project deliverables.
- Recommend improvement to existing or new processes to the project board for decision.
- Assess the impact of user exceptions.
- Advise the Project Manager of any plan deviations.
- Provide assurance to the project sponsor that the project is likely to deliver the benefits outlined in its business case.

The City's Project Manager will coordinate City project team members, City subject matter experts, and the overall implementation schedule and serve as the primary point of contact with ExecuTime.

Party	Resource	Phase	Title
City	TBD	All	Project Manager
ExecuTime	TBD	All	Project Manager

#### **Project Team:**

Both ExecuTime and the City commits to establish internal project teams to manage business process decisions and module design plans. The City may request a change to the ExecuTime Project Team if needed.

Each Project Team will be comprised of adequate internal resources and subject matter experts during the design, test, and deployment phases of feature development based on the agreed timelines. This includes providing input during scheduled brainstorm sessions, assisting with use case construction and testing proof of concept design.

City Project Team	ExecuTime Project Team
<ul style="list-style-type: none"> <li>▪ Making business process changes recommendations under time sensitive conditions</li> <li>▪ Attending and contributing business process expertise for As-Is, To-Be and the Static Environment Testing sessions</li> <li>▪ Identifying and communicating to City Project Team any additional</li> </ul>	<ul style="list-style-type: none"> <li>• Reviewing module options and assisting in configuration of module design plans</li> <li>• Providing confident recommendations regarding configuration decisions and business process best practices based on their experience and expertise implementing ExecuTime</li> </ul>

<p>training needs or scheduling conflicts</p> <ul style="list-style-type: none"> <li>▪ Complete assigned tasks</li> <li>▪ Kick-Off Planning and Coordination</li> <li>▪ Attend all scheduled sessions</li> <li>▪ Participate in Change Management Activities</li> <li>▪ Conduct new business process trainings</li> <li>▪ Customization Specification, Demonstrations, Testing and Approval</li> <li>▪ End User Training</li> <li>▪ Parallel Testing and/or Trial Run Testing</li> <li>▪ User Acceptance</li> <li>▪ Complete all work by the due dates defined in the project plan</li> <li>▪ Demonstrating competency with ExecuTime products processing prior to GO LIVE</li> <li>▪ Develop skills to become staff trainers on areas of expertise</li> </ul>	<p>software products with similar organizations</p> <ul style="list-style-type: none"> <li>• Effectively facilitating training sessions and discussions with City and ExecuTime staff to ensure the appropriate agenda topics are adequately discussed in the allotted time</li> <li>• Testing functionality with City (base, customizations, interfaces)</li> <li>• Performing problem solving and troubleshooting</li> <li>• Provide City staff with reasonable estimates for the amount of time that should be planned to complete each work task</li> <li>• Keeping both City and ExecuTime Project Managers apprised of any and all issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or that could adversely impact the success of the project</li> </ul>
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### **Change Management:**

As the prime vendor, Tyler Technologies will provide high level change management through it's implementation methodology and assist the City with areas to consider to manage change, but no additional services have been contracted to address organization/human change management for the City.

### **City Technical Team:**

The City's technical team will be responsible for all hardware connectivity, overall system security and integration connectivity tasks. The City is responsible for maintaining and ensuring the integrity of data in regards to ExecuTime post go live. This includes maintaining database backups, maintaining server backups, maintaining Windows operating systems and other areas related to the customer's server.

Additional responsibilities of the City Include:

- City is responsible for the connection of any remote sites to the main site and to send that traffic over to the router to the inside interface.
- City is responsible for all wiring, mounting, communications issues etc. for clock devices. Customer will be trained on configuring the clock devices and installation of clocks devices at customer locations is customer's responsibility.

- City is responsible for all security and connectivity issues related to the ExecuTime Server.

### **ExecuTime Executive Oversight**

The successful completion of any project depends upon the careful execution of a well-structured and detailed plan. This plan must be developed based upon a collective agreement of objectives and well-defined goals. It is the attainment of these goals, which marks the successful end of any given effort. Should issues arise that require escalation the following Executive will be readily available for the City.

Resource	Title
Kathy Thomas	Director of Professional Services
Jamie Burns	Manager of Timekeeping Implementation

### **ExecuTime Customer Care Manager**

The ExecuTime Customer Care Manager will become an escalation resource following go-live should any issue require immediate attention.

Resource	Title
Jim McMains	Manager of Technical Support

The Customer Care team are offsite resources responsible for:

- Managing incoming City issues via phone, email and online City incident portal
- Documenting and prioritizing issues in Client Relationship Management (CRM) system
- Providing issue analysis and general product guidance
- Tracking issues and tickets to ensure timely and effective resolution
- Identifying options for resolving the reported issue
- Reporting and escalating defects to ExecuTime Development
- Communicating with Villages on the status and resolution of reported issues

## **SECTION C: Project Management**

This section outlines key project management tasks that are to occur throughout the project.

### **Project Plan Development and Management**

ExecuTime follows a traditional Work Breakdown Structure Methodology. This project will be divided into discrete phases that permit easy identification of the tasks, dates and resources within each phase. The start and completion of each are natural communication checkpoints regarding the current progress of the project. On the following section, each phase is described. These descriptions will facilitate the planning cycle and ensure that a common set of expectations exist between the City and ExecuTime as we progress through the phases.



### **Assess & Design Phase**

ExecuTime design architect(s) will perform a complete analysis of business processes, business rules and detailed requirements.

- Project Kick Off Meeting
- Project Teams Identified
- Initial Scope Development
- Application and Technical Design
- Project Plan Timelines Defined
- Training Requirements

### **Install Phase**

- ExecuTime will configure, setup, and test ExecuTime on this server remotely.
- Customer is responsible for connecting the ExecuTime server to their internal network and verifying remote VPN access for configuring and testing.

### **Training Phase**

- Administration Course (1 Session)
- Basic Employee Course (Up to 2 Sessions)
- Supervisor Course (Up to 2 Sessions)
- Payroll Export and Time Balancing Course (1 Session)
- Clock Configuration Course (1 Session)

### **Testing Phase**

- Identify Pilot Test Plan (Users & Timeframe)
- User Acceptance Testing (UAT) and validation of system configuration
- Parallel UAT of three (3) full pay periods of time card data
- Parallel UAT of Testing of payroll export for three (3) full pay periods
- Authorization to Proceed to Production Ready with Completion of Go Live Checklist
- Assess Results with Project Manager

### **Deployment Phase**

- Go live with application and verify all business requirements are configured and functionality is appropriate
- Customer Satisfaction Survey
- Close out meeting with Project Manager

### **Support Phase**

- System support by ExecuTime

### **Project Status Reports**

ExecuTime will prepare project status reports every week throughout the project. This report will be delivered by the ExecuTime Project Manager.

Project Status Reports will include:

- Summary of accomplishments
- Status of key milestones and deliverables
- Upcoming tasks and schedule
- Assist with Identification Issues/Risks (including issues/risk that may impact project goals)
- Planned risk mitigation strategy
- Summary of change requests.

### **Issues Log and Issue Tracking**

ExecuTime will maintain a list of issues (both open and closed) that have been identified during implementation. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log. The City and ExecuTime Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. For each identified issue the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Priority
- Issue Details
- Resolution Comments
- Date Tested
- Date Closed

The City and ExecuTime Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. The City and ExecuTime Project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. Executime Project Manager will share the list of issues with city Project Manager on as needed basis.

### **Contract Change Process**

Either party may request changes to this SOW that will change the project scope. Such a request is honored by the parties only if it becomes a formal Change Order.

The change control procedure is as follows:

- Either ExecuTime or the City project manager may propose a change by submittal of a Change Request to the other party.
- All change requests will be presented to the named Project Assurance Leaders



- The other party has ten (10) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request.
- If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties.
- If agreement to pursue a Change Order does not occur in ten (10) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected.

ExecuTime acknowledges that any scope change proposal that affects the total cost of the project is subject to the City's policies and must provide adequate time for consideration. The City acknowledges that such scope change proposals may affect the implementation costs, schedule and go-live dates, which will be changed by mutual agreement. All scope change proposals shall be governed by the terms and conditions of the Master Agreement, including adjusting or adding milestone payments where applicable.

### **Implementation Services Change Process**

If the City requires the performance of services, including any implementation, consulting, training, or conversion services that are not then being performed, or requires a change to the existing services, the City's Project Manager shall deliver to the ExecuTime's Project Managers an implementation services scope change request specifying the proposed work with sufficient detail to enable ExecuTime to evaluate it. ExecuTime, within ten (10) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request, shall provide City with a written scope change proposal containing the following:

- Detailed description of resources (both ExecuTime and City) required to perform the change
- Implementation Plans
- Schedule for completion
- Acceptance criteria
- Impact on current milestones and payment schedule
- Impact on project goals and objectives
- Price

## **SECTION D: Technology Architecture**

### **Hardware Requirements**

A pre-configured server(s) containing the appropriate infrastructure to support the ExecuTime Software solution is the responsibility of the City. The included hardware and software specifications of the servers are outlined below.

#### **Minimum ExecuTime Server Requirements**

##### **Browser:**

Internet Explorer 11, Edge  
iPhone/iPad Safari (Mobile)  
Android Chrome (Mobile)  
Windows Phone 8+ (Mobile)

##### **OS:**

Any of the following - (Must be 64 bit)  
Microsoft Windows Server 2008 R2 SP1 Standard, Enterprise, Datacenter (64-bit)  
Microsoft Windows Server 2012 R2 Standard, Enterprise, Datacenter (64-bit)

##### **Java Environment:**

JDK v1.7 minimum

##### **Web Application Servers:**

ExecuTime AS 6.1 (Installed by ExecuTime)

##### **Databases Environment:**

Any of the following Single Processor License (depending on hardware configuration)  
Microsoft SQL Server 2012 (64 bit recommended)

Microsoft SQL Server 2014 (64 bit recommended)

#### **0-1000 Employees**

##### **Hardware:**

Processor: Intel x64 processor with 4 cores (or greater), 3.0 GHz (or faster)  
RAM: 8 GB (or greater)  
Hard Disk: 2 Disk Drives with a minimum of 100GB free space on secondary drive.  
(Recommended configuration: 1 drive for Operating System and 1 drive for application and database installation. After installation, it is recommended to maintain at least 20GB of free space at all times.)  
100/1000 Ethernet Adapter

##### **Browser:**

Microsoft Edge, Internet Explorer 11+, iPhone/iPad Safari (Mobile), Android Chrome (Mobile), Windows Phone 8+ (Mobile)

*Virtual server environments are supported. Server requirements are subject to change.*

### **Contingency Planning**

ExecuTime recommends nightly backups for both of the ExecuTime Production and Staging (if applicable) databases. Customer is responsible for maintaining and ensuring the integrity of data in regards to ExecuTime. This includes maintaining database backups, maintaining server backups, maintaining Windows operating systems and other areas related to the customer's server.

Below are ExecuTime recommendations:

1. We do not recommend backups to be placed on a separate partition of a single drive (i.e. single HDD but you have C:\ and D:\ drives) as total hardware failure would result in inability to restore data.
2. Recommended Backup Strategy:
  - a. Create an automatic scheduled job to run the backup.
  - b. Backup ExecuTime database on a daily basis.
  - c. Maintain 5 days' worth of backups on hand at all times
3. Recommended Backup job configuration:
  - a. Database integrity check
  - b. Database backup
  - c. Database truncation
  - d. Database backup cleanup

Specific questions related to backing up the database and other best practice recommendations can be discussed with our technical support team if needed. If you would like to schedule a call with ExecuTime to discuss any questions that you may have on the required back up process, please notify your Project Manager.

## SECTION E: Sample Project Plan



## IMPLEMENTATION PROJECT PLAN

	PROJECT TASKS	EXECUTIME RESOURCES	CUSTOMER RESOURCES	STATUS	SAMPLE DUE DATES	TYPICAL DURATION	COMPLETION DATE	ADDITIONAL NOTES
TIMEKEEPING DESIGN	Introduction and Kick Off Meeting	Project Manager	Project Manager	Open	7/1/2015	Project Start Date	TBD	
	Establish Implementation Team Members	Project Manager	Project Manager	Open	7/1/2015	Project Start Date	TBD	
	Requirements Analysis / Completed Questionnaire	Project Manager	Implementation Team	Open	7/15/2015	2 weeks from start	TBD	Typical duration is two weeks
	Solution Design & Scope of Work Meeting	Project Manager	Implementation Team	Open	7/15/2015	2 weeks from start	TBD	Deliverable: formal solution design document
	Approved Solution Design Document	Project Manager	Implementation Team	Open	8/1/2015	4 weeks from start	TBD	
<b>**Above tasks must be completed BEFORE moving to next phase of the project plan**</b>								
SCHEDULING DESIGN	Establish Scheduling Implementation Team Members	Project Manager	Project Manager	Open	8/1/2015	Start Date following approved TA design	TBD	
	Requirements Analysis/Completed Scheduling Questionnaire	Project Manager	Implementation Team	Open	8/15/2015	2 weeks from start	TBD	Typical duration is two weeks
	Scheduling Solution Design & Scope of Work Meeting	Project Manager	Implementation Team	Open	8/15/2015	2 weeks from start	TBD	Deliverable: formal solution design document
	Approved Solution Design Addendum Document	Project Manager	Implementation Team	Open	9/1/2015	4 weeks from start	TBD	
<b>**Above tasks can be completed in parallel with remaining tasks**</b>								
HARDWARE INSTALLATION	Completed Connectivity Documentation	Project Manager	IT Dept	Open	7/1/2015	Project Start Date	TBD	See "Connectivity" tab-Customer will complete
	Test remote connectivity to customer site	Technical Team	IT Dept	Open	7/15/2015	2 weeks from start	TBD	
	Verify minimum hardware specs are met	Project Manager	IT Dept	Open	7/15/2015	2 weeks from start	TBD	Not applicable for Cloud Customers
	Completed Integration Documentation	Technical Team	Project Manager	Open	7/15/2015	2 weeks from start	TBD	See "Integration" tab
	Server install and configuration	Project Manager	Project Manager	Open	8/1/2015	4 weeks from start	TBD	
<b>**Above Hardware tasks must be completed BEFORE moving to next phase of the project plan**</b>								
TIME CLOCKS	Send sample badge to ExecuTime for testing	Project Manager	Project Manager	Open	7/1/2015	Start Date	TBD	
	Determine badge id vendor (if applicable)	Project Manager	Project Manager	Open	7/15/2015	2 weeks from start	TBD	
	Procure timeclock hardware	Project Manager	Project Manager	Open	8/1/2015	Ordered upon approved timekeeping design	TBD	
	Ensure clock locations have network connectivity	N/A	IT Dept	Open	Anytime	Anytime	TBD	
	Provides list of IP addresses for Timeclocks	Project Manager	IT Dept	Open		After Admin Training	TBD	
	Technical Clock Configuration Training	Project Manager	IT Dept	Open		After Admin Training	TBD	This session will be with IT Staff
<b>**Above tasks will be completed throughout the following phases of the project plan**</b>								
GRATION	Dept, Employee, Benefit Accrual Query	Technical Team	N/A	Open	8/15/2015	2 weeks from approved TA design & hardware	TBD	
	Dept, Employee, Benefit Accrual Integration Programs	Technical Team	N/A	Open	9/1/2015	2 weeks from approved query results	TBD	
	Customer approval of dept/employee/benefit data	Project Manager	Implementation Team	Open	9/1/2015	2 weeks acceptance review period	TBD	
	Project Costing Query	Technical Team	N/A	Open	9/1/2015	Following acceptance of employee/benefit data	TBD	
	Project Costing integration programs (if applicable)	Technical Team	N/A	Open	9/15/2015	2 weeks from approved query results	TBD	
	Customer approval of project costing data	Project Manager	Implementation Team	Open	10/1/2015	2 weeks acceptance review period	TBD	

INTE	Payroll export integration programs	Technical Team	N/A	Open	10/13/2015	2 weeks after admin setup complete	TBD	
TRAINING PHASE	System Administration Session-Overview	Project Manager	Implementation Team	Open	9/1/2015	Following acceptance of employee/benefit data	TBD	Overview of Basic Employee & Supervisor functions
	System Administration Session Part 1	Project Manager	Implementation Team	Open	9/8/2015	1 week from overview	TBD	See "Trainings" tab
	System Administration Part 1 Checklist	Project Manager	Implementation Team	Open	9/8/2015	1 week from overview	TBD	See "Go Live Checklist" tab
	System Administration Session Part 2	Project Manager	Implementation Team	Open	9/15/2015	1 week from Part 1	TBD	See "Trainings" tab
	System Administration Part 2 Checklist	Project Manager	Implementation Team	Open	9/15/2015	1 week from Part 1	TBD	See "Go Live Checklist" tab
	System Administration Session Part 3	Project Manager	Implementation Team	Open	9/22/2015	1 week from Part 2	TBD	See "Trainings" tab
	System Administration Session Part 3 Checklist	Project Manager	Implementation Team	Open	9/22/2015	1 week from Part 2	TBD	See "Go Live Checklist" tab
	Basic Employee Training-Timekeeping	Project Manager	Implementation Team	Open	10/6/2015	2 weeks from final Admin	TBD	See "Trainings" tab - Train the trainer format
	Supervisor Training-Timekeeping	Project Manager	Implementation Team	Open	10/6/2015	2 weeks from final Admin	TBD	See "Trainings" tab - Train the trainer format
	Basic Employee/Supervisor Training Checklist	Project Manager	Implementation Team	Open	10/6/2015	2 weeks from final Admin	TBD	See "Go Live Checklist" tab
	Schedule Editor Admin Training	Project Manager	Implementation Team	Open	9/29/2015	1 week following system admin	TBD	See "Trainings" tab
	Schedule Editor Admin Training Checklist	Project Manager	Implementation Team	Open	9/29/2015	1 week following system admin	TBD	See "Go Live Checklist" tab
	Basic Employee Training-Scheduling	Project Manager	Implementation Team	Open	10/13/2015	2 weeks from scheduling Admin	TBD	See "Trainings" tab - Train the trainer format
	Supervisor Training-Scheduling	Project Manager	Implementation Team	Open	10/13/2015	2 weeks from scheduling Admin	TBD	See "Trainings" tab - Train the trainer format
	Basic Employee/Supervisor Scheduling Checklist	Project Manager	Implementation Team	Open	10/13/2015	2 weeks from scheduling Admin	TBD	See "Go Live Checklist" tab
	Payroll Export Training/Test	Project Manager	Payroll Team	Open	10/27/2015	2 weeks following all training	TBD	See "Trainings" tab
<b>**Above tasks must be completed before moving to next phase of the project plan**</b>								
PILOT TESTING	Identify employees who are in pilot test	Project Manager	Project Manager	Open	10/13/2015	Immediately following user training	TBD	
	Establish pay period dates for the pilot test	Project Manager	Project Manager	Open	10/13/2015	Immediately following user training	TBD	
	Launch pilot testing for one full pay period	Project Manager	Project Manager	Open	10/27/2015	1 full pay period (sample dates are for bi-weekly)	TBD	
	Customer sign off on pilot test	Project Manager	Implementation Team	Open	11/3/2015	1 week acceptance testing	TBD	
<b>**Above tasks must be completed before moving to next phase of the project plan**</b>								
DEPLOY	Establish Go Live Date	Project Manager	Project Manager	Open	11/3/2015	Following final acceptance testing	TBD	
	ExecuTime in Production!	Project Manager	Project Manager	Open	11/3/2015	Typically next pay period after successful pilot test	TBD	
	Introduction to Customer Care Team	Project Manager	Project Manager	Open	11/17/2015	After first payroll export is processed successful	TBD	

\* End of Project Plan Document \*