REQUEST FOR COUNCIL ACTION

SUBJECT: Contract with TYLER TECHNOLOGIES, INC.

SUMMARY: Approve an Agreement between the City of West Jordan and Tyler Technologies, Inc. to provide Enterprise Resource Planning (ERP) software solution product "MUNIS" and services for the ERP system implementation.

FISCAL IMPACT: The fiscal impact of $794,930.00 has been budgeted for by Council within the ERP project – Capital Outlays – 4749000 Software Replacement fund.

STAFF RECOMMENDATION:

Staff recommends approval of an Agreement between the City of West Jordan and Tyler Technologies, Inc. to provide Enterprise Resource Planning (ERP) software solution product "MUNIS" and services for the ERP system implementation.
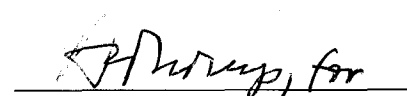
MOTION RECOMMENDED:

"I move to approve Agreement between the City of West Jordan and Tyler Technologies, Inc. to provide Enterprise Resource Planning (ERP) software solution product "MUNIS" and services for the ERP system implementation."
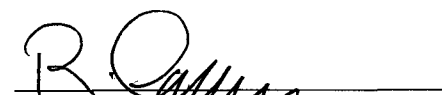
Roll Call vote required

Prepared by: **Reviewed by:**

Michael Oliver   Jeffrey Robinson
IT Manager   City Attorney

Recommended by:

Richard L. Davis
City Manager

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. _/4-//_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND TYLER TECHNOLOGIES, INC.

WHEREAS, the City Council of the City of West Jordan has received Request for Proposals for the Enterprise Resource Planning (ERP) software solution for a Citywide system implementation; and

WHERAS, City staff went through an extensive process to review the proposals that were received to determine the company that would be best able to meet the needs of the City; and

WHEREAS, the proposed contract between the City of West Jordan and Tyler Technologies, Inc., to provide Enterprise Resource Planning (ERP) software solution product "MUNIS" and services for the ERP system implementation, in an amount not to exceed $794,930.00; and

WHEREAS, the City Council has determined that the proposed contract with Tyler Technologies, Inc., for an amount not-to-exceed $794,930.00 is acceptable for the purpose of completing the ERP system implementation,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1.   The Mayor is hereby authorized to execute three original copies of the contract between the City of West Jordan and Tyler Technologies, Inc., in an amount not-to-exceed $794,930.00.

Section 2.   This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 29th day of January 2014.

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council   "AYE"   "NAY"   *Res. 14-11*

	"AYE"	"NAY"
Council Member Jeff Haaga	_____	_____
Council Member Judy Hansen	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Council Member Ben Southworth	_____	_____
Council Member Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

BACKGROUND DISCUSSION:

Cost Worksheet

City-Hosted Cost Worksheet Instructions: Provide a cost response for each cost area, based upon system modules for a City-hosted application. The pricing should be based on the detailed functionality that the City requires for each functional area. When a single price may be provided for a group of modules, please provide that cost with a notation. All additional costs should be captured in the respective areas.

Cost Area (Tab No. from Attachment B - Functional and Technical Requirements)	#2 General Ledger and Financial Reporting (Incl. GL/BG/AP, Cash Mgt, Analytics & Reporting, TCM SE, Tyler Forms, GASB34 Report Writer, Project/Grant Accounting)	#3 Budgeting (incl in #2) Fixed Assets, Inventory	#4 Purchasing (incl. Purchasing, Bid, Contracts, eprocure	#5 Accounts Payable (incl. w/ GL) Employee Exp. Reimbursement	#6 Accounts Receivable and Cash Receipts (incl. Tyler Cashiering, General Billing)	#7 Development, Planning, & Review (Incl. Central Property File, Maplink GIS Integration)	#8 Licensing	#9 Permitting (incl in #7) Tyler Incident Management	#10 Code Enforcement (incl. #7)	#11 Human Resources (incl. Applicant Tracking, Risk Management)	#12 Payroll	#13 Utility Billing (incl. UB Interface Citizen Self Service)	Total - Minus 20% Software Discount
One-Time Costs:													
Software License Costs	157,950	23,000	43,900	6,000	37,000	57,750	10,000	8,500		20,450	16,100	65,200	356,680
Software Customization Costs													0
Interfaces/Integration Costs													0
Data Conversion Costs	15,600	9,500	2,700			17,750	8,400				13,450	22,400	89,800
Professional Service Costs (not including integration and interfaces)													0
Training Costs	47,000	11,750	19,975	4,700	19,975	30,550	9,400	8,225		10,575	10,575	30,550	203,275
Server Hardware Costs													0
Expenses (miscellaneous)	$145,175												145,175
Total One-Time Costs (discount applied in cell N5 - to all modules)	365,725	44,250	66,575	10,700	56,975	106,050	27,800	16,725	0	31,025	40,125	118,150	794,930
Recurring Maintenance Costs:													
Annual Maintenance													0
Custom Modification Maintenance (if applicable)													0
Additional Maintenance Fees													0
Total Recurring Maintenance Costs	0	0	0	0	0	0	0	0	0	0	0	0	0

Maintenance Schedule:	Year 1	Year 2, Flat	Year 3, 3% Cap	Year 4, 4% Cap	Year 5, 4% Cap
Rate of Increase over Prior Year (as a percentage)	waived		3	4	4
Maintenance Costs (as a dollar amount)	0	82,770	85,253	88,663	92,210

Additional Costs:	
Hourly Rate for Professional Services	$1,000/day
Hourly Rate for Custom Programming	$1,100/day
Annual rental cost for time clocks per device.	NA
Other Costs (if applicable; please specify the nature of these costs)	

Expenses (miscellaneous)

Project Planning Services	$6,000
AP/PR Check Recon & Positive Pay Exports	$7,000
Cash Station & Hand Held Scanner (3)	$14,130
Estimated Travel Expense	$72,050
Installation	$7,000
Admin & Security Training	$2,350
Tyler Forms Config/Libraries	$21,400
Modifications identified and priced in functional checklist*	$12,100
Postal Xpress (Lorton) Annual Subscription	$1,495 *annual subscription
Secure Signature System	$1,650
	$145,175

AGREEMENT

This agreement ("Agreement") is made this _____ day of _____ 2014 ("Effective Date") by and between **Tyler Technologies, Inc.**, a Delaware corporation with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and **City of West Jordan**, with offices at 8000 S. Redwood Road, West Jordan, Utah 84088 ("Client").

In consideration of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. <u>License Grant</u>.
a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the respective Tyler Software Products, this license for the respective paid in full Tyler Software Product will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer, provided, however, such assistance shall be provided only upon Client's express prior written agreement. Client shall provide advance written notice to Tyler of any such transfer.
e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.
h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request and at Client's option, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently $756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.
i) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to document imaging use with the Tyler software applications and related Hardware listed in the Investment summary only. If Client wishes to use Tyler Content Management software for document imaging use with non-Tyler applications or other hardware not provided or

approved by Tyler, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. <u>License Fees</u>. Client agrees to pay Tyler in accordance with Article 28 of Section E of this Agreement, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. <u>Verification of the Tyler Software Products</u>.
Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):
a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or
b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.
c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A (4).
d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. <u>Limited Warranty</u>. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client (Exhibit 8). In the event of conflict between the afore-mentioned documents, then for a period of two (2) years from the Effective Date the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client shall control, thereafter the then-current Tyler User Guides shall control. Tyler agrees that the warranted functionality shall not be removed in future releases of the Tyler Software Products, except in connection with compliance with state or federal mandates, however, Tyler may in such future releases of the Tyler Software Products provide the functionality by a different method, manner, process, or way. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. <u>Intellectual Property Infringement Indemnification</u>.
a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client's Obligations. Tyler's obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

      i. Promptly notifies Tyler in writing of any such claim;

      ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and

      iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

      i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;

      ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;

      iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;

      iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;

      v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or

      vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

      i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

            (a) Procure for Client the right to continue using the infringing Tyler Software Products;

            (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or

            (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.

      ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. <u>Limitation of Liability</u>. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data (except when caused by Tyler's negligence or intentional misconduct and provided Client has maintained appropriate backup procedures), interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality or use of the Tyler Software Products or Services. Except as otherwise expressly set forth in this Agreement, Tyler's liability for damages and expenses arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of two (2) times the total fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. <u>Services</u>. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. <u>Professional Services Fees</u>.

a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.

b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Training services set forth in the Investment Summary.

c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars ($5) are not available.

3. <u>Additional Services</u>.

a) Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.

b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. <u>Limitation of Liability</u>. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data (except when caused by Tyler's negligence or intentional misconduct and provided Client has maintained appropriate backup procedures), interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality or use of the Tyler Software Products or Services. Except as otherwise expressly set forth in this Agreement, Tyler's liability for damages and expenses arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of two (2) times the total fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. <u>Cancellation</u>. Provided that cancellation is not caused by Tyler, 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 canceled services if Tyler is unable to re-assign its personnel.

6. <u>Services Warranty</u>. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with software industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

1. <u>Scope of Agreement</u>. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. <u>Term of Agreement</u>. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual Maintenance fees for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule:

> Year Two – Zero percent (0%) increase over Year One annual Maintenance fees;
> Year Three – Not more than Three percent (3%) increase over Year Two annual Maintenance fees;
> Year Four – Not more than Four percent (4%) increase over Year Three annual Maintenance fees; and
> Year Five – Not more than Four percent (4%) increase over Year Four annual Maintenance fees.

3. <u>Payment</u>.

a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.
b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.
c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:
a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification. Notwithstanding the foregoing, a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist with customization or modification provided by Tyler.
f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours set forth in Tyler's then current Support Call Process.

6. Client Responsibilities.
a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution. Notwithstanding the foregoing, Tyler shall adhere to the Client's then current security procedures for Tyler's remote connectivity to Client's system.

7. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or

exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data (except when caused by Tyler's negligence or intentional misconduct and provided Client has maintained appropriate backup procedures), interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality or use of the Tyler Software Products or Services. Except as otherwise expressly set forth in this Agreement, Tyler's liability for damages and expenses arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of two (2) times the total fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. <u>Agreement to License or Sell Third Party Products</u>. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. <u>License of System Software</u>.
a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client, provided, however, such assistance shall be provided only upon Client's express prior written agreement. Client shall provide advance written notice to Tyler of any such transfer.
d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. <u>Delivery</u>. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. <u>Installation and Acceptance</u>. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. <u>Site Requirements</u>. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. <u>Warranties</u>.
a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully

performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. <u>Maintenance</u>.

a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. <u>Limitation of Liability</u>. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data (except when caused by Tyler's negligence or intentional misconduct and provided Client has maintained appropriate backup procedures), interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. <u>Taxes</u>. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. <u>Invoice Dispute</u>.

a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within thirty (30) calendar days of receipt of the applicable invoice. Client is allowed an additional forty five (45) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within ninety (90) calendar days of receipt of invoice.

3. <u>Force Majeure; Client Assistance</u>. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes,

restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation in the Statement of Work, project schedule, project plan, and the level of effort described in the Statement of Work, project schedule, project plan, and Tyler's proposal including the number of estimated Client hours. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:

a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. 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.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to

purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. <u>Approval of Governing Body</u>. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. <u>No Assignment</u>. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
1) Actually received,
2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
3) Upon receipt by sender of proof of email delivery, or
4) If not actually received, ten (10) 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 respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.
Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.   City of West Jordan
One Tyler Drive   8000 S. Redwood Road
Yarmouth, ME 04096   West Jordan, UT 84088
Attention: Contracts Manager   Attention: Michael Oliver

20. <u>Independent Contractor</u>. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. <u>Insurance</u>. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
Workers' Compensation   Statutory

Employers' Liability $1,000,000/$1,000,000/$1,000,000

Commercial General (Public) Liability
Insurance to include coverage for the
following:
(a) Premises/Operations   Combined Single Limit for Bodily
(b) Independent Proposes   Injury and Property Damage of
(c) Personal Injury Liability $1,000,000 per occurrence or its
(d) Contractual Liability   equivalent with a $2,000,000 aggregate

Professional Liability $5,000,000 per claim to pay on

(Claims Made Form)   behalf of the insured all sums
                            which the insured shall become legally obligated to pay as damages by reason
                            of any act for which Tyler is responsible under this Agreement.

22. 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. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take 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 for a period of two (2) years. This obligation of confidentiality will not apply to information that:
a) At the time of the disclosure is in the public domain;
b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
d) A party receives from a third party who has a right to disclose it to that party; or
e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's 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.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks. TylerForms Output Management Solution Printer Requirements are set forth in Exhibit 9 to this Agreement.

28. Payment Terms.
a) Tyler shall invoice Client $89,170 upon the Effective Date. Such amount equals 25% of the Tyler software license fees for all phases.

b) Tyler shall invoice Client $179,835 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:
        50% of the Tyler software license fees for all phases ($178,340); and

100% of the Year 1 Postal Xpress Annual Subscription fee ($1,495).

c) Tyler shall invoice Client the respective Hardware fees upon delivery of such Hardware.

d) Tyler shall invoice the Project Planning Services fee of $6,000 upon Client signoff of the mutually developed Implementation Planning document.

e) Tyler shall invoice Client the remaining 25 % of the Tyler Software license fees (totaling $89,170) for each of the Tyler Software Products upon the earlier of:

    i)   the date set forth in the Statement of Work for the first productive use of the respective Tyler Software Product using actual Client Data ("Live Production"), unless such Live Production is postponed by Tyler's failure to perform, in which event the date for Live Production will be postponed the corresponding number of days, or

    ii)   the first day of Live Production of the respective Tyler Software Product.

f) Tyler shall invoice Client fees for Data Conversion services as follows:

    50% upon initial delivery of converted data, by conversion option
    50% upon Client acceptance to load converted data into live environment (automatic, electronic notification), by conversion option

g) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have sixty (60) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such sixty (60) day period, the modification will be deemed in compliance with the specifications.

h) Except as otherwise set forth herein, Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.

i) Prices in the Investment Summary include estimated travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit 4.

j) Payment is due within thirty (30) days of the invoice date.

k) The year 1 Tyler software maintenance fees of $81,406 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.

29. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

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

30. <u>Optional Items</u>. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

31. <u>Tyler Products and Services</u>. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

32. <u>Contract Documents</u>. This Agreement includes the following exhibits which by this reference are incorporated herein:

       Exhibit 1 – Investment Summary
       Exhibit 2 – Verification Test
       Exhibit 3 – Support Call Process
       Exhibit 4 – Business Travel Policy
       Exhibit 5 – Adobe End User License Agreement
       Exhibit 6 – Statement of Work
       Exhibit 7 – Software Modifications
       Exhibit 8 – Tyler's Proposal
       Exhibit 9 - TylerForms Output Management Solution Printer Requirements

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

Tyler Technologies, Inc.　　　　　　　　　　**City of West Jordan**
ERP and Schools Division

By:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿　　　　By:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

Name:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿　　　Name: Richard L. Davis＿＿＿＿＿＿＿＿＿

Title:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿　　Title: City Manager＿＿＿＿＿＿＿＿＿＿＿

Date:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿　　Date:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

Exhibit 1

Investment Summary

Investment Summary follows this page.
<mark>[TO BE INSERTED]</mark>

Exhibit 2

Verification Test

The verification test ("Test") detailed below will be conducted following installation. The purpose of the Test is to ensure the Tyler Software Products perform as warranted, using the MUNIS Verification Database. The MUNIS Verification Database contains the types of information ordinarily used by the specified software and the Test utilizes said data to demonstrate the performance of the specified software's base line functions. As such, the Test is not intended to validate any site specific functionality and will only be conducted for those software products licensed by the Client. Client-specific functionality will be reviewed during the implementation phase when site-specific data will be applied against the desired functionality.

Many sections below contain three phases: table views, reports, and process. Each phase is intended to be completed in 4 hours or less. Please note that each phase listed below has a space where Client will be asked to initial, indicating that the verification has been performed and accepted.

FINANCIALS:

Phase 1 _____
- View general ledger master table
- View budget master table
- View vendor master table
- View general ledger account inquiry – perform drill down
- Find purchase orders/requisitions in purchase order inquiry
- View inventory master
- View fixed assets master
- View work order master

Phase 2 _____
- Enter a requisition
- Approve the requisition
- Convert to a purchase order
- Post the purchase order
- Enter an invoice against the requisition
- Post the invoice
- Select items to be paid report
- Print checks (on blank paper without forms)
- Find journals in journal inquiry using date find

Phase 3 _____
- Reports:
    - General ledger trial balance
    - Year to date budget report
    - Vendor invoice list
    - Purchase orders by general ledger account (select open purchase orders)
    - Inventory list by location
    - Fixed asset list by location

PAYROLL/HR:

Phase 1 _____
- View deduction master
- View pay type master
- View employee master
- View employee detail history – perform drill down
- View position table
- View terminated employee table

Phase 2 _____
- Add new employee
- Build job pay records
- Start a new payroll
- Generate employee records
- Enter exceptions
- Print final proof
- Update employee files
- Print checks (on blank paper without forms)

Phase 3 _____
- Reports
  - Employee Detail
  - Employee Accrual
  - Detail Check History Report
  - Payroll Register

UTILITY BILLING:

Phase 1 _____
- View charge code file with rate tables
- View account master – perform drill down
- View customer file
- View bill inquiry
- View account inquiry

Phase 2 _____
- Add new account
- Create water service record
- Start a new bill run
  - View charges file maintenance
- Enter meter reading manually
- Run charges proof register
- Generate accounts receivable
- Print bills (on blank paper without forms)
- Make a payment to a bill

Phase 3 _____
- Reports:
    - Consumption inquiry/report
    - Utility billing aging report
    - Charge/payment history
    - Detail receivables register

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):

Phase 1 _____
- View customer file
- View parcel file
- View charge code file
- View tax year parameter
- View motor vehicle master file
- View bill inquiry
- View lien file
- View receipt inquiry
- View activity totals inquiry/report

Phase 2 _____
- Create a new general billing customer
- Add a general billing invoice
- Make a payment against the general billing
- Make a payment against a tax/excise/personal property/etc. bill
- Print payments proof
- Post payments
- Use receipt inquiry to find the payment

Phase 3 _____
- Reports
    - Summary receivables
    - Detail receivables
    - Posted payments report

PERMITS & CODE ENFORCEMENT:

Phase 1 _____
- View permit type f/m
- View Project Type f/m
    - Find a Project type with the 4 "bottom buttons" checked which indicates there is data. If none, build some defaults at the bottom.
    - Drill down using the bottom buttons

- View Inspection Type f/m
  - Drill down into inspectors and checklist at bottom
- View violation code f/m
  - Drill down into enforcement steps
- View property master
  - Perform drill down using the side menu options

Phase 2 _____
- Add a new property
  - Set up default restrictions, hazards, and violations at the bottom
- Add a new application
  - Use a project/act that has the four defaults set in project type f/m (one each)
  - Make sure the app automatically sets up the default permits, prerequisites, inspections, and dept/board reviews by choosing the options to view
  - Choose the collect side menu option. Make sure you can accept payments for the fees and the system links to the accounts receivable module properly

Phase 3 _____
- Reports
  - Applications status report
  - Inspections history report
  - Violations report
  - Contractors report
  - Dept/board review report

BUSINESS LICENSES:

_____

- View customer file
- View description codes
- View business license charge codes
- View business license master file
- View business license late payment process
- View bill inquiry
- View business master report
- View business location report

PROJECT ACCOUNTING:

(Performed with General Ledger)

_____

- View project master table
- View general ledger master with project code
- View project budget report

MUNIS OFFICE:

_____

- Export from general ledger account inquiry into Excel
- Export from general ledger account inquiry into Word

TYLER REPORTING SERVICES:

_____

- Verification Report for Tyler Reporting Services from the Knowledgebase will be used to display results from the MUNIS Verification database. No configuration needs to be done to run this report.

CONTRACT MANAGEMENT:

_____

- View contract master file
- Enter a requisition against a contract
- View contract master to highlight changes

CASH MANAGEMENT:

_____

- View a recurring cash flow record for current fiscal year in recurring cash flow F/M
- Generate cash flow file maintenance
- Generate a journal entry on the cash flow file maintenance record created
- Go to general journal entry/proof, find journal that was generated and post it

MUNIS SELF SERVICE – EMPLOYEES:

Phase 1 _____
- View and update the general administration settings
- Add a new user under users

Phase 2 _____
- View and update application administration under Employee Admin
- View and add a web link or document under Document Administration

Exhibit 3

Support Call Process

Tyler Technical Support Department for Munis®

Goal: To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming,* which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.
Priority 2 Call — issue is severe, but there is a work around the client can use.
Priority 3 Call — issue is a non-severe support call from the client.
Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	**Michelle Madore** (**michelle.madore@tylertech.com**)	**(X4483)**
Payroll/HR/Pension Team	**Sonja Johnson (sonja.johnson@tylertech.com**)	**(X4157)**
Tax/Other Revenue/Utility Billing Team	**Steven Jones (steven.jones@tylertech.com**)	**(X4255)**
OS/DBA Team	**Ben King (ben.king@tylertech.com**)	**(X5464)**
TylerForms & Reporting Services	**Michele Violette (michele.violette@tylertech.com**)	**(X4381)**

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

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

Munis Internet Updater (**MIU**)**:** Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration

Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site
Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates
Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)
Priority 2 Incidents — Weekly Updates
Priority 3 Incidents — Bi-weekly Updates
Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit 4

Business Travel Policy Summary

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 reservations far enough in advance to take full advantage of discount opportunities. 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 the 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 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 range from $46 to $71. A complete listing is available at 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 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 is defined as direct travel time and does not include time taken to stop for dinner

5.   Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6.   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.

Effective Date: April 1, 2012

Exhibit 5

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED
ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

NOTICE TO USER: THIS LICENSE AGREEMENT GOVERNS INSTALLATION AND USE OF THE ADOBE SOFTWARE DESCRIBED HEREIN BY LICENSEES OF SUCH SOFTWARE. INSTALLATION AND USE OF THE SOFTWARE IS NOT PERMITTED UNLESS ADOBE HAS GRANTED LICENSEE THE RIGHT TO DO SO AS SEPARATELY PROVIDED IN WRITING BY ADOBE. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY CLICKING TO ACKNOWLEDGE AGREEMENT TO BE BOUND DURING REVIEW OF AN ELECTRONIC VERSION OF THIS LICENSE, OR DOWNLOADING, COPYING, INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS AND USES THE SOFTWARE AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT INSTALLS OR USES THE SOFTWARE ON ANOTHER PERSON'S OR ENTITY'S BEHALF.
LICENSEE'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS IN A SEPARATE WRITTEN AGREEMENT WITH ADOBE THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1.   Definitions

1.1   "Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 9(a) of this Agreement applies; otherwise it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24, Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

1.2   "Authorized Users" means employees and individual contractors (i.e., temporary employees) of Licensee.

1.3   "Computer" means one or more central processing units ("CPU") in a hardware device (including hardware devices accessed by multiple users through a network ("Server")) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
1.4   "Deliver" means to transmit data directly or indirectly over a network to a printing device or any other device for the purpose of printing.

1.5   "Development Software" means Software licensed for use in a technical environment solely for internal development and testing and not for use as Production Software.

1.6   "Disaster Recovery Environment" means Licensee's technical environment designed solely to allow Licensee to respond to an interruption in service due to an event beyond Licensee's control that creates an inability on Licensee's part to provide critical business functions for a material period of time.

1.7   "Documentation" means the user manuals and/or technical publications as applicable, relating to installation, use and administration of the Software.

1.8	"Internal Network" means Licensee's private, proprietary network resource accessible only by Authorized Users. "Internal Network" specifically excludes the Internet (as such term is commonly defined) or any other network community open to the public, including membership or subscription driven groups, associations or similar organizations. Connection by secure links such as VPN or dial up to Licensee's Internal Network for the purpose of allowing Authorized Users to use the Software should be deemed use over an Internal Network.

1.9	"License Metric" means each of the per-unit metrics used by Adobe in connection with the licensed quantities identified as separately provided in writing by Adobe to describe the scope of Licensee's right to use the Software. One or more of the following types of License Metrics applies to each Software Product as further provided herein:

(a)	Per-Computer. Licensee may install and use the Adobe Output Designer software on no more than the licensed number of Computers.

(b)	Per-User. The total number of Authorized Users that directly or indirectly request or receive content that has been processed by the Software may not exceed the licensed quantity of users.

(c)	Per-Server. The total number of Servers on which the Software is installed may not exceed the licensed quantity of Servers.

1.10	"Location" means a specific building or physical location as identified by its unique street address.

1.11	"Production Software" means Software licensed for productive business use.

1.12	"SDK Components" means the sample software code, application programming interface, header files and related information, and the file format specifications, if any, included as part of the Software as described in the Documentation or a "Read Me" file accompanying the applicable Software.

1.13	"Software" means the object code version of the software program(s) specified in a separate written agreement signed by Adobe, including all Documentation and other materials provided by Adobe to Licensee under this Agreement. The term "Software Product" may also be used to indicate a particular product, and otherwise has the same meaning as Software.

2.	License. Subject to the terms and conditions of this Agreement, Adobe grants to Licensee a perpetual, non-exclusive license to install and use the Software delivered hereunder according to the terms and conditions of this Agreement, on Computers connected to Licensee's Internal Network, on the licensed platforms and configurations, in the manner and for the purposes described in the Documentation. The following additional terms also apply to Licensee's use of the Software.

2.1	License Metric. Licensee's right to install and use the Software is limited based on whether the Software is licensed as Production Software or Development Software (as separately provided in writing by Adobe) and the License Metrics applicable to the particular Software Products licensed (as separately provided in writing by Adobe) and subject to the terms in Section 3, unless Licensee has licensed the Software for evaluation purposes, in which case the terms of Section 4 apply.

2.2	SDK Components. Licensee's Authorized Users may install and use the SDK Components for purposes of facilitating use of the Software in accordance with this Agreement. Licensee agrees that Licensee will treat the API Information with the same degree of care to prevent unauthorized disclosure to anyone other than Authorized Users as Licensee accords to Licensee's own confidential information, but in no event less than

reasonable care. Licensee's obligations under this Section 2.2 with respect to the API Information shall terminate when Licensee can document that the API Information was in the public domain at or subsequent to the time it was communicated to Licensee by Adobe through no fault of Licensee's. Licensee may also disclose the API Information in response to a valid order by a court or other governmental body, when otherwise required by law, or when necessary to establish the rights of either party under this Agreement, provided Licensee gives Adobe advance written notice thereof.

2.3   Backup and Disaster Recover. Licensee may make and install a reasonable number of copies of the Software for backup and archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed, but in no event may Licensee use such copies concurrently with Production Software or Development Software. Licensee may also install copies of the Software in a Disaster Recovery Environment for use solely in disaster recovery and nor for production, development, evaluation or testing purposes other than to ensure that the Software is capable of replacing the primary usage of the Software in case of a disaster.

2.4   Documentation. Licensee may make copies of the Documentation for use by Authorized Users in connection with use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

2.5   Outsourcing. Licensee may sub-license use of the Software to a third party outsourcing or facilities management contractor to operate the Software on Licensee's behalf, provided that (a) Licensee provides Adobe with prior written notice; (b) Licensee is responsible for ensuring that any such contractor agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as applies to Licensee; (c) such use is only in relation to Licensee's direct beneficial business purposes as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Licensee shall remain fully liable for any and all acts or omissions by the contractor related to this Agreement.

2.6   Font Software. If the Software includes font software, then Licensee may (a) use the font software on Licensee's Computers in connection with Licensee's use of the Software as permitted under this Agreement; (b) output such font software on any output devices connected to Licensee's Computers; (c) convert and install the font software into another format for use in other environments provided that use of the converted font software may not be distributed or transferred for any purpose except in accordance with the transfer section in this Agreement; and (d) embed copies of the font software into Licensee's electronic documents for the purpose of printing and viewing the document, provided that if the font software Licensee is embedding is identified as "licensed for editable embedding" on Adobe's website at http://www.adobe.com/type/browser/legal/embeddingeula.html, Licensee may also embed copies of that font software for the additional limited purpose of editing Licensee's electronic documents.

2.7   Restrictions

(a)   No Modifications, No Reverse Engineering. Licensee shall not modify, port, adapt or translate the Software. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of Licensee's jurisdiction give Licensee the right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, that Licensee must first request such information from Adobe and Adobe may, in its discretion, either provide such information to Licensee or impose reasonable conditions, including a reasonable fee, on such use of the source code to ensure that Adobe's and its suppliers' proprietary rights in the source code for the Software are protected.

(b)   No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages and may be provided to Licensee on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to Licensee as a single product to be used as a single product on Computers and platforms as permitted herein. Licensee is not required to use all component parts of the Software, but Licensee shall not unbundle the component parts of the Software for use on different Computers. Licensee shall not unbundle or repackage the Software for distribution, transfer or resale.

(c)   No Transfer. Licensee shall not sublicense, assign or transfer the Software or Licensee's rights in the Software, or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's Computer except as may be explicitly provided in this Agreement. Notwithstanding anything to the contrary in this Section 2.7(c), Licensee may transfer copies of the Software installed on one of Licensee's Computers to another one of Licensee's Computers provided that the resulting installation and use of the Software is in accordance with the terms of this Agreement and does not cause Licensee to exceed Licensee's right to use the Software under this Agreement.

(d)   Prohibited Use. Except as expressly authorized under this Agreement, Licensee is prohibited from: (i) using the Software on behalf of third parties; (ii) renting, leasing, lending or granting other rights in the Software including rights on a membership or subscription basis; and (iii) providing use of the Software in a computer service business, third party outsourcing facility or service, service bureau arrangement, network, or time sharing basis.

(e)   Export Rules. Licensee agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, Licensee represents and warrants that Licensee is not a citizen of, or located within, an embargoed or otherwise restricted nation (including Iran, Iraq, Syria, Sudan, Libya, Cuba and North Korea) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Software.   All rights to install and use the Software are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement.

3.   License Metrics and Limitations.

3.1   Adobe Central Output Server. If Licensee has licensed Adobe Central Output Server as Production Software or Development Software (as separately provided in writing by Adobe), then Adobe grants Licensee a license to install and use Adobe Central Output Server on a Per-Server basis, provided that Licensee is not permitted to Deliver output from the Production Software to more than ten (10) Locations per licensed Server.

3.2   Adobe Central Pro Output Server. If Licensee has licensed Adobe Central Pro Output Server, then Adobe grants Licensee a license to install and use Adobe Central Pro Output Server either (a) as Production Software on a Per-Server or Per-User basis (as separately provided in writing by Adobe), or (b) as Development Software on a Per-Server basis. When Adobe Central Pro Output Server is licensed as Production Software on a Per-Server basis, Licensee is not permitted to Deliver output from the Software Product to more than ten (10) Locations per licensed Server.

3.3   Adobe Output Pak for mySAP.com. If Licensee has licensed Adobe Output Pak for mySAP.com, then Adobe grants Licensee a license to install and use Adobe Output Pak for mySAP.com solely in connection with Adobe Central Pro Output Server for use with SAP software either (a) as Production Software on a Per-Server or Per-User basis (as separately provided in writing by Adobe), or (b) as Development Software on a Per-Server basis. Licensee's license to Adobe Output Pak for mySAP.com includes a license to install and use Adobe Central Pro Output Server subject to the terms of Section 3.2 of this Agreement. The following additional terms apply:

3.3.1   Per-Server License. If Licensee has licensed Adobe Output Pak for mySAP.com on a Per-Server basis, Licensee shall have the right to install and use Adobe Central Pro Output Server on one (1) Server unless Licensee obtains additional Per-Server licenses to the Adobe Central Pro Output Server.

3.3.2   Per-User License. If Licensee has licensed Adobe Output Pak for mySAP.com software on a Per-User basis, Licensee must obtain a number of Per-User licenses of Adobe Output Pak for mySAP.com not less than the number of Authorized Users who are authorized to access or use the SAP software.

3.4   Adobe Central Output Server Workstation Edition. If Licensee has licensed Adobe Central Output Server Workstation Edition, then Adobe grants Licensee a license to install and use Adobe Central Output Server Workstation Edition as Production Software on a Per-Computer basis. Licensee's use of the Adobe Central Output Server Workstation Edition shall be limited to use directly or indirectly initiated by an individual person (not an automated process) for the sole purpose of delivering output that has been processed by the Adobe Central Output Server Workstation Edition software to the person that initiated such use.

3.5   Adobe Output Designer. If Licensee has licensed Adobe Output Designer, then Adobe grants Licensee a license to install and use Adobe Output Designer as Production Software on a Per-Computer basis subject to the following additional terms:

3.5.1   Network Use. As an alternative to installing and using the Adobe Output Designer software on the Computer of each licensed Authorized User, Licensee may install and use the Adobe Output Designer software on a file server for the purpose of (a) permitting Authorized Users to download the software for installation and use on no more than the licensed number of Computers connected to Licensee's Internal Network, or (b) permitting Authorized Users to use the software using commands, data or instructions from a Computer connected to Licensee's Internal Network provided that the total number (not the concurrent number) of Authorized Users that use the software does not exceed one user for each of the licensed number of Computers. No other network use is permitted.

3.5.2   Limitation. Licensee shall be prohibited from using the templates, forms and other materials created using the Adobe Output Designer software with any software other than Adobe software.

3.6   Development Software License. This Section 3.6 applies only if Licensee has obtained a valid Development Software license to a Software Product. In addition to the other terms contained herein, Licensee's license to the Development Software is limited to use in Licensee's technical environment strictly for testing and development purposes and not for production purposes. Licensee may (a) install the Development Software on Servers connected to Licensee's Internal Network provided that the total number of Computers used to operate the Development Software does not exceed the licensed amount, and (b) permit Authorized Users to use the Development Software in accordance with this Agreement.

4.   Evaluation of Software Products. This Section 4 applies only if Licensee has obtained a valid license to evaluate Software Products as separately provided in writing by Adobe or as indicated by the serial number Licensee enters upon installation.

4.1   License. In addition to the other terms contained herein, Licensee's license to evaluate any Software Product is limited to use strictly for Licensee's own internal evaluation purposes and not for production purposes, and is further limited to a period not to exceed sixty (60) days from the date Licensee obtains the Software Products. Licensee may (a) install the Software Products on one (1) Computer connected to Licensee's Internal Network, and (b) permit Authorized Users to use the Software Products to deliver content within Licensee's Internal Network. Licensee's rights with respect to the Software Products are further limited as described in Section 4.2.

4.2   Limitations. Licensee's rights to install and use Software Products under this Section 4 will terminate immediately upon the earlier of (a) the expiration of the evaluation period described herein, or (b) such time that Licensee purchases a license to a non-evaluation version of such Software Products. Adobe reserves the right to terminate Licensee's license to evaluate Software Products at any time in its sole discretion. Licensee agrees to return or destroy Licensee's copy of the Software Products upon termination of this Agreement for any reason. To the extent that any provision in this Section 4 is in conflict with any other term or condition in this Agreement, this Section 4 shall supersede such other term(s) and condition(s) with respect to the evaluation of Software Products, but only to the extent necessary to resolve the conflict. ADOBE IS LICENSING THE SOFTWARE PRODUCTS FOR EVALUATION ON AN "AS IS" BASIS AT LICENSEE'S OWN RISK. SEE SECTIONS 7 AND 8 FOR WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS WHICH GOVERN EVALUATION OF SOFTWARE PRODUCTS.

5.   Intellectual Property Rights. The Software and any copies that Licensee is authorized by Adobe to make are the intellectual property of and are owned by Adobe Systems Incorporated and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Adobe Systems Incorporated and its suppliers. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. Except as expressly stated herein, this Agreement does not grant Licensee any intellectual property rights in the Software and all rights not expressly granted are reserved by Adobe.

6.   Updates. If the Software is an upgrade or update to a previous version of the Software, Licensee must possess a valid license to such previous version in order to use such upgrade or update. All upgrades and updates are provided to Licensee on a license exchange basis. Licensee agrees that by using an upgrade or update Licensee voluntarily terminates Licensee's right to use any previous version of the Software. As an exception, Licensee may continue to use previous versions of the Software on Licensee's Computer after Licensee uses the upgrade or update but only to assist Licensee in the transition to the upgrade or update, provided that the upgrade or update and the previous versions are installed on the same computer. Upgrades and updates may be licensed to Licensee by Adobe with additional or different terms.

7. WARRANTY

7.1.   Warranty. Adobe warrants to Licensee that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following shipment of the Software when used on the recommended operating system, platform and hardware configuration. This limited warranty does not apply to evaluation software (as indicated in Section 4), patches, sample code, sample files and font software converted into other formats. All warranty claims must be made within such ninety (90) day period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of Adobe and Licensee's exclusive remedy shall be limited to either, at Adobe's option, the replacement of the Software or the refund of the license fee paid to Adobe for the Software.

7.2   DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY ADOBE AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ADOBE'S, ITS AFFILIATES' OR ITS SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE IN LICENSEE'S JURISDICTION, ADOBE, ITS AFFILIATES AND ITS SUPPLIERS PROVIDE THE SOFTWARE AS-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY

RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8.   LIMITATION OF LIABILITY. EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 4, IN NO EVENT WILL ADOBE, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this Agreement limits Adobe's liability to Licensee in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact Adobe's Customer Support Department.

9.   Governing Law. This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is purchased when Licensee is in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is purchased when Licensee is in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is purchased when Licensee is in any other jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10.   General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates may be licensed to Licensee by Adobe with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

11.   Notice to U.S. Government End Users.

11.1   Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being

licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

11.2   U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12.   Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

13.   Third-Party Beneficiary. Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

Adobe is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

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

Tyler Technologies, Inc.   **City of West Jordan**
ERP and Schools Division

By:_____   By:_____

Name:_____   Name: Richard L. Davis_____

Title:_____   Title: City Manager_____

Date:_____   Date:_____

Exhibit 6 – Statement of Work

Statement of Work follows this page.

Exhibit 7 – Software Modifications

1. CSS requires TCM to surface attachments, so the site would need to attach the marked up plans to the Prerequisite using TCM. When a clerk creates an attachment in TCM linked to the plan review, they can specify a "Public Flag" in order to filter any internal attachments. The modification would enhance CSS, adding a new Prerequisite document type and surfacing related attachments in the Plan Review page. Cost: $8,800

2. Add an option to allow uninspected checklist items to be passed forward to a re-inspection. Cost: $3,300

Exhibit 8 – Tyler's Proposal

Tyler's Proposal for City of West Jordan, UT Software and Implementation Services for Enterprise Resource Planning (ERP) System dated October 7, 2013 is incorporated by reference.

Exhibit 9 - TylerForms Output Management Solution Printer Requirements

TylerForms Output Management Solution Printer Requirements follows this page.

TylerForms Output Management Solution Printer Requirements

Check Printers – *The following technical specifications must be met for check printing with the TylerForms Output Management Solution.*

HP Brand Black/White Laser Jet Networked Printer with Static IP Address
Automatic Duplexing
IEEE 1284-B Compliant Parallel Port or High Speed USB 2.0 Port
HP Jet Direct Fast Ethernet Embedded Print Server
PCL 5e Personality or Language Installed
Minimum Memory - 64MB
Minimum of 80 Internal TrueType Scalable Fonts (80 HP Font Set)
Minimum of 2 Full Input Trays (Manual Feed Tray not usable)
Accommodates Letter and Legal Size Paper Stock
Printers must have the latest firmware updates installed

PLEASE NOTE: We do not support HP printers that have been modified with TROY brand or any other 3rd party MICR security features for check printing.

Approved TylerForms Check Printers

Newer HP Printer Models – *Please note that not all of these will be available from HP directly as they change printer models often; they may be available from HP resellers or other retail sources.*

HPLJ 600 M601dn*	HPLJ 3015dn*	HPLJ 9050dn
HPLJ 600 M602dn*	HPLJ 3015x	
HPLJ 600 M602x	HPLJ 4015x	
HPLJ 600 M603dn*	HPLJ 4515x	
HPLJ 600 M603xh	HPLJ 9040dn	

*If using the HPLJ 3015dn, HPLJ M601dn, HPLJ M602dn and HPLJ M603dn you must purchase an additional input tray.

Older HP Printer Models

HPLJ P3005x	HPLJ 4350dtn
HPLJ 4510x	HPLJ 8150dtn
HPLJ 4200dtn	HPLJ 9000dn
HPLJ 4250dtn	

Please note that older printers must be in excellent working condition. If older printers do not perform consistently you will need to supply another printer that does.

Other Form Printers - *The following technical specifications must be met for all other form (not check) printing with the TylerForms Output Management Solution.*

Networked Laser Printer with Static IP Address
PCL 5e Personality or Language Installed
Minimum Memory - 64MB
Minimum of 2 Full Input Trays (Manual Feed Tray not usable)
Minimum of 80 Internal TrueType Scalable Fonts
Accommodates Letter and Legal Size Paper Stock
Printers must have the latest firmware updates installed
*Please note that for some form designs you may need to have a duplexing unit on the printer.

Please note that our solution is designed for and guaranteed to work with approved HP black and white laser jet printers meeting the minimum requirements. For non-check forms we will make every effort to print to other networked printers as long as they meet the technical requirements. While we routinely and successfully print other forms to many brands of laser printers, if we are unable to print to a printer on your site, you will be required to provide an alternate printer.

s

Statement of Work

January 21, 2014
Version 4.0

Prepared for
West Jordan, UT

Table of Contents

The information contained herein is based on the Investment Summary in the Agreement. In the event of discrepancy between this Statement of Work and the Investment Summary, the Investment Summary takes precedence.

Section A: Executive Summary

A.1.1   Project Background

<mark>To be inserted by Client</mark>

A.1.2   Project Vision

<mark>To be inserted by Client</mark>

A.1.3   Project Criteria for Success

<mark>To be inserted by Client</mark>

A.1.4   Scope of the Project

The scope of the ERP project is divided into two major phases that will occur over approximately 18 months. For purposes of this SOW, the scope includes both the software scope defined below as well as the scope of the implementation effort that is defined in Section D, Implementation.

Phase 1–Core Financials (targeted March 2014 – October 2014)

Phase 1 will include Core Financials and be delivered to the City in a manner and timeframe that will facilitate an October 1, 2014 planned "go-live" date. The requirements delivered to meet the City's functions will be governed by the functional requirements set forth in <mark>Exhibit</mark> 8 of the Agreement.

Phase 1 will include the following functions and corresponding Tyler modules or third party systems listed below.

Functional Area	Module
System Wide	• MUNIS Office • Role Tailored Dashboard • Tyler Content Manager Standard Edition • Tyler Forms Processing • Munis Analytics & Reporting
General Ledger / Chart of Accounts	• Accounting General Ledger (Core Financials) • Cash Management
Budgeting	• Budgeting
Purchasing	• Purchasing • Requisitioning
Accounts Payable	• Accounts Payable
Project / Grant Accounting	• Project / Grant Accounting
Accounts Receivable / Billing	• Accounts Receivable • General Billing

Phase 2–Core Human Resources/Payroll (targeted June 2014 – January 2015)

Phase 2 will include Core human resources and payroll to be delivered to the City in a manner and timeframe that will facilitate a targeted January 1, 2015 "go-live" date. The requirements delivered to meet the City's functions will be governed by the functional requirements set forth in ==Exhibit== 8 of the agreement.

Phase 2 will include the following functions and corresponding Tyler modules or third party systems listed below.

Functional Area	Module
Human Resources	• Human Resource Management
Payroll	• Payroll w/ Employee Self Service
Employee Expense Reimbursement	• Employee Expense Reimbursement
Applicant Tracking	• Applicant Tracking
Risk Management	• Risk Management

Phase 3a – Utility Billing and Accounts Receivable (targeted July 2014 – April 2015)

Phase 3 will include Utility Billing and Accounts Receivable to be delivered to the City in a manner and timeframe that will facilitate a targeted April 1, 2015 "go-live" date. The requirements delivered to meet the City's functions will be governed by the functional requirements set forth in ==Exhibit== 8 of the agreement.

Phase 3 will include the following functions and corresponding Tyler modules or third party systems listed below.

Functional Area	Module
Utility Billing	• Utility Billing CIS • UB Interface • Tyler Postal Xpress
Accounts Receivable & Billing	• Tyler Cashiering • General Billing • Accounts Receivable
Property	• Central Property File • MapLink GIS Integration
Citizen	• Citizen Self Service

Phase 3b – Permits, Code and Business Licenses (targeted July 2014 – April 2015)

Phase 3 will include Permits, Code and Business Licenses to be delivered to the City in a manner and timeframe that will facilitate a targeted April 1, 2015 "go-live" date. The requirements delivered to meet the City's functions will be governed by the functional requirements set forth in ==Exhibit== 8 of the agreement.

Phase 3 will include the following functions and corresponding Tyler modules or third party systems listed below.

Functional Area	Module
Permits	• Permits & Code Enforcement
Business License	• Business License
Incident Management	• Tyler Incident Management
Citizen	• Citizen Self Service

Phase 4 – Ancillary Financials (targeted October 2014 – April 2015)

Phase 4 will include Ancillary Financials and be delivered to the City in a manner and timeframe that will facilitate an April 1, 2015 planned "go-live" date. The requirements delivered to meet the City's functions will be governed by the functional requirements set forth in Exhibit 8 of the Agreement.

Phase 4 will include the following functions and corresponding Tyler modules or third party systems listed below.

Functional Area	Module
Purchasing	• Contract Management
	• Bid Management
	• Inventory
	• eProcurement
Fixed Assets	• Fixed Assets
	• BMI Asset Track Interface
	• GASB 34 Reporter/CAFR

Section B: Project Governance

B.1.1   City Project Structure

Org diagram to be inserted by Client

B.1.2   City Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the project. The joint team of the City and Tyler will ultimately be responsible for designing, developing and delivering the final products of this project.

The City defines its resources as follows:

B.1.3   Project Sponsor:

The Project Sponsors provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization; and when called upon acting as the final authorities on all project decisions. Project sponsors will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities. The project sponsors will empower the steering committee to make critical business decisions for the City.

Resource	Title	Expected Commitment
	City Manager	As Needed Executive Support

B.1.4 Executive Team:

The Executive Team will be made up of director level staff from the City of Sample. The Executive Team will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Team oversees the project team and the project as a whole. Through participation in regular meetings the Executive Team will remain updated on all project progress, project decisions, and achievement of project milestones. The Executive Team will also provide support to the project team by communicating the importance of the project to each member's department along with other department directors in City. The Executive Team is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Executive Team also serves as primary level of issue resolution for the project.

The Executive Team will meet on a regularly scheduled basis for approximately one hour every two weeks. The meeting schedule, time and location will be set as a recurring meeting. Additional meetings may be scheduled as necessary. Similarly, meetings may be cancelled. The Project Manager will be responsible for distributing an agenda prior to each scheduled meeting. Meeting notes will be taken and then approved at the following regularly scheduled meeting.

The City Executive Team Members are part of the escalation process for all issues not resolved at the Project Manager and/or Senior Project Manager levels. The Executive Team has active project participation on a limited basis, primarily participating in Executive Team Meetings and the project review that occurs as part of the meetings.

Executive Team Members will be responsible for:
- Attend all scheduled Executive Team meetings
- Provide support for the project
- Assist with communicating key project messages throughout the organization
- Make the project a priority within the organization
- Provide management support for the project to ensure it is staffed appropriately and that staff have necessary resources
- Monitor project progress including progress towards agreed upon goals and objectives
- Make all decisions related to impacts on the following
  - Cost
  - Scope
  - Schedule
  - Project Goals

- City Policies

Resource	Title	Expected Commitment
		As needed
		As needed
		As needed
		As needed
		As needed
		As needed

B.1.5 Project Manager:

The City's project manager will coordinate project team members, subject matter experts, and the overall implementation schedule. The Project Manager will be responsible for reporting to the Executive Team and providing the majority of the City's change management communications and coaching.

The project manager will be responsible for:

- Working with the Tyler Project Manager
- Reviewing and approve all project deliverables
- Management of project risks and issues jointly with the Tyler PM
- Tracking project risks and issues
- Managing and updating the project plan with the Tyler PM
- Acting as liaison between project team and Executive Team
- Making regular updates/refinements to the SharePoint project site repository
- Scheduling City resources for implementation tasks and training days at the direction of the Tyler PM. This includes but is not limited to personnel, equipment and training rooms (may be done with the assistance of administrative staff)
- Maintaining team contact numbers, email lists, and regular communications
- Acting as point of contact for Tyler for staffing and delivery matters
- Escalating issues per the approved Issue Resolution Plan

Resource	Title	Expected Commitment
	Project Manager	

B.1.6 Project Team:

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required City tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of the City consistent with the project goals, project vision, and direction from

the Project Manager and Executive Team. Project Team members will be dedicated to the project full time.

The City Project Team/Functional Leads will be responsible for:
- Making business process changes under time sensitive conditions.
- Assisting in identifying business process changes that may require escalation.
- Attending and contributing business process expertise for As-Is, To-Be and the Static Environment Testing sessions.
- Identifying and including necessary subject matter experts to participate in As-Is, To-Be and the Static Environment Testing sessions.
- Providing business process change support during Core User and End User training.
- Completing security templates for all Core and End users.
- Completing Performance Tracking review with City Project Team on End User competency on trained topics.
- Providing Core and End users with dedicated time to complete required homework tasks.
- Acting as supervisor/cheerleader for the new process.
- Identifying and communicating to City Project Team any additional training needs or scheduling conflicts
- Actively participate in all aspects of the implementation, including, but not limited to, the following key activities:
    - Complete homework assignments
    - Kick-Off Planning and Coordination
    - Project Management Plan Development
    - Schedule Development
    - Maintains and Monitors Risk Register
    - Escalates Issues as needed
    - Communicates with Tyler Project Team
    - City Resource Coordination
    - As-Is/To-Be
    - Best Practices Decision-making
    - Static Environment Testing (SET)
    - Change Management Activities
    - Analysis, Table Building, Security and Workflow Maintenance
    - Process Training
    - Customization Specification, Demonstrations, Testing and Approval
    - Conversion Analysis and Verification
    - End User Training
    - Parallel Testing and/or Trial Run Testing
    - Forms Design, Testing, and Approval
    - User Acceptance and Stress Testing

Resource	Function	Expected Commitment

B.1.7   Subject Matter Experts:

Subject matter experts (SME's) will play an important role in the project to provide necessary expertise not found on the project team and to support project team activities. However, subject matter experts will have a primary responsibility to their "home" department and not be available for significant periods of time on the project.

SMEs will be the City's primary interface to its End Users. The City's End Users will ultimately be the users of the system in all areas through the City. End User's proactive adoption of the system is vital to the City realizing success in this project. End Users will be consulted throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

The City Subject Matter Experts will be responsible for:
- Participating in project activities as required by the project team and project manager
- Providing subject matter expertise on both City business processes and requirements
- Act as SME and attend As-Is, To-Be and the Static Environment Testing sessions if needed
- Attend all scheduled training sessions
- Practice all processes following training and as needed throughout project
- Assist in Conversion Validation as needed
- Become application experts
- Participate in Trial Runs and/or Parallel Processing testing
- Participate in SET processes and provide feedback to the project team on the SET results
- Adopt and support changed procedures
- Practice and complete all homework on an acceptable time line
- Demonstrate competency with MUNIS processing prior to GO LIVE

Resource	Function	Expected Commitment

B.1.8   Technical Team:

The City's technical team will be primarily responsible for overall system administration, security, and workflow. The Technical Team will also handle all data conversions, interfaces, and reporting for the City. It is expected that the Technical team will be responsible for system administration post go-live. Because the Technical Team is tasked with maintaining the City's customized current system, technical team members also possess functional knowledge and are expected to be key resources not only for technical tasks, but also functional tasks.

The City's technical team will be responsible for all technical aspects of the project. Technical resources will also be responsible for coordinating with Tyler's installation team to support the implementation.

The City Technical Team will be responsible for:

▪ Loading updates and releases according to the Update and Release Plan
▪ Copying source databases to training/testing databases as needed for training days
▪ Extracting and transmitting conversion data and control reports following conversion schedule
▪ Adding new users and printers
▪ Performing basic server system maintenance
▪ Ensuring all users understand log-on process and have necessary permission for all training sessions
▪ Coordinating IT functions such as system backups, loading releases and software updates, hardware installation and operating system setup
▪ Providing remote access for Tyler support personnel upon need / request

Resource	Title	Expected Commitment

B.1.9   City Change Management Team

The City's change management team is responsible for maintaining regular and effective project communications between project stakeholders and supporting overall change efforts in the City. While it is expected that all City project team members and Executive Team members will have a change management role, the following individuals will be tasked with coordinating that effort.   Responsibilities will include:

• Leading change management portion of process
• Executing the change management plan
• Directing City-wide communications
• Assisting with obtaining adoption of new business processes
• Coordinating department readiness for new system
• Managing development of training and providing training oversight
• Ensuring that City end users are receiving appropriate training
• Providing a place for City employees to voice concerns over the project
• Resolving change management issues
• Assisting with post implementation support planning

Resource	Title	Expected Commitment
	Project Manager	Included as Project Manager Role
	Change Management Facilitator	TBD

B.1.10 Tyler Project Structure

Below is a description of the roles and responsibilities of each member of the Tyler project structure with a level of commitment for both overall work and on-site presence for the City's project. Additionally, key personnel resources are identified. Key personnel are subject to key personnel requirements included in the master agreement.

```
                          Tyler Executive
                       Dick Peterson, President
                  Chris Webster, VP of Implementation

   Tyler Technical Support    Tyler Regional Managers    Tyler Development

        Financials              Tyler Implementation          Financials
                                      Team
        Payroll                                               Payroll
                               Functional Project
                                   Managers
        Revenue                                               Revenue
                               Implementation
                                 Consultant
        OSDBA
                                  Conversion

                                    Change
                                  Management

                                  Tyler Forms
```
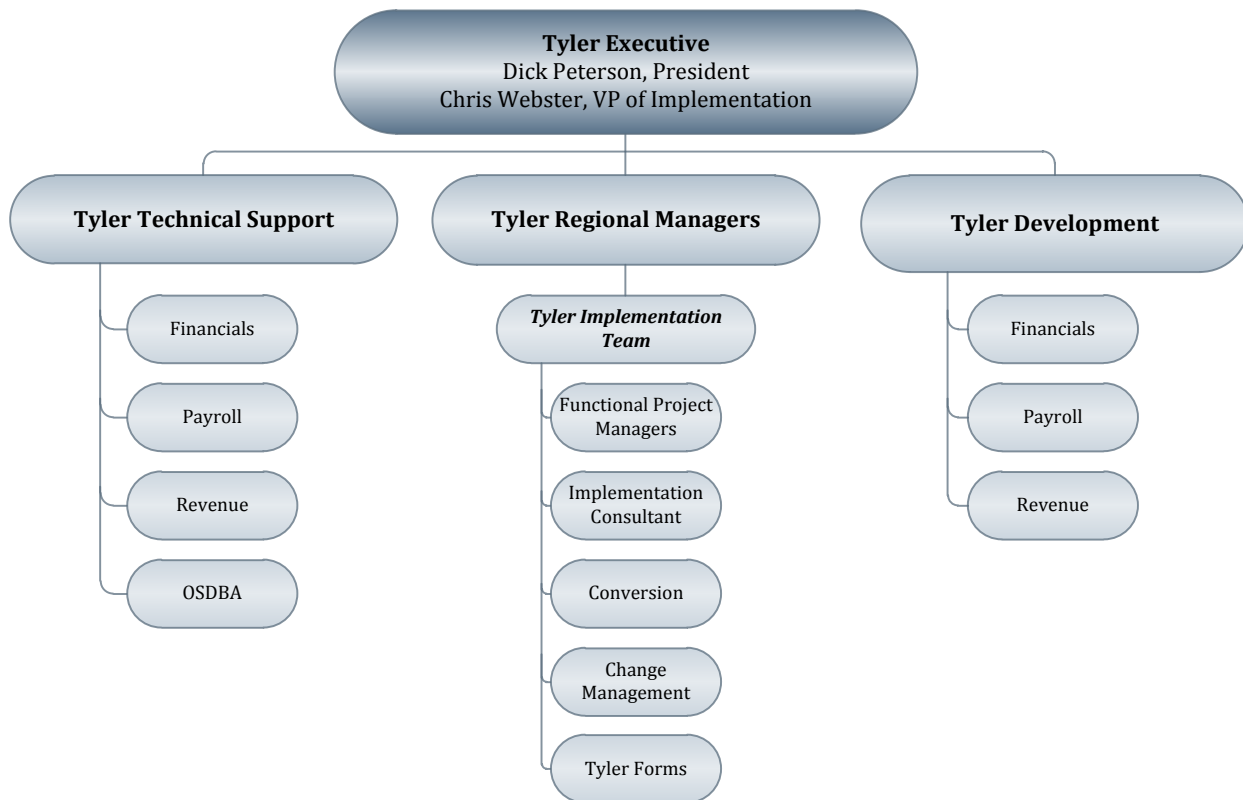
B.1.11 Tyler Roles and Responsibilities

Tyler plans to leverage the strengths, skills and knowledge of our blended team members. In the table that follows, a description of the various roles and responsibilities associated with the overall project team is provided.

B.1.12 Tyler Executive Oversight

The Tyler Vice President of Implementation 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 is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions. The Tyler Project Managers or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance. The communication path for issue escalation at this level is typically with the Project Sponsor and/or Executive Team.

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
Chris Webster	Vice President - Implementation	As needed	As needed	No

B.1.13 Tyler Regional Manager

This team member has indirect involvement with the project and is part of the Tyler escalation process. Tyler Project Managers may consult the Regional Manager with issues and decisions regarding the project. The Tyler Regional Manager is responsible for:

- Tyler project team staffing decisions
- Assisting Tyler Project Managers with resolution of issues outside of the scope of the project impacting budget, scope or schedule
- Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Providing proactive personal communication with City Executive Sponsor and/or City Project Manager as needed for critical project risks and success factors

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
Scott Parks	Regional Manager	As needed	As needed	No

B.1.14 Tyler Functional Project Managers

Tyler Project Managers are empowered to make all Tyler decisions regarding the project in order to keep the project on task. They initiate Change Orders on all approved decisions impacting the scope of the contract, as agreed upon by the City and Tyler Project Teams. They escalate outstanding tasks and issues within Tyler and to the City Project Manager, as applicable. They work with the Tyler and City Project Team Members to ensure tasks are completed and decisions are made in a timely fashion, coordinate Tyler activities across modules and phases, and develop the Project Management Plans, with the assistance of the City Project Manager, in order to effectively manage the scope of the project and all changes that occur throughout the life of the project or project phase. Tyler Project Managers will be responsible for:

- Provide a Project Plan for each phase
- Work with the City PM to coordinate an implementation schedule
- Schedule Tyler resources for each phase
- Coordinate conversion services with appropriate Tyler departments
- Coordinate services with Tyler Forms
- Oversee project and monitor progress with the City PM
- Hold regular conference calls with the City PM to review status and progress of project and to identify any outstanding issues.
- Manage change orders
- Initiate change requests to project management plans as requested by the City

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
TBD	Project Manager – FIN & PR/HR		As needed	Yes
TBD	Project Manager – UB		As needed	Yes
TBD	Project Manager – BL		As needed	Yes
TBD	Project Manager – Permits		As needed	Yes

B.1.15 Tyler Implementation Consultants

The Tyler Implementation Consultants will be responsible for:

- Providing in-depth product expertise and knowledge of best practices use of Tyler products
- Conducting business process review and solution design analysis
- Review module-specific configuration plans and desired processing options
- Assist in configuration of module design plans and options
- Provide conversion analysis and crosswalk assistance
- Lead to-be Static Environment Testing
- Conducting training (process, conversion validation, parallel processing)
- Testing functionality with City (base, customizations, interfaces)
- Performing problem solving and troubleshooting
- Following up on issues
- Complete daily site reports detailing activities for each implementation day
- Keeping the project manager(s) 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

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
TBD	Implementation Consultant - Financials	Varies - per contracted days		Yes
TBD	Implementation Consultant - Financials	Varies - per contracted days		No
TBD	Implementation Consultant - Payroll/HR	Varies - per contracted days		Yes
TBD	Implementation Consultant - Payroll/HR	Varies - per contracted days		No
TBD	Implementation Consultant – UB	Varies – per contracted days		Yes
TBD	Implementation Consultant – UB	Varies – per contracted days		No
TBD	Implementation Consultant – BL	Varies – per contracted days		Yes
TBD	Implementation	Varies – per		No

	Consultant – BL	contracted days		
TBD	Implementation Consultant – Permits	Varies – per contracted days		Yes
TBD	Implementation Consultant – Permits	Varies – per contracted days		No

B.1.16 Project SharePoint

Tyler understands that current, accurate information that is easily accessible is a key component in an ERP Implementation Project. As part of Implementation, Tyler will provide and host a SharePoint web site. The purpose of this site is to furnish the city and Tyler staff with a central location to plan, store and access pertinent documentation and information relating to the city's implementation project. The ERP Implementation SharePoint site will ensure that all project stakeholders have an easy-to-use tool that will provide an integrated location to inquire, review and update any and all project information.

It is Tyler's goal to have the site available for introduction to the City during the Project Manager's on-site Kick-Off meeting. At this meeting, the PM will provide an overview of the site and distribute documentation that further explains the site and its available tools. It will be a central location to maintain control of the project and provide team members with a formal method of managing tasks, owners and due dates throughout the project.

This site will be jointly maintained by the Tyler and City Project Teams for the duration of the implementation. Each City SharePoint site will utilize standards and defaults set by Microsoft SharePoint software. The site will be easy to navigate and provide text "breadcrumbs" for backtracking and/or return to the home page. Tools of the site will include, but are not limited to: Documents & Links; Announcements; Calendar; Project Task List; Issues & Action Items; Project Plan; Modifications& Enhancements; Versioning; Alerts.

B.1.16.1 SharePoint Backups

Tyler performs a daily routine backup for all Client SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services. Tyler does not provide SharePoint consulting services to restore provided backup files in client-hosted environment.

B.1.17 Project Plan

Tyler will create and maintain a Project Work Plan throughout the project life cycle that represents the project's scope of work and responsibilities as defined in this SOW and those dependent work efforts that affect the project's schedule or budget. The initial project plan is established with the City's approval of this SOW as the approved budget, schedule, and scope of the project and updated throughout the life of the project. The Tyler Project Manager will present the working project plan to the Project Team at the kickoff or a subsequent project meeting. The project team will ask for modifications or will accept the Tyler project plan. Once the project plan is approved by the project team, the project baseline will be set by the Tyler Project Manager.

The baseline Project Work Plan will contain:

- Project's activities with tasks
- Specific resources assigned to project tasks
- Detailed Project schedule / Work Break Down Structure (WBS) featuring phases, deliverables, and work packages

All project tasks will be assigned owners and due dates which correspond with the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates.

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions

B.1.18 Project Status Reports

Tyler will develop a Communications Management Plan, at the onset of the project that will define the frequency and recipients for the project status reports. Project reports are intended for the Project Manager and the City Executive Team and provide the following key elements:

- Project Status
- Summary of accomplishments
- Status of key milestones deliverables
- Project timeline
- Issues/Risks
- Planned risk mitigation strategy
- Progress towards City project goals / criteria of project success
- Summary of change requests.

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and the City on a bi-weekly basis, or more often if deemed necessary by either the Tyler Project Manager or the City Project Manager. The project team will meet to communicate activities occurring across sub-teams and to communicate any issues that are impeding progress.

B.1.19 Issue Tracking

Upon identification of project issues, risks, and key project decisions both Tyler and City team members are responsible for adding the issue to the Issue Log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Module/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations

- Resolution Assignment
- Date Tested
- Date Closed

The City and Tyler project managers will review the Issues Log on a bi-weekly basis during project team meetings, more frequently if needed. The City and Tyler project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the project, the City and Tyler project managers will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Tyler implementation team will coordinate as necessary with Tyler's internal resources. The City will not be responsible for making direct contact with Tyler support for issues identified on the issues log unless a critical issue is encountered while Tyler implementation staff is not onsite and the issue prevents City staff from making appropriate progress.

B.1.20 Issue Resolution

The following issue resolution processes will be used during the Project for all issues identified on the issues log.

Within two (2) business days following the scheduled status meeting, the City Project Manager and Tyler Project Managers will prioritize all new issues, provide an estimated due date for decision, assign the issue to an appropriate team member(s) and enter the detail in the Issues & Actions list on SharePoint.

Step 1: Once the issue has been assigned, the appropriate team member(s) are responsible for completing the assigned follow-up tasks and resolving the issue by the assigned due date. Assigned resources could include both the Tyler or City project team members. The goal timeframes for resolving an issue are outlined in the Goal Issue Resolution Response Matrix below. In the event that the issue is not resolved by the project team during the time allotted, the issue will be escalated to step 2.

Step 2: If issues are not resolved by the project team and/or the City Project Manager and the Tyler Project Managers, the issue will be referred to the City Executive Team and/or Tyler Regional Manager for decision at the next scheduled meeting. For critical decisions, the Tyler project managers and City project manager can agree to schedule a special Executive Team meeting to discuss the issue. In the event the issue is not resolved by Tyler and the City Executive Team, the issue will be referred to Step 3.

Step 3: If issues are not resolved by the City Executive Team and/or Tyler Regional Manager, the issue will be referred to the City Project Sponsor and/or the Tyler Executive Oversight for the Project. The City Project Manager and Tyler Project Managers will request a meeting of the City Project Sponsor and/or Tyler Executive Oversight to be held within ten (10) business days. Meetings may need to occur sooner for critical issues. Prior to each meeting, both Tyler and the City will prepare a written analysis of the issue with recommendations for discussion. The City Project Sponsor and Tyler Executive Oversight will agree on a final resolution to the issue. It is expected than any decision impacting one of the following may also require a scope change approval as described in a later section of this statement of work. It is also expected that one or more of the following will apply:

- Have a significant impact on the Project or the organization
- Have a significant impact on Project scope

- May result in additional cost to Tyler or the City
- May cause the Project or the delivery of a Deliverable to become delayed

At any time during the project, if the City is not satisfied with the level of response from any of the Tyler project managers or Tyler Regional Manager, or if the Tyler project manager or Tyler Regional Manager do not have the ability to make key decisions or resolve potential issues, the City will reserve the right to escalate the issue to the Tyler Executive Oversight Team. Tyler's Executive Oversight Team will have responsibility for overall project delivery.

B.1.21 Goal Issue Resolution Response Matrix

Issue Group – Project	Goal Resolution Response				Notes
	Critical (Priority 1)	High (Priority 2)	Medium (Priority 3)	Low (Priority 4)	
Scope Change Request Response	<=1 day	<=10 days	<=30 days	<=60 days	See below for priority definitions.
Project Implementation Issues Response	<=1 day	<=7 days	<=30 days	<=45 days	See below for priority definitions.
Decision Making Delays Response	<=1 day	<=7 days	<=30 days	<=45 days	See below for priority definitions.
Personnel Issues	<=1 day	<=15 days	<=30 days	<=45 days	See below for priority definitions.
Conversion Issues	<=1 day	<=7 days	<=30 days	<=45 days	See below for priority definitions.
Critical (Priority 1):	Issue is critical to the City and has significant impact on live processing, time sensitive training or critical path tasks.				
High (Priority 2):	Issue is severe, but there is a work around or intermediary action the City can take.				
Medium (Priority 3):	Issue is a non-severe but requires follow up from Tyler.				
Low (Priority 4):	Issue is non-critical for the City and they would like to work with applicable Tyler resource as time permits.				

B.1.22 Scope Change Process

If the City requires the performance of services that are not then being performed, or requires a change to the existing services, the City's Project Manager shall deliver to the Tyler's Project Managers a scope change request specifying the proposed work with sufficient detail to enable Tyler to evaluate it. Tyler, 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 Tyler and City) required to perform the change
- Specifications
- Implementation Plans
- Schedule for completion
- Acceptance criteria
- Impact on current milestones and payment schedule
- Impact on project goals and objectives
- Price

All scope change requests and scope change proposals will be approved first by the City Project Manager and Tyler Project Managers. Scope change requests will also be identified on the issues log and elevated to the City Executive Team for review at the next Executive Team meeting.

Within the reasonable timeframe specified in Tyler's scope change proposal, which timeframe shall not be less than ten (10) business days from the City Project Manager's receipt of such scope change proposal (the "Response Period"), the City shall notify Tyler in writing if the City elects to proceed with the change proposal. If, within the Response Period, the City gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it. Tyler shall promptly commence performing the Services described in

the scope change proposal upon Tyler's receipt of an approved scope change proposal during the Response Period, subject to the availability of Tyler personnel unless otherwise mutually agreed. Tyler acknowledges that any scope change proposal that affects the total cost of the project is subject to the City's policies and that the Response Period must provide adequate time for City's consideration. City acknowledges that such scope change proposals may affect the implementation 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 the daily rates for services, unless mutually agreed in writing otherwise.

Section C: Technology Architecture

C.1.1 Munis Server Environment

Tyler Technologies
ERP Hardware Recommendations
Munis v10.4
(For an estimated 60 concurrent power users)

City of West Jordan, UT

Rev 1. 01-13-2014 BDK
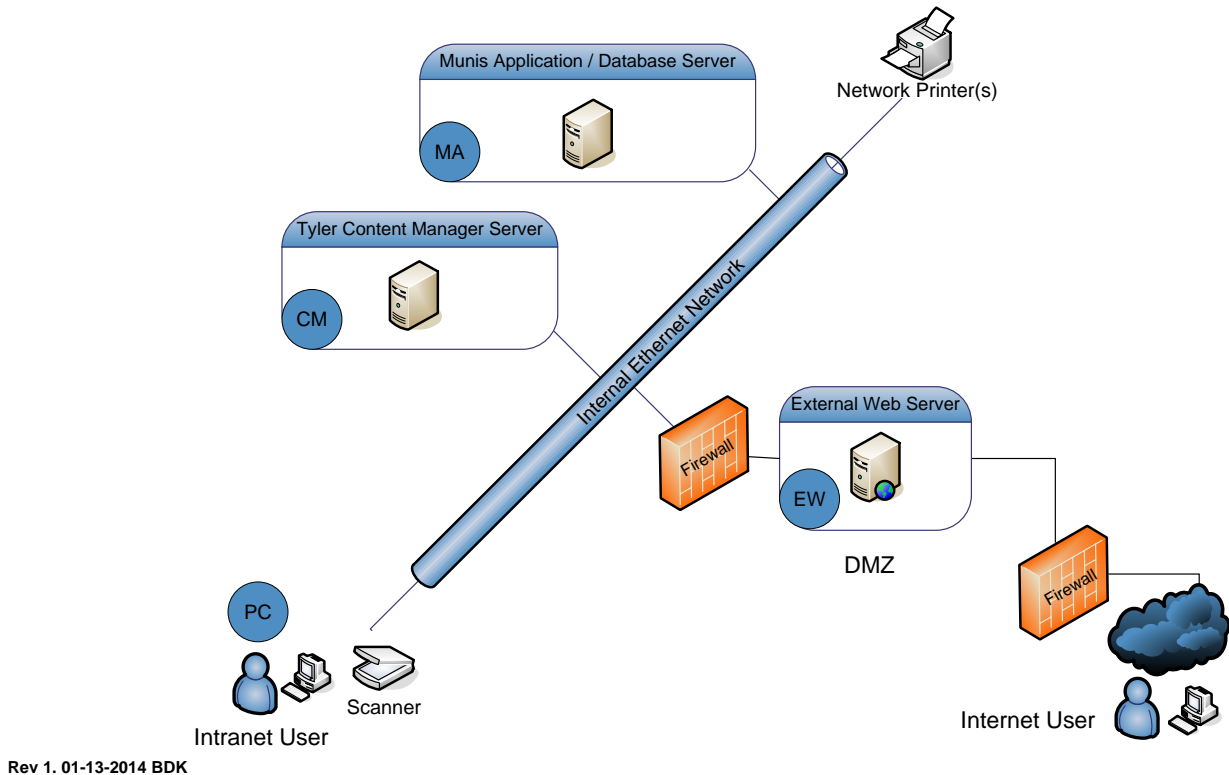
Detailed Production Hardware Configuration List (Virtual Servers):

(MA) Munis Application / Database Server*

6 Intel Xeon Virtual CPUs
32 GB of dedicated RAM
700 GB of disk storage (RAID 10 recommended):
     100 GB C: Drive – Operating System
     600 GB D: Drive – Applications and Databases
64 – bit Windows Server 2012 Standard
64 – bit SQL Server 2012 Standard

(CM) Tyler Content Manager Server**

4 Intel Xeon Virtual CPUs
24 GB of dedicated RAM
100 GB of disk storage:
     100 GB C: Drive – Operating System & TCM Applications
64 – bit Windows Server 2012 Standard

* Tyler Dashboard a fully functional Active Directory Domain

**TCM databases are stored on the MA server. TCM databases local to CM server (combined SQL/TCM) will require significantly higher disk space requirements.

(EW) External Web Server

2 Intel Xeon Virtual CPUs
8 GB of dedicated RAM
100 GB of disk storage:
     100 GB C: Drive – Operating System & Web Content
64 – bit Windows Server 2012 Standard
1024-bit or higher SSL Certificate

Backup Solution (offsite, enterprise, tape, etc.) **–** *(not shown)*

SAN Unit – *(optional, not shown)*

Performance Notes:

Robust Munis performance and the subsequent end user experience rely primarily on properly provisioned and configured hardware infrastructure. This fundamental rule applies to physical, virtual and mixed infrastructure environments. Performance of the core Munis ERP Financials solution is primarily determined by the capability of the underlying database solution, Microsoft's SQL Server. In our experience the best indication of robust SQL performance is access to low latency, high performance Serial Attached SCSI hard disks configured in a RAID 10 disk array.

*For those sites interested in leveraging virtual servers it is critical that the Tyler Databases have access to low latency, high performance disks. In our experience the best approach for ensuring strong virtual server performance with Munis and SQL Server is to have a strong focus on disk performance. RAID 10 disk arrays configured with Serial Attached SCSI disks in a directly attached enclosure or via Fiber Channel are recommended for robust and reliable performance. **Please note that disk arrays shared by multiple virtual guests will compete for I/O and will likely constrain Munis performance.***

Due to the rapid pace of change Tyler recommends that all sites interested in leveraging virtual servers to work closely with a vendor who is an expert in this arena. Tyler is available to work with you and your vendor of choice to ensure the proper infrastructure is designed and implemented for use with the Munis ERP Financial solution.

Database Notes:

Database and Operating System licensing is the responsibility of the client. Please note that providing database services to Internet users requires CPU licensing for the database.
Utilizing more than one network port in a server requires appropriate software and network configuration which is the responsibility of the client and/or hardware vendor.

Rev 1. 01-13-2014 BDK

Software – Components Itemized by Server

(MA) **Munis Application Server**

MUNIS Application Modules (Live/Train/Test/Verif)
- Accounting / GL/BG/AP
- Purchasing
- Fixed Assets
- Inventory
- Project & Grant Accounting
- Risk Management
- Cash Management
- Employee Expense Reimbursement
- Bid Management
- Contract Management
- Payroll
- HR Management
- Applicant Tracking
- Utility Billing CIS
- Permits & Code Enforcement
- Business Licenses
- Accounts Receivable
- UB Interface
- General Billing
- Central Property File

Tyler Incident Management
CAFR Statement Builder
Munis Analytics & Reporting
Tyler Cashiering
MapLink GIS Integration
eProcurement
Tyler Forms Processing

(CM) **Tyler Content Manager Server**

Tyler Content Manager SE

(EW) **External Web Server**

Employee Self Service
Applicant Tracking
Citizen Self Service
1024 bit SSL Certificate

(PC) **Client Workstation(s)**

Operating System:
Windows:	8 64-bit (*recommended*), 7 64-bit, 7 32-bit, Vista 32-bit
Mac OS X:	10.5 Leopard or higher

Memory (RAM): 4+GB (*recommended*, 2 GB (*minimum**)
Processor (CPU): Intel CPU
Screen Resolution: 1280x768 (*recommended*), 1024x768 (*minimum**)
Windows Experience Index: Base Score of 4+ (*recommended*), Base Score of 2 (*minimum***)

Internet Browser:
Windows:	32-bit Internet 10
	32-bit Mozilla Firefox 3.0+ (*Self Service only*)
Mac OS:	32-bit Apple Safari 5.0.5+

Microsoft Office:
Windows:	32-bit Microsoft Office 2010 32-bit Microsoft Office 2007
Mac OS:	32-bit Microsoft Office for Mac 2011

Additional Software:

Microsoft Silverlight 5.1 browser plug in
Java Runtime Engine (JRE) 7 Update 13+ (*Tyler Content Manager client only*)
Microsoft .Net Framework 3.5 SP1
Microsoft .Net Framework 3.5 SP1 (*used with Tyler Cashiering v2.x*)

*NOTE: Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PC's that meet (or exceed) the 'recommended' hardware configuration.

**NOTE: Windows Experience Index is an approximation of performance. A higher number will provide a better experience with the Tyler software.

Rev 1. 01-13-2014 BDK

TylerForms Output Management Solution Printer Requirements

Please note that the Tyler Forms solution is designed for and guaranteed to work with approved HP black and white laser jet printers meeting the minimum requirements. For non-check forms we will make every effort to print to other networked printers as long as they meet the technical requirements. While we routinely and successfully print other forms to many brands of laser printers, if we are unable to print to a printer on your site, you will be required to provide an alternate printer.

Please see below for a list of Requirements and additional information:

Check Printers – *The following technical specifications must be met for check printing with the TylerForms Output Management Solution*

HP Brand Black/White Laser Jet Networked Printer with Static IP Address
Automatic Duplexing
IEEE 1284-B Compliant Parallel Port or High Speed USB 2.0 Port
HP Jet Direct Fast Ethernet Embedded Print Server
PCL 5e Drivers Installed
Minimum Memory - 64MB
Minimum of 80 Internal TrueType Scalable Fonts (80 HP Font Set)
Minimum of 2 Full Input Trays (Manual Feed Tray not usable)
Accommodates Letter and Legal Size Paper Stock
Printers must have the latest firmware updates installed

PLEASE NOTE: We do not support HP printers that have been modified with TROY brand or any other 3rd party MICR security features for check printing.

Other Form Printers - *The following technical specifications must be met for all other form (not check) printing with the TylerForms Output Management Solution.*

Networked Laser Printer with Static IP Address
PCL 5e Drivers Installed
Minimum Memory - 64MB
Minimum of 2 Full
Input Trays (Manual
Feed Tray not usable)
Minimum of 80
Internal TrueType
Scalable Fonts
Accommodates Letter and Legal Size Paper Stock
Printers must have the latest firmware updates installed

*Please note that for some form designs you may need to have a duplexing unit on the printer.

Approved TylerForms Check Printers

Newer HP Printer Models – *Please note that not all of these will be available from HP directly as they change printer models often; they may be available from HP resellers or other retail sources.*

HPLJ 600 M601dn*	HPLJ 3015dn*	HPLJ 9050dn
HPLJ 600 M602dn*	HPLJ 3015x	
HPLJ 600 M602x	HPLJ 4015x	
HPLJ 600 M603dn	HPLJ 4515x	
HPLJ 600 M603xh	HPLJ 9040dn	

*If using the HPLJ 3015dn, HPLJ M601dn and HPLJ M602dn you must purchase an additional input tray.

Older HP Printer Models – *Please note that older printers must be in excellent working condition. If older printers do not perform consistently you will need to supply another printer that does.*

HPLJ P3005x	HPLJ 4350dtn
HPLJ 4510x	HPLJ 8150dtn
HPLJ 4200dtn	HPLJ 9000dn
HPLJ 4250dtn	

Please note that our solution is designed for and guaranteed to work with approved HP black and white laser jet printers meeting the minimum requirements. For non-check forms we will make every effort to print to other networked printers as long as they meet the technical requirements. While we routinely and successfully print other forms to many brands of laser printers, if we are unable to print to a printer on your site, you will be required to provide an alternate printer.

Rev. January 2014

Other Information

Overview

The Munis ERP system communicates over TCP/IP and requires a minimum network infrastructure of 10/100 Mbps between workstation and server and gigabit (1000 Mbps) connections between servers. It is highly recommended that all "internet facing" web servers reside in a Firewall DMZ. All traffic from end user to web server uses the HTTP/s protocol and can be encrypted using an SSL certificate.

A 128-bit SSL certificate is strongly recommended for external web servers.

Bandwidth Requirements

Bandwidth usage can vary depending on Munis user type and their daily functions. Based on benchmarks through Tyler's SaaS data center and test lab, Tyler recommends 20-25 kilobits per second (Kbps) per concurrent user session of the Munis ERP system. Munis has been developed with Quality of Service included to maintain slow and unreliable connections, such as cellular broadband and other low bandwidth scenarios, or gracefully close these connections when they cannot be maintained.

Tyler highly recommends sites with many anticipated remote users, especially those considering Tyler SaaS Hosting, request a bandwidth utilization report for at least 1 month of recent usage from their ISP to ensure they have sufficient bandwidth available to meet these requirements.

Bandwidth Requirements Summary

Client to Server:
- Minimum: Mobile broadband / cell card connection
- Recommended: 10/100 Mbps Network connection
- 20-25 Kbps per concurrent user session

Server to Server:
- Application Servers: 1 Gbps network connection
- Server to Disk Subsystem (i.e. SAN):
  - Application Servers: iSCSI
  - Database Servers: Fiber

Active Directory

Microsoft Active Directory is required for authentication with the Munis ERP system and is the sole responsibility of the client to have in place prior to Munis Server installation. All Munis servers must be a member of a domain which includes valid Active Directory accounts for all back office Munis users. Tyler highly recommends all workstations used by back office Munis users are a member of the same domain to ensure Single Sign-On capability and an optimum end-user experience. Please consult Tyler's Installation Department to discuss integrating with complex Active Directory configurations.

End users only accessing Employee Self Service do not require Active Directory accounts or access from workstations that are added to the domain.

Network Load Balancing

A hardware-based network load balancer is strongly recommended for multiple application servers. Tyler has tested the Barracuda Load Balancer (recommended model 340 or 440) and BigIP's F5 network load balancer.

Rev. November 2012

C.1.2   Munis Client Workstation Recommendations

This section outlines the minimum and recommended system requirements for client workstations accessing the Tyler ERP system.

See section C.1.1

C.1.3   Environments

As part of the project, Tyler and the City will establish the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments.

- Testing
- Training
- Production/Live

C.1.4   Minimum Requirements for Start Up

See section C.1.1

C.1.5 Printer Requirements for Tyler Forms

The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks. See "Comments" section of Tyler's Investment Summary for additional details.

C.1.6 Key Dates for Hardware Availability

To prevent delays in the implementation schedule, it is the responsibility of the City to have procured and installed all applicable hardware within 60 days after the effective date of the agreement. Failure to have necessary hardware within 60 days may result in delay in installing the Tyler software on the City's hardware and may require changes to the implementation schedule.

C.1.7 Technical Roles and Responsibilities

This section defines technical activities, roles and responsibilities using the key defined below.

- Own (O): The party is solely responsible for the task
- Lead (L): The party responsible for the task and may manage other resources
- Participate (P): The party is involved in, but does not lead the task
- Share (S): Both parties are mutually responsible for completing the task. Both parties assume individual responsibility to ensure task is completed
- Review (R): The party is responsible for reviewing work products after task is completed
- None (N): The party is not involved in the task

INSTALLATION		Responsibility	
Task	**Description**	**TYLER**	**CITY**
Installation Timeframe	Discuss installation time frame and customer needs	Lead	Participate
Database Configuration	Determine database configuration and specification, i.e. cluster vs. mirror	Lead	Participate
Server Specifications	Provide server specifications and consultation	Lead	Review
Hardware Quote	Obtain hardware quote from vendor	Review	Lead
Quote Review	Provide quote for review and approval	Review	Lead
Hardware Order	Order hardware and notify of arrival date	Review	Lead
Installation Confirmation	Arrange and confirm onsite installation	Lead	Participate
Hardware Notification	Notify Tyler when hardware arrives	None	Lead
Pre-Installation Conference Call	Installation Eng. to arrange conference call to discuss and finalize installation process	Lead	Participate
Hardware Configuration Confirmation	Confirm hardware is configured and meets Tyler recommended specifications and system software at necessary service pack and patch levels..	Participate	Lead
Onsite Work	Arrive onsite and begin Tyler software installation	Lead	Participate

Installation Review	Review overall installation process with customer	Lead	Participate
Installation Resources	Provide necessary resources for installation, includes: Network Admin, Active Directory Admin, Server Admin, and any other required personnel .	Review	Lead
Munis Installation	Install Tyler applications	Lead	Participate
SQL Database	Install and configure SQL database	Lead	Participate
Administration Training	Conduct administration training to review all server configurations	Lead	Participate
End User Software Installation Training	Conduct training to install end user software	Lead	Participate
Installation sign-offs	Provide system installation report.	Leads	None
Onsite Installation Acceptance	Complete installation sign offs	None	Owns
Schedule Remote Work	Arrange for items that will completed remotely	Lead	Participate
Remote Connectivity	Provide connectivity assistance for remote items	Participate	Lead
Remote Installation Acceptance	Complete remote installation sign offs	None	Owns

Section D: Implementation

D.1.1   Implementation Methodology Overview

Tyler's methodology is straightforward. We've taken the successful approach to implementation we've used or over 25 years and integrated it with the principles of the Project Management Institute (PMI), a globally recognized organization dedicated to the project management profession. As a result, our clients receive an implementation method tailored to meet their specific needs.

PMI's PMBOK® (Project Management Body of Knowledge Third Edition) Guide proposes that there are five process groups to every project: Initiating, Planning, Executing, Controlling, and Closing. As part of Tyler's commitment to incorporating the PMI principles into our implementation process, we have integrated these proven technologies of the PMI process with Tyler's implementation experience, to yield a proven approach that is tailored to the public sector.

Throughout a project, we establish control points (critical review points) to ensure an organization fully understands and accepts the project. It is at these check points that organizational stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase.
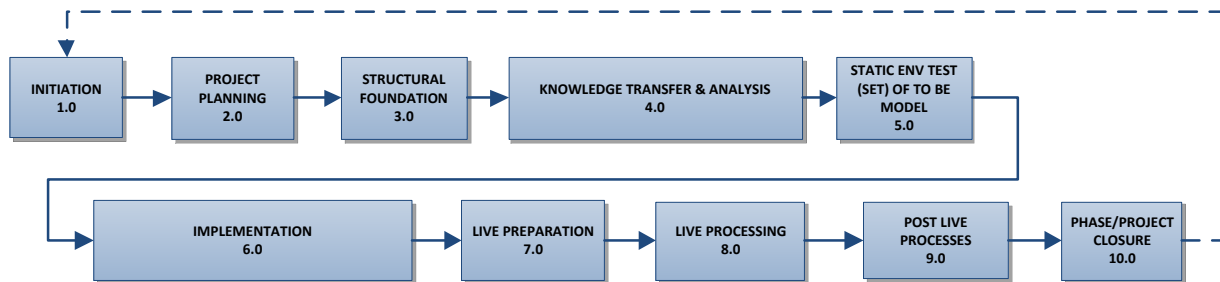
IMPLEMENTATION METHODOLOGY
PROCESS REPEATED FOR EACH PHASE

D.1.2   Implementation Schedule

The implementation schedule outlining specific tasks and activities required to meet the schedule outlined in Phases 1-4 outlined in Section A of this SOW will be defined in the project plan developed by Tyler.

D.1.3   Implementation Roles and Responsibilities

This section defines implementation activities and responsibilities for the major phases of the Tyler Implementation Methodology using the key defined below.

- Own (O): The party is solely responsible for the task
- Lead (L): The party responsible for the task and may manage other resources
- Participate (P): The party is involved in, but does not lead the task

- Share (S): Both parties are mutually responsible for completing the task. Both parties assume individual responsibility to ensure task is completed
- Review (R): The party is responsible for reviewing work products after task is completed
- None (N) : The party is not involved in the task

D.1.4   Project Management

Task	Tyler Role	City Role
Project Management		
MUNIS Project Plan Development & Management	Lead	Review
Define MUNIS Project Standards & Procedures	Lead	Participate
Obtain Executive Mandate	None	Own
Manage MUNIS Deliverable Sign-offs	Lead	Participate
Manage MUNIS Implementation Resource Scheduling	Own	None
Monitor MUNIS Project Budget	Share	Share
Risk Management	Share	Share
Coordinate MUNIS Partner 3rd Party Implementations	Lead	Participate
Schedule City Resources	Participate	Own
Coordinate MUNIS Interdepartmental Activities	Lead	Participate
Coordinate City Interdepartmental Activities	Participate	Lead
Develop and post project status reports	Lead	Participate
Tyler Project Status Meetings	Lead	Share
Coordinate and Manage Internal City Project Meetings	None	Own
Monitor City Project Task Completion	Participate	Lead
Track Project Issues	Share	Share
Track Project Risks	Share	Share

D.1.5   Implementation Process Per Phase

The following implementation process will be repeated for each phase of the project listed in Section A.

D.1.5.1 Planning and Analysis

This portion of the implementation process commences once a contract has been signed. Project team members from the organization are identified. The City's project team will be responsible for monitoring the project and providing formal acceptance of each phase. Once team members have been determined, functional leaders are chosen for the project. Management plans are formed regarding the scope, schedule, quality/testing, communication, and risk of the project. This is accomplished in cooperation with the organization's management. The process of transferring knowledge to and from the functional leaders begins. Tyler consultants then review policies and procedures related to software functionality. Finally, scripts are tested based on decisions made and formal acceptance from the City's project team is obtained before moving to the next phase.

INITIATION 1.0

- CONTRACT SIGNING 1.1
- PROJECT KICK-OFF 1.2
- CONTROL POINT: INITIATION PHASE 1.3
  - AUTHORIZATION TO PROCEED TO PLANNING PHASE 1.3.1

PROJECT PLANNING 2.0

- CUSTOMIZE TYLER IMPLEMENTATION MANAGEMENT PLANS 2.1
  - SCOPE MANAGEMENT PLAN 2.1.1
  - SCHEDULE MANAGEMENT PLAN 2.1.2
  - QUALITY MANAGEMENT PLAN 2.1.3
  - COMMUNICATION MANAGEMENT PLAN 2.1.4
  - RISK MANAGEMENT PLAN 2.1.5
  - CHANGE MANAGEMENT PLAN 2.1.6
  - RESOURCE MANAGEMENT PLAN 2.1.7
  - EDUCATION MANAGEMENT PLAN 2.1.8
  - CONVERSION MANAGEMENT PLAN 2.1.9
- FINALIZE TYLER IMPLEMENTATION MANAGEMENT PLANS 2.2
- DEVELOP SCHEDULE FOR PROJECT PHASE 2.3
- CONTROL POINT: PROJECT PLANNING 2.4
  - CLIENT ACCEPTANCE OF TYLER IMPLEMENTATION MANAGEMENT PLANS DELIVERY 2.4.1
  - CLIENT ACCEPTANCE OF PHASE SCHEDULE 2.4.2

STRUCTURAL FOUNDATION 3.0

- CHART OF ACCOUNTS ANALYSIS AND DESIGN 3.1
- SOFTWARE INSTALLATION 3.2
- VERIFICATION TEST 3.3
- SYSTEM ADMIN TRAINING 3.4
- CONTROL POINT: STRUCTURAL FOUNDATION 3.5
  - VERIFICATION TEST SCRIPT SIGN-OFF 3.5.1
  - COA DESIGN ACCEPTANCE 3.5.2

KNOWLEDGE TRANSFER & ANALYSIS 4.0

- AS-IS AND TO-BE ANALYSIS CONDUCTED BY TYLER SME, TCS OR BOTH 4.1
- KNOWLEDGE TRANSFER: CLIENT FUNCTIONAL LEADERS to Tyler 4.2
  - PROCESS FLOW CHARTS AND QUESTIONNAIRES 4.2.1
  - DESIRED CHANGES IN BUSINESS POLICIES 4.2.2
- KNOWLEDGE TRANSFER: Tyler to FUNCTIONAL LEADERS 4.3
  - PRODUCT OVERVIEW DEMONSTRATION 4.3.1
  - IN DEPTH ANALYSIS OF SOFTWARE OPTIONS 4.3.2
- AUXILIARY TABLE ANALYSIS 4.4
- BEST PRACTICES DEVELOPMENT (IF TCS) 4.5
  - BEST BUSINESS PRACTICES "TO BE" DELIVERED & REVIEWED (IF TCS) 4.5.1
  - CLIENT INTERNAL REVIEW OF BEST PRACTICES (IF TCS) 4.5.2
- DESKTOP PROCEDURES MANUALS (IF TCS) 4.6
  - DESKTOP PROC DEVELOPMENT & DELIVERY (IF TCS) 4.6.1
- STATIC ENVIRONMENT TEST PLAN 4.7
- CONTRACT MODIFICATION / INTERFACE ANALYSIS 4.8
- CONVERSION ANALYSIS 4.9
- FORMS ANALYSIS 4.10
- WORKFLOW ANALYSIS 4.11
- SECURITY ANALYSIS 4.12
- CONTROL POINT: KNOWLEDGE TRANSFER & ANALYSIS 4.13
  - CLIENT COMMUNICATES DRAFT BEST PRACTICES DECISIONS (IF TCS) 4.13.1
  - AUTHORIZATION TO PROCEED TO SET 4.13.2

STATIC ENV TEST (SET) OF TO BE MODEL 5.0

- HAND ENTER DATA CONTROL SET 5.1
- PROCESS "LIVE" TRANSACTIONS 5.2
  - TEST BEST PRACTICES DECISIONS (IF TCS) 5.2.1
  - PERFORM 5-DAY TRANSACTION TEST 5.2.2
- PERFORM RECONCILIATION TEST 5.3
- VALIDATE PROCESS FLOW 5.4
- CONTROL POINT: STATIC ENVIRONMENT TEST 5.5
  - CLIENT ACCEPTANCE OF SET PERFORMANCE 5.5.1
  - CLIENT FINALIZATION OF BEST BUSINESS PRACTICES (IF TCS) 5.5.2
  - FORMAL TRANSITION FROM TCS TO IMPLEMENTATION (IF TCS) 5.5.3
  - CLIENT SIGN-OFF ON DELIVERY OF DESKTOP DOCS (IF TCS) 5.5.4
  - AUTHORIZATION TO PROCEED TO TRAINING 5.5.5

D.1.5.1.1   Initiation (1.0)

D.1.5.1.1.1   Contract Signing

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(1.1) Contract Signing	• Contract signed by City and Tyler, takes place prior to scheduling the Project Kick-off Meeting.	Share	Share

D.1.5.1.1.2   Kick Off

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(1.2) Project Kick-Off	• Kick-Off meeting to introduce the City project team, the Tyler project team. • Provide an overview of project activities. • Opportunity for the City Executive to deliver expectations for participation and change.	Share	Share

D.1.5.1.1.3   Control Point

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(1.3) Control Point	• Implementation Phase Control Point		
(1.3.1) Authorization to Proceed to Planning Phase	• City confirms readiness to start project planning	Share	Share

D.1.5.1.2   Project Planning (2.0)

D.1.5.1.2.1   Management Plans

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(2.1.1) Review SOW/Complete Scope Management Plan	• Review/Define scope of project	Lead	Participate
(2.1.2) Complete Baseline Schedule Management Plan	• Define project-scheduling guidelines • Validate go-live dates • Determine blackout dates	Lead	Participate
(2.1.3) Complete Baseline Quality Management Plan	• Define quality and test plan and activities for project	Lead	Participate
(2.1.4) Complete Baseline Communication Management Plan	• Define communications for project • Develop a plan for communications between team members and all other stakeholders	Lead	Participate
(2.1.5) Complete Baseline Risk Management Plan	• Assess risks of project • Develop a plan for prioritizing and managing risks	Lead	Participate

(2.1.6) Develop Change Management Plan	• Provide and review standard Tyler Change Management tools for customer execution	Lead	Participate
(2.1.7) Complete Baseline Resource Management Plan	• Establishes and includes the processes that organize and manage the project team and the necessary physical resources for the project tasks	Lead	Participate
(2.1.8) Complete Baseline Training Management Plan	• Lay out the process of transferring knowledge between the City and Tyler • Define measurement criteria	Lead	Participate

D.1.5.1.2.2 Conversion and Tyler Forms Planning

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(2.1.9) Review Conversion Plan	• Review purchased conversions • Determine timelines, tasks and methods for validation	Lead	Participate
Review Tyler Forms Process	• Introduce the Tyler Forms team • Review purchased forms • Discuss equipment requirements	Lead	Participate

D.1.5.1.2.3 Project Plan Development

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
Discuss Phase Schedule	• Identify schedule constraints, critical deadlines	Lead	Participate
Coordinate non-contracted 3rd Party Implementations	• Develop plan with 3rd Party Vendor to integrate deliverables with Tyler timeline and requirements	Participate	Own
Deliver initial Phase Project Plan	• Develop task list and schedule. • Assign ownership • Post on City Project SharePoint site.	Lead	Review
(2.2) Finalize Implementation Management Plans	• Update Implementation Planning document with Planning Session results	Lead	Participate
(2.3) Develop Schedule for Project Phase	• Tyler PM will create a proposed schedule for the first phase of the project	Lead	Participate
(2.4) Control Point Project Planning	• Project Planning Control Point		
(2.4.1) City Acceptance of Tyler Implementation Management Plans Delivery	• City signs-off to accept the Implementation Plans	Participate	Lead
(2.4.2) City Acceptance of Phase Schedule	• City signs-off to accept the Phase Schedule	Participate	Lead

D.1.5.1.3   Structural Foundation (3.0)

D.1.5.1.3.1   Chart of Accounts

Task		Roles & Responsibilities	
		TYLER	**CITY**
(3.1) Chart of Accounts Analysis	• Discuss COA needs, Munis set up and options • Determine structure for COA	Lead	Participate
Build Chart Spreadsheet	• Build Excel COA spreadsheet with new structure	Participate	Lead
Convert Chart Spreadsheet	• Write and execute program to convert COA spreadsheet into Munis GL	Own	None
Load COA Conversion in Test DB	• Load converted COA into test database for validation	Participate	Lead
Validate Converted Chart	• Confirm that the COA details in the spreadsheet match the converted data in Munis	Participate	Lead
(3.5.2) Authorize COA to be loaded in Live DB	• City acceptance of COA	None	Own
Load COA in Live DB	• The new COA becomes part of the live database	Lead	Participate

D.1.5.1.3.2   Hardware & Software Installation

Task		Roles & Responsibilities	
		TYLER	**CITY**
(3.2) Perform Software Installation & System Admin Training	• Install server(s) • Install purchased software • Train City on system setup, configuration and maintenance	Lead	Participate
Acceptance of Installation	• City acceptance of installation and training	None	Own
(3.3) Perform Verification Test	• Perform scripted test to validate baseline software performance	Lead	Participate
(3.5.1) Acceptance of Verification Test	• City acceptance of baseline test	None	Own

D.1.5.1.3.3   System Administration

Task		Roles & Responsibilities	
		TYLER	**CITY**
(3.4) System Admin Training	• Train City on User ID's, permissions, etc.	Lead	Participate
Build System Admin Tables	• City adds Users, builds permissions, etc.	Participate	Lead

D.1.5.1.3.4   Control Point

Task		Roles & Responsibilities	
		TYLER	**CITY**
(3.5) Control Point for Structural Foundation	• (3.5.1) Verification Test Script Sign-Off • (3.5.2) COA Design Acceptance	Participate	Lead

D.1.5.1.4   Knowledge Transfer and Analysis (4.0)

D.1.5.1.4.1   As-Is & To-Be Analysis

Task		Roles & Responsibilities	
		TYLER	**CITY**
(4.1) Perform As-Is Analysis	• Conduct analysis of City's current business practices • Process questionnaires	Lead	Participate
(4.1) Perform To-Be Analysis	• Conduct analysis of desired process changes • Review Flow Charts • Perform needs assessment • Review available options	Lead	Participate
Facilitate To-Be Sessions	• Facilitate discussions of business process change	Participate	Lead

D.1.5.1.4.2   Knowledge Transfer

Task		Roles & Responsibilities	
		TYLER	**CITY**
(4.2) Knowledge Transfer: City	• As-Is Analysis – City provides information to Tyler about current business practices	Lead	Participate
(4.2.1) Process flow charts and questionnaires	• Review inventory of processing, configuration and data flow options	Lead	Participate
(4.2.2) Desired Changes in Business Process	• Review desired changes in business processes and data flows	Lead	Participate
(4.3) Knowledge Transfer: Tyler to Functional Leads	• To-Be Analysis – Tyler provides information to City about module with discussion of desired process changes	Lead	Participate
(4.3.1) Product Overview Demonstration	• Review module organization and processing flow	Lead	Participate
(4.3.2) Analysis of Software Options	• Review module parameters, code configurations and work flow options	Lead	Participate
(4.4) Perform Set Up Table Analysis	• Conduct analysis of set up tables codes and parameters	Lead	Participate

D.1.5.1.4.3   Static Environment Test Plans

Task		Roles & Responsibilities	
		TYLER	**CITY**
(4.7) Static Environment Test Plans	• Compile information gathered during analysis and prepare scripts for To-Be Test (Static Environment Test)	Own	None

D.1.5.1.4.4   Interface & Modification Analysis and Spec Development

Task		Roles & Responsibilities	
		TYLER	**CITY**
(4.8) Perform Interface Analysis	• Perform detailed analysis of custom interfaces identified in contract • Validate requirement and interaction with process decisions	Lead	Participate
(4.8) Perform Modifications Analysis	• Perform detailed analysis of custom modifications identified in contract	Lead	Participate

		Roles & Responsibilities	
Task		TYLER	CITY
	• Validate requirement and interaction with process decisions		

D.1.5.1.4.5   Reporting Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
See section D.1.7.1			

D.1.5.1.4.6   Data Conversion Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
(4.9) Perform Conversion Analysis	• Review and develop initial crosswalk for purchased conversions	Lead	Participate

D.1.5.1.4.7   Forms Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
(4.10) Perform Tyler Forms Analysis	• Review purchased Tyler Forms mock-up kits and layout options	Lead	Participate
Complete Tyler Forms Kits	• Complete mock-up of selected form designs and submit to Tyler Forms	Participate	Lead

D.1.5.1.4.8   Workflow Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
(4.11) Perform Workflow Analysis	• Discuss options for workflow settings and desired process flow • Develop matrix for workflow settings	Lead	Participate

D.1.5.1.4.9   Security Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
(4.12) Perform Security Analysis	• Discuss options for security settings within applications • Develop matrix for security settings	Lead	Participate

D.1.5.1.4.10 Knowledge Transfer & Analysis Control Point

		Roles & Responsibilities	
Task		TYLER	CITY
(4.13) Control Point for Knowledge Transfer & Analysis	• N/A		
(4.13.1) City Communicates Draft Best Business Practices	• City provides Best Business practices decided upon after internal City review	Participate	Lead
(4.13.2) Authorization to Proceed to SET	• City signs-off to accept Knowledge Transfer & Analysis to proceed to SET	Participate	Lead

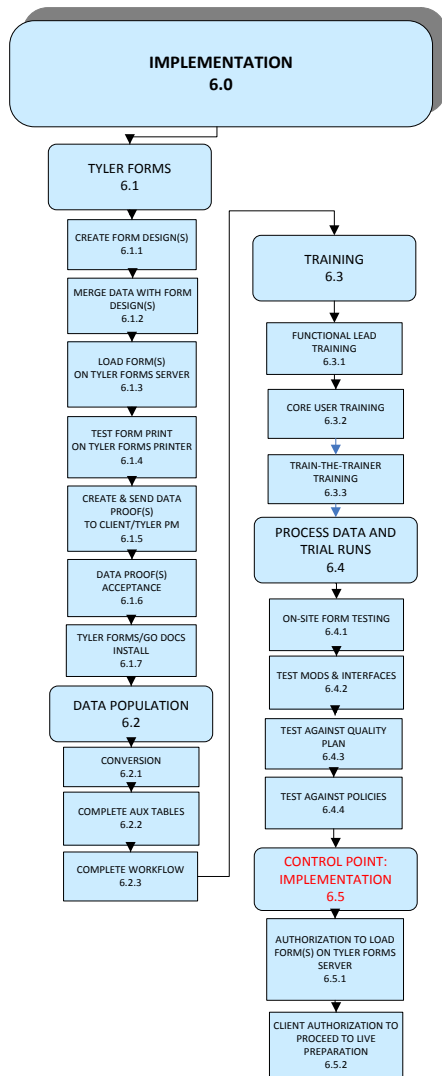## D.1.5.1.5   Static Environment Test of To-Be Model (5.0)

D.1.5.1.5.1   Control Data Set

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(5.1) Create Data Set	• Hand Key representational data using actual City records	Lead	Participate

D.1.5.1.5.2   Validate Process Flow & Procedural Decisions

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(5.2) Perform To-Be Test (Static Environment Test) Process "Live" Transactions	• Conduct demonstration of To-Be decisions in Munis with hand-keyed data	Lead	Participate
Validate New Process Flow	• Perform representational City transactions to test overall process flow design	Lead	Assist
Finalize To-Be Decisions	• City validates To-Be decisions	None	Owns
Create Sample Data File	• Produce sample data files for applicable forms	Lead	Participate
(5.2.1) Test Best Practice Decisions	• Perform representational City transactions following Best Practice Decisions	Lead	Participate
(5.2.2) Perform 5 Day Transaction Test	• Perform representational City transactions to reflect a 5 day time period	Lead	Participate
(5.3) Perform Reconciliation Test	• View results of hand entered data via reports and inquiries	Lead	Participate
(5.4) Validate Process Flow	• Test overall process flow design	Lead	Participate
(5.5) Control Point: Static Environment Test	• N/A		
(5.5.1) City Acceptance of SET performance	• City signs-off to accept results of the SET testing	Participate	Lead
5.5.2 City Finalization of Best Business Practices	• City finalizes the Best Business Practice Decisions	Participate	Lead
(5.5.5) Authorization to Proceed to Training	• City signs-off on entire SET process to authorize readiness to proceed to training	Participate	Lead

D.1.5.2 Setup, Training and Conversion

This portion of the implementation begins with data conversion, forms design, table and preference setup, and primary-user training. System testing follows the completion of these tasks. This testing will determine the success of the knowledge transfer to end users. Formal acceptance from the City's project team is required before advancing to the next phase.

IMPLEMENTATION
6.0

TYLER FORMS
6.1

CREATE FORM DESIGN(S)
6.1.1

MERGE DATA WITH FORM
DESIGN(S)
6.1.2

LOAD FORM(S)
ON TYLER FORMS SERVER
6.1.3

TEST FORM PRINT
ON TYLER FORMS PRINTER
6.1.4

CREATE & SEND DATA
PROOF(S)
TO CLIENT/TYLER PM
6.1.5

DATA PROOF(S)
ACCEPTANCE
6.1.6

TYLER FORMS/GO DOCS
INSTALL
6.1.7

DATA POPULATION
6.2

CONVERSION
6.2.1

COMPLETE AUX TABLES
6.2.2

COMPLETE WORKFLOW
6.2.3

TRAINING
6.3

FUNCTIONAL LEAD
TRAINING
6.3.1

CORE USER TRAINING
6.3.2

TRAIN-THE-TRAINER
TRAINING
6.3.3

PROCESS DATA AND
TRIAL RUNS
6.4

ON-SITE FORM TESTING
6.4.1

TEST MODS & INTERFACES
6.4.2

TEST AGAINST QUALITY
PLAN
6.4.3

TEST AGAINST POLICIES
6.4.4

CONTROL POINT:
IMPLEMENTATION
6.5

AUTHORIZATION TO LOAD
FORM(S) ON TYLER FORMS
SERVER
6.5.1

CLIENT AUTHORIZATION TO
PROCEED TO LIVE
PREPARATION
6.5.2

D.1.5.2.1 Implementation (6.0)

D.1.5.2.1.1 Tyler Forms

		Roles & Responsibilities	
(6.1.1) Create Form Designs	• Tyler Forms creates form designs from City mock-ups	Own	None
(6.1.2) Merge Sample Data Files	• Tyler Forms merges data from To-Be Test with Form designs	Own	None
Review Data Proofs	• City validates form design, content and layout	Participate	Lead
(6.5.1) Accept Form Design	• City accepts form design and authorizes installation	None	Own
(6.1.3) Install Forms Server	• Tyler Forms installs Forms Server on City server	Lead	Participate
(6.1.4) Test Forms	• Perform test of Tyler Forms through process testing and training	Shared	Shared
Secure Bank Acceptance	• Submit forms to bank for approval.	None	Owns
(6.1.5) Create and Send Data Proofs to City/Tyler PM	• Tyler sends form design proofs for review and acceptance	Lead	Participate
(6.1.6) Tyler Forms/Go Docs Install	• Tyler Forms installs final forms on City server	Lead	Participate
(6.1.7) Install Tyler Forms Library/Go-Docs	• Tyler installs Forms Library on City server	Lead	Participate

D.1.5.2.1.2 Data Population

		Roles & Responsibilities	
Task		TYLER	CITY
(6.2) Conversion	• Prepare system parameters and codes to align with data mapping	Lead	Participate
Set Up Table Training	• Train City on completion of Set Up Tables according to analysis sessions	Lead	Participate
Workflow Training	• Train City on Workflow completion	Leads	Participate
(6.2.2) Complete Set Up Tables	• City builds Set Up tables	Participate	Leads
(6.2.3) Workflow Completion	• City builds Workflow	Participate	Lead
Submit Conversion Data & Produce Balancing Reports	• City pulls data from legacy system and submits to Tyler, produces balancing reports	None	Own
(6.2.1) Run Conversion Program	• Write and execute program to convert submitted data according to crosswalk	Own	None
Train Conversion Validation Process	• Train City on methods for validating converted data in Munis	Lead	Participate
Validate Data Conversions	• City validates converted data using error reports, balancing reports, etc.	None	Own
Submit Conversion Corrections	• City documents and submits needed corrections to conversion	Participate	Lead
Accept Conversions	• City acceptance of data conversions and authorization to load	None	Own

D.1.5.2.1.3 Training & Testing

		Roles & Responsibilities	
Task		TYLER	CITY
(6.3.1) Train Functional Leads/Subject Matter Experts	• Train Functional Leads/Subject Matter Experts on applicable Munis processing	Lead	Participate
(6.3.2) Train Core Users	• Train Core Users on applicable Munis processing	Lead	Participate

(6.3.3) Train-the-Trainer	• Train City's Trainer on End User processes	Lead	Participate
Train Decentralized End Users	• Train City's Decentralized End Users	None	Own
(6.4) Train and Perform 1st Trial Run/Parallel Process	• Train City on completing Trial Run/Parallel processes	Lead	Participate
(6.4.1) On-Site From Testing	• Train City on process of printing and testing forms	Lead	Participate
(6.4.2) Test Mods and Interfaces	• Train City on process of modification and interface programs	Lead	Participate
(6.4.3) Test Against Quality Plan	• Verify programs work according to definition in quality plan	Lead	Participate
(6.4.4) Test Against Policies	• Verify process meets policy decisions	Lead	Participate
Perform Additional Trial Run/Parallel Processes	• Complete Trial Run/Parallel process steps, identify discrepancies and correct	Participate	Lead
(6.5) Control Point: Implementation	• N/A		
(6.5.2) City Authorization to Proceed to Live Preparation	• City sign-off on Training – acknowledging readiness for go-live	Participate	Lead

D.1.5.3 Live Preparation, Go-Live and Phase Closure

This portion of the implementation begins with a pre-live process review, proceeds to final training and conversion to be followed by quality assurance testing. The phase closes with a transition to the product Support organization and formal acceptance from the City's project team.

```
LIVE PREPARATION          LIVE PROCESSING          POST LIVE PROCESSES          PHASE CLOSURE
7.0                       8.0                      9.0                          10.0
    │                         │                        │                            │
GO-LIVE PLANNING          PERFORM LIVE             POST LIVE                    TRANSITION TO
7.1                       TRANSACTIONS IN MUNIS    REVIEW                       SUPPORT &
    │                     8.1                      9.1                          CUSTOMER CARE
STRESS TESTING                │                        │                        10.1
7.2                       ON-SITE GO LIVE          RECONCILIATION                   │
    │                     SUPPORT                  9.1.1                        LESSONS LEARNED
END USER TRAINING         8.2                          │                        10.2
7.3                           │                    POLICY REVIEW                    │
    │                     CONTROL POINT:           9.1.2                        CONTROL POINT:
FINAL CONVERSION          LIVE PROCESSING              │                        PHASE or PROJECT
7.4                       8.3                      REPORTING                    CLOSURE
    │                         │                    9.1.3                        10.3
CONTROL POINT:            CLIENT LIVE ON MUNIS         │                            │
LIVE PREPARATION          8.3.1                    CONTROL POINT:               PROJECT MANAGER
7.5                                                POST LIVE PROCESSES          SIGN-OFF
    │                                              9.3                          10.3.1
CONVERSION ACCEPTANCE                                  │
7.5.1                                              AUTHORIZATION TO
    │                                              PROCEED TO PHASE
CLIENT SIGN-OFF TO BEGIN                            CLOSURE
LIVE PROCESSING                                     9.3.1
7.5.2
```

D.1.5.3.1   Live Preparation (7.0)

Task			Roles & Responsibilities	
			TYLER	**CITY**
(7.1) Pre-Live Planning	•	City and Tyler meet to outline go-live steps, requirements and assignments	Lead	Participate
Perform Go-Live Readiness Assessment	•	Evaluate readiness of City staff to perform live process from training and change management prospective	Share	Share
Cut Off Legacy System	•	City ceases activities in applicable legacy applications	None	Own
Submit Final Conversion Data & Produce Balancing Reports	•	City pulls Final Conversion data and submits to Tyler	None	Own
(7.2) Stress Testing	•	City performs any desired stress testing	None	Own

(7.3) End User Training	• City trains decentralized end users	None	Own
(7.4) Run Final Conversion Program	• Execute program to convert submitted final data according to crosswalk	Own	None
Validate Final Data Conversions	• City validates converted data using error reports, balancing reports, etc.	None	Own
(7.5.1) Accept Conversions & Authorize Load to Live	• City accepts final conversions and authorizes them to be loaded in Live Database	None	Own
Live data load	• Load data into Live environment	Share	Share
(7.5.2) Authorize Live Processing	• City authorizes City users to begin live processing	None	Own

D.1.5.3.2   Live Processing (8.0)

		Roles & Responsibilities	
Task		TYLER	CITY
(8.0) Live Processing	• City begins live processing in system	Assist	Lead
(8.1) Perform Live Transactions in MUNIS	• City begins live processing in system	Assist	Lead
(8.2) On-Site Go Live Support	• Tyler is on-site to support go-live processing	Lead	Participate
(8.3) Control Point: Live Processing	• N/A		
(8.3.1) City Live on MUNIS	• City is Processing in System	Assist	Lead

D.1.5.3.3   Post-Live Process (9.0)

		Roles & Responsibilities	
Task		TYLER	CITY
(9.1.1) Train Reconciliation Processes	• Review Reconciliation Process training	Lead	Participate
Provide Post Live Support	• Provide assistance to City's users while performing live processes • Work to resolve any outstanding issues	Lead	Assist
Complete Outstanding Training	• Identify and complete any outstanding training on live applications	Lead	Participate
(9.1.2) Policy Review	• Review Policy and Procedure decisions	Participate	Lead
(9.1.3) Reporting	• Train City on 3rd Party Reporting functionality	Lead	Participate
(9.3.1) Authorization to proceed to phase closure	• City authorizes post-live process and proceeds to phase closure	Participate	Lead

D.1.5.3.4   Phase Closure (10.0)

		Roles & Responsibilities	
Task		TYLER	CITY
(10.1) Transition to Support	• Conference call to introduce Transition Project Manager and Support	Lead	Participate
(10.2) Document Lessons Learned	• City and Tyler discuss Lessons Learned for future phases, if applicable	Share	Share
10.3.1) Final Acceptance	• City accepts Phase Closure	None	Own

D.1.6   Modifications

D.1.6.1 Definition of a Program Modification

Program customizations typically involve changes or additions in program functionality in order to affect some new, desired result within the Munis programs.

D.1.6.2 Definition of an Interface Modification

Custom interfaces typically involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Munis and a third party system.

So long as the 3rd party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, then programming charges will be incurred at the prevailing contract rates.

D.1.6.3 Specification Development

Tyler provides development representatives to ensure an accurate and timely delivery of the desired functional changes. Tyler development representatives will be assigned to manage and monitor activities such as discovery calls, definition documents and delivery milestones. The development representatives work closely with the implementation team, as well as the City, to reach the goal of a successful modification/interface delivery.

D.1.6.4 Program Modification or Custom Interface Summary Document

The Program Modification or Custom Interface Summary Document contains descriptions and details of the desired Modification. This document identifies exactly what the City requested modification needs to accomplish and is completed as a result of Tyler development representatives reviewing contract documentation, completing discovery calls, onsite analysis visits (if necessary), and subsequent analysis. Final documentation steps should be completed and sent to City within ten (10) business days after analysis. A copy of the modification summary document is sent to City representative and project manager for review and signature. The standard signoff period is ten (10) business days, unless additional time is mutually agreed upon.

D.1.6.5 Program Modification or Custom Interface Specification Document

The Program Customization or Custom Interface Summary Document contains descriptions and details of the desired Customizations. This document identifies exactly what the City requested Customization needs to accomplish and is completed as a result of the Development Representative reviewing contract documentation, completing discovery calls, onsite analysis visits (if necessary), subsequent analysis.   A copy of the Customization summary document is sent to City project manager for review and signature. The standard signoff period is ten (10) business days.

D.1.6.6 Modification Signoff Document

This document completes the process, indicating the City has received the program Customization and it functions as defined in previous documents.

D.1.6.7 Incorporation of Modifications/Interfaces into a MUNIS General Release

D.1.6.7.1   Approval Process for Incorporation

Customizations and interfaces provided by Tyler Development staff become part of the general release of the system. Contract Customizations and interfaces as well as post-contract programming changes follow a formal Customization/Change Process. A Product Manager and the Vice-President of Development evaluate each post-contract request for development quote. A written response is submitted to the City evaluating the feasibility of the request, whether a solution is covered at no charge or involves a fee, an estimated time frame for completion and the applicable MUNIS General Release version. We attempt to provide a programming solution that has the ability to be used with parameters and settings to allow for subsequent use and broad appeal.

D.1.6.7.2   Impact of Modification/Interface Delivery on Implementation

As code changes will be delivered approximately six (6) months after applicable project phase inception there are certain logistics that must be factored into the project plan to accommodate this process. If customizations require upgrading to a new release, plans must be made to introduce the new release into a test environment and conducting thorough cross-module testing, especially for modules already in live production. The City owns this testing and all of these activities must be carefully coordinated with other ongoing phases of implementation.

D.1.6.7.3   Installation

At the time of software installation, the most current product available will be installed, but will not contain the customizations ordered by the City. Customizations will be developed as part of the implementation as defined in this Statement of Work.

D.1.6.7.4   Project Release Schedule

Customizations are delivered through Tyler Munis Internet Update utility to be loaded against releases in accordance with Tyler's published release life cycle policy (see Appendix I.1.3). This is done in order to predict and schedule release upgrades during the planned implementation phases and to provide the assurance of continually operating on a fully supported release for live modules. As such, the following upgrade schedule will need to be followed to ensure timely delivery of agreed to go-live customizations:

Munis Release	Target Test System Deployment	Target Live System Deployment
Version 10.4 (General Availability)	Upon installation	Upon installation
Version 10.5 (General Availability)	June 2014	July 2014

D.1.6.8 Scope of Customizations and Interfaces

All customizations are listed in Exhibit 7. The following customizations have been identified as required for go-live and assumes customer customization specification sign-off will be obtained 6 months prior to the proposed phase go-live date:

- Phase 3b: CSS requires TCM to surface attachments, so the site would need to attach the marked up plans to the Prerequisite using TCM. When a clerk creates an attachment in TCM linked to the plan review, they can specify a "Public Flag" in order to filter any internal attachments. The modification would enhance CSS, adding a new Prerequisite document type and surfacing related attachments in the Plan Review page.

- Phase 3b: Add an option to allow uninspected checklist items to be passed forward to a re-inspection.

D.1.6.9 Interface Scope

There are no interfaces in the scope of this project

D.1.6.10   Customizations & Interfaces Roles & Responsibilities

D.1.6.10.1   Customizations

		Responsibility	
Task	Description	TYLER	CITY
Discovery of customization requirements	Through analysis, functional requirements will be defined	Lead	Participate
Requirement Validation	The City, Tyler Consultants and Tyler Development Representatives verify Customization is necessary through exploration of existing options	Lead	Participate
Create Customization Summary	Tyler Development Representative will work with the City to write a basic summary outline of customization functionality	Lead	Participate
Create Detailed Customization Specification Document	Tyler Development Representative review Customization Summary and create City Specification document that describes how and where the program changes will occur in order to accomplish functional requirements	Own	None
Specification Sign-Off, Authorization to Proceed	Tyler will deliver a written specification to City, outlining functional changes, cost, timeline and version requirements. This document must be signed prior to any work being performed by Tyler	None	Own
Development of Customization	Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps	Own	None
Customization QA	Tyler's QA team will test customization within applicable, impacted modules	Own	None
Customization Delivery and Demonstration	Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification	Lead	Participate

Test Customization	City will validate performance of customization through repeated unit testing as well as process testing throughout implementation	Participate	Lead
Customization Acceptance	Tyler will deliver a written Acceptance Sign-Off for the customization. Acceptance is expected within 30 days of delivery unless City notifies Tyler in writing of non-compliance with specification	None	Own

D.1.6.10.2   Interfaces

Task	Description	Responsibility	
		Tyler	City
Provide Data Map	Data map of the 3rd party system will be provided by the City, along with instructions or crosswalks that need to be developed	Participate	Lead
Design Data Mapping	Data will be mapped between the systems to which Tyler needs to interface and the Tyler interface format	Lead	Participate
Develop Custom Specification	A document is created describing the interface purpose, type, direction and system impacts (if any)	Own	Participate
Develop Custom Programs	Programs will be developed to import/export Tyler data in format required	Own	None
Modification Procedure Document	A document is created describing the interface and how to utilize it	Lead	Participate
Import/Export data from/to the Tyler data tables into/out of the Tyler applications	Tyler trains applicable City users to import/export data from the Tyler data tables into/out of the Tyler applications	Share	Share
Create schedule for executing imports/export	A schedule is defined to execute the imports/exports	Participate	Lead

D.1.7   Tyler Reporting Services (TRS) SSRS Report Development

The Tyler suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that its clients want the flexibility to create even more unique reports and queries to fit their own business needs. Tyler has included Report Writing training as part of our Proposal. The City will also have available a Report Library of over 200 reports via the MUNIS Support Website.

Training will be conducted during the first phase of the implementation, or within 60 days of go-live, whichever is deemed a better fit by the City. Tyler uses a "train the trainer" approach, which will provide certain individuals within the City with the tools necessary to train additional users on the subject matter as they see fit..

Tyler Reporting Services utilizes an SQL report writing tool called Business Intelligence Development Studio (BIDS) to extract data from the MUNIS system and create custom reports. Once trained, the City will have the ability to create their own custom reports and modify any report from the TRS Report Library. TRS training does not include the authoring of custom reports for the City by Tyler.

D.1.7.1 SSRS Report Development Roles & Responsibilities

Task	Tyler Responsibility	City Responsibility
Determine all reporting needs for all modules	None	Own
Prioritize reports by required date (must have upon go-live, quarterly reports, annual reports, sporadic/seldom used reports)	Participate	Lead
Analyze canned reports in MUNIS system for matching data to required reports	Participate	Lead
Determine fit / gaps of canned MUNIS reports to reporting requirement requests	Participate	Lead
Identify custom reporting needs	Participate	Lead
Train users on reporting tools	Lead	Participate
Develop custom reports	None	Own

D.1.8   Data Conversion

D.1.8.1 Data Conversion Scope

Tyler delivers all conversions at a flat rate. Conversions are billed as the work is completed upon completion of agreed to milestones defined in the agreement, therefore, the City will only be charged for those data conversions that are executed in the implementation of the software.

The following conversion options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the noted conversion assumptions below will be considered out of scope and will be billed at prevailing contract rates.

Conversion ID	Description
AC Opt 1 - Actuals	General ledger – actual account summary balances for up to 3 years, to be populated in the GL Master and GL Master Balance tables
AC Opt 2 - Budgets	General Ledger – budgeted account balances for up to 3 years, to be populated in the MUNIS GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget
AC Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
AP Opt 1 - Checks	Check History
AP Opt 2 - Invoice	Invoice History
AP Standard Master	Vendor Master
BL Opt 1 – Bills	Business Licenses - bills
BL Standard Master	Business License – Master file
FA Opt 1 – History	Fixed Assets transaction history
FA Standard Master	Fixed Assets Master
IN Opt 1 – Commodity Codes	Commodity Codes
IN Standard Master	Inventory Item Master
PCE Opt 1	Permits and Code Enforcement. Permits, Permit Applications, and Building detail.

PCE Opt 2	Permits and Code Enforcement complaints and violation data, including the originating and responsible departments, location, parcel, and owner information, plus dates, and comments.
PCE Opt 3	Permits and Code Enforcement inspections.
PCE Standard	Property Use master table, with parcel and location information
PR Opt 1 - Deductions	Employee Deductions
PR Opt 10 - Certifications	Employee Certifications and Expirations
PR Opt 11 – Education	Employee Education History
PR Opt 2 – Accrual Balances	Employee Accrual Balances
PR Opt 3 - Accumulators	YTD, QTD, MTD Accumulators
PR Opt 4 – Check History	Payroll Check History
PR Opt 5 – Earn/Ded History	Payroll Earnings and Deductions History
PR Opt 6 – Applicant Tracking	Applicants and Job Openings
PR Opt 7 – PM Action History	Personnel Actions History
PR Opt 8 – Position Control/Hist	Payroll Position Control and History
PR Opt 9 – State Retirement Tables	Payroll State Retirement Tables
PR Standard	Payroll Employee Master
Project Grant Accounting Opt 1 - Actuals	Project& Grants – actual account summary balances
Project Grant Accounting Opt 2 - Budgets	Project& Grants – budgeted account summary balances
Project Grant Accounting Standard	Conversion from Project & Grant spreadsheet (to be provided during COA analysis)
Purchasing Standard	Open purchase orders with encumbrances
UB Standard Master	Account Master
UB Opt 1 - Services	Billable service records for each account
UB Opt 2 – Assessments	Assessment Records
UB Opt 3 – Consumption History	Consumption History
UB Opt 4 – Balance Forward A/R	Balance Forward AR by outstanding service
UB Opt 5 – Service Orders	Service Order Records

D.1.8.2 Data Conversion Roles & Responsibilities

Task	Description	TYLER	CITY
Data Mapping	Through analysis, fields in legacy systems and Munis will be outlined for conversion. Tyler staff will use best efforts to direct the City on the legacy source files and desired fields for conversion mapping	Share	Share
Run Validation Reports	The City is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation	None	Own
Extract data	The City is responsible for extracting the data from a legacy system into the accepted Munis layout	None	Own

Task		Tyler	City Responsibility
Develop conversion programs based on City data mapping and file submission layout.	Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions or additional charges may apply	Own	None
Load Data Conversion Passes	Load all conversion passes as directed by Tyler PM	Lead	Assist
Review Error Reports	Tyler will produce an error report outlining errors that result from running City's data through the conversion program. The City is responsible for reviewing the report and investigating solutions	Participate	Lead

D.1.8.3 Data Conversion Assumptions

Tyler makes the following assumptions in providing a fixed-price data conversion approach:

- Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited
- Each legacy system data file submitted for conversion includes all associated records in a single file layout
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
- Accrual transaction history is not part of this option. If the City requests accrual history it needs to be quoted by the conversion department
- Payroll goes live in 2 steps. The employee master and deduction data is accepted and maintained in both legacy and MUNIS systems for 1 to several months, in order to give the City time to create MUNIS pay records for their employees and do parallel payroll runs

D.1.9 Workflow

D.1.9.1 Workflow Scope

All of the available workflow functionality in the licensed modules shall be considered as in scope. Tyler consultants will work with Customer resources to help identify, configure, and train on the applicable workflow processes.

D.1.9.2 Workflow Roles & Responsibilities

Task	Tyler	City Responsibility

	Responsibility	
Analyze workflow needs and determine use within MUNIS for each module	Lead	Participate
Recommend areas that should implement workflow business rules to enforce internal controls, segregation of duties and provide additional audit trails for transactions	Lead	Participate
Develop workflow process for all MUNIS applications based upon approved Best Business Practice recommendations	Participate	Lead
Review the workflow in each office and identify the disparities	Participate	Lead
Outline the current workflow and contrast new procedures	Participate	Lead
Implement new workflow procedures at ERP System implementation	Participate	Lead

D.1.10 Testing

Testing occurs throughout the project, typically in repeated patterns that align closely with other major project activities. This is a shared responsibility between the City and Tyler and will be coordinated, conducted and monitored by both parties.

D.1.10.1   Verification Script Testing

Performed after software installation to demonstrate to the City that core product functionality is in place and use of the software can begin.

D.1.10.2   Static Environment Testing (SET)

This is performed once the City has made preliminary Best Practice decisions. The purpose of the test is to provide an early opportunity to the City for validation of business process decisions in the actual application, without the complication of converted data. This pristine testing environment allows decision-makers to focus on process flow without the potential impact of converted data. A key part of the test is to conduct a "five-day" transaction test, during which all activities that take place in a standard week are duplicated and tested. This testing is a key milestone that dictates whether Core User Documents can be written and data population can begin.

D.1.10.3   Conversion Validation & Testing

This is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. Acceptance of conversion programming must be completed long before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. Final acceptance is necessary prior to live processing as

the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.

D.1.10.4   Modification Testing

This is performed in an isolated environment once modifications are delivered. The modification is unit tested first to ensure compliance with specifications and to validate the performance of the coding. Once unit testing is completed successfully, the modification is tested for integration performance as part of an overall process, paying special attention to any impact on touch points throughout the product. After successful integration testing, modifications are exposed to setup data and converted data by replicating the fully populated databases in the test environment. After successful testing, authorization is requested to load the modification into the production environment. Testing continues throughout the balance of the project to ensure the integrity of the modification.   This testing is part of pre-live assessment.

D.1.10.5   Forms Testing

This is first performed in a test environment at Tyler, prior to delivery of forms to the City, using sample data extracted during the Static Environment Test. Once Form design has been accepted and forms are loaded on the City's server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of training (Core and End User) so that both the content and process are validated repeatedly. Submission of forms to banks must be completed and acceptance received a minimum of thirty days before live processing. This testing is part of pre-live assessment.

D.1.10.6   System Integration Testing

Beginning with the testing that occurs during the Static Environment Test and continuing with Customizations testing, process training (Project Team/Functional Lead, Core User and End User), parallel or trial run processing and Stress Testing, special attention is paid to the integration integrity of the system. Whether between Munis applications and the General Ledger, or 3rd party import/exports and interfaces, all aspects of functional integrity is tested repeatedly throughout the implementation. This testing is part of pre-live assessment.

D.1.10.7   User Acceptance Testing (UAT)

User Acceptance testing is conducted prior to end-user training. Tyler supports incremental UAT through trial run processing in Financials and parallel processing in Payroll and Human Resources, however the City will conduct a formal UAT process prior to end user training in addition to recommended parallel testing. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the UA testing will expand to include End Users.

D.1.10.8   Stress Testing

Stress Testing is completed in the pre-live timeframe and involves a large subset of City users. The City will be responsible for developing test scripts. The City will coordinate this activity and the scheduling of the execution, monitoring and evaluation of the tests.

D.1.10.9   Testing Roles & Responsibilities

Testing Roles & Responsibilities		Responsibility	
Task	**Description**	**Tyler**	**City**
Perform Verification Test	Tyler performs scripted test to validate baseline software performance	Lead	Participate
Acceptance of Verification Test	City acceptance of baseline test	None	Own
Establish To-Be Test Plan	Compile information gathered during analysis and prepare settings for To-Be Test (Static Environment Test)	Own	None
Perform To-Be Test (Static Environment Test)	Conduct demonstration of To-Be decisions in Munis with hand-keyed data	Lead	Participate
Authorization to Proceed	City acceptance of To-Be Test and authorization to proceed with training and data population	None	Own
Test Forms	Perform test of Tyler Forms through process testing and training	Share	Share
Secure Bank Acceptance	Submit forms to bank for approval	None	Own
Perform Stress Test	Complete Stress Test	Participate	Lead
Perform User Acceptance Test	Complete User Acceptance Test	Participate	Lead
Parallel & Trial Run Testing	Replicate live processing and use tools for identifying and resolving discrepancies	Lead	Participate

Section E: Training

With the implementation of the new ERP system, training planning, development and delivery is critical to the overall success of the implementation to enable ease of use and user acceptance of the new processes and systems. The following training strategy will be used for the project.

E.1.1   Tyler Education Plan

An Education Plan lays out the process of transferring knowledge between Tyler and the City. Tyler refers to its plan as an Education Plan as opposed to a Training Plan for several reasons. First, the process of transferring knowledge is vital to the analysis phase of the project. During analysis Tyler: reviews the "AS IS" environment, provides Tyler demonstrations, reviews questionnaires and flow charts, and ultimately arrives at a "TO BE" model. The TO BE model becomes the foundation for user training. Second, training denotes a classroom setting with teacher and pupil. While training will occur, it is a piece of the overall education needed to be a proficient MUNIS user.

E.1.1.1 Purpose

The purpose of the Education Plan is to:

- Communicate the process to the City's project team and MUNIS functional leaders
- Answer specific questions related to delivery of training to the City's users
- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the Education Plan has been successfully followed

E.1.1.2 Process

It is imperative that an Education Plan be put into practice as part of the Tyler Project. The plan should include all of the processes required to ensure that the goals for the project are fully satisfied. The overall plan will include the following:

E.1.1.3 Demonstration, Analysis, and Knowledge Transfer

Tyler employees will perform the following tasks:
- As Is / To Be review
- Product overview demonstration
- In depth analysis of MUNIS options
- Flow chart review
- Questionnaire review

This phase will involve the functional leaders and the City's project leaders. The goal of this phase is to transfer high level knowledge between parties. The output will be policies and procedures related to the use of MUNIS. The policies and procedures will determine the training agenda to be delivered to the end users. For example, if commodity codes are not going to be utilized within MUNIS Purchasing, then the training outlines for Purchasing should remove the discussion of commodity codes.

E.1.1.4 Prerequisites

Tyler has three tools that are required prerequisites prior to user training:

- Training Database - All users must have access to the MUNIS training environment. The users must have logins established and know how to access the training environment
- Navigational Videos - Tyler will provide MUNIS navigational videos to the City. The videos are accessible in Tyler's Knowledge Base. The videos demonstrate basic MUNIS functions including: menu navigation, table/screen navigation, add/update/output, search, browse data records and the MUNIS toolbar
- How To Manuals - In addition to MUNIS on-line help, Tyler will provide How-To manuals depicting baseline MUNIS functionality and the steps required to process records. For example, the How to Enter a Requisition manual shows a beginning MUNIS user the steps necessary to create a requisition

Users who utilize the prerequisites learn MUNIS at a faster pace and retain more classroom discussion than their peers whose first exposure to MUNIS is their first training day.

E.1.1.5 To-Be Demonstration

This process allows the Functional Leaders to see a working MUNIS system with City data. Tyler will process data according to the defined policies and procedures. The intended education is an overall understanding of the integration of MUNIS applications, a review and understanding of security options, and workflow touch points.

E.1.1.6 MUNIS Application Training

In this phase Tyler is conducting classroom training. Classroom training will be conducted for the individuals included in the mutually agreed upon Education Plan. The City may video and audio record the training for use in City training efforts for other users or to train in the future so long as the respective Tyler Consultant is comfortable performing the session and it does not interfere with the session productivity. Tyler staff will not be responsible for operating the recording equipment.

E.1.1.7 Post Live Reconciliation Training

The process of reconciling data is reviewed during pre-live training. However, hands on training with live data provides a better overall understanding of the MUNIS tables and how to reconcile daily, weekly, and monthly functions.

E.1.1.8 Post Live Output and Inquiry Training

The output and inquire routines are reviewed during pre-live training. However, hands on training with live data provides a better overall understanding of the MUNIS options related to extracting needed information.

E.1.1.9 Logistics

Tyler and the City will work together to define education logistics. The following points should be used as a starting point for defining logistics. The final logistics table will become part of the Education Plan.

E.1.1.10 Software/Hardware

- How many databases will be utilized?
- Will we establish a Financials Training environment separate from Payroll?
- Who will refresh the training database?
- Will a second server be utilized?

E.1.1.11 Facilities

- How many training rooms will be utilized?
- Where are the training rooms?
- How many workstations will be in each training room?
- How many printers will be in each training room?
- Other training room requirements (white board, phone, etc.)
- Who will schedule the training room?

E.1.1.12 Staff

- How many students per teacher?
- How many students per workstation?
- What are the hours of training?
- Who will be trained on each MUNIS application?
- Who will take attendance?
- Will management be present for each session?
- Who will train the end-users (MUNIS versus Functional Leaders)?

E.1.1.13 Schedule

- Who will determine the exact days for training?
- Who will notify staff members?
- How far in advance will the training schedule be built?

E.1.1.14 Quality Control

- How will the City determine if attendees have learned required training outcomes?
- How will follow up training be administered?

E.1.2 Knowledge Base

Tyler provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledgebase. Group Training, Internet Training and On-site Training are all options available for updating customers.

E.1.3 Project Team Training

The project team begins knowledge transfer at the on-set of the project, during analysis. It is through this process and subsequent hands-on set up and process training that the Functional Leaders and Subject Matter Experts build an understanding of the inner workings of the system and how parameters and tables affect the overall processing. These users should attend all applicable analysis and implementation/training sessions. To ensure that the City's project team members have adequate knowledge of the Tyler MUNIS system prior to going through as-is and to-be processes, Tyler will conduct classroom training/product overview sessions to show product features for each module/functional area.

E.1.4 Technical Training Approach

Technical training begins at the time of software installation. The Installation Engineer will teach the Technical staff how the software is configured as well as basic system maintenance such as back-ups, loading releases and refreshing training and test databases. System Administration training is conducted after software installation to show users how to update users, permissions, menu security, workflow administration, etc., from within the MUNIS software. The City System Administrator should attend these sessions, as scheduled. In addition, the Functional Leaders should attend to have a thorough understanding of the permissions and options available. It is a City decision as to who will perform the MUNIS System Administration tasks. It may be a combination of Functional Leaders and IT staff.

E.1.5 Training Plan for Users

The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, City trainees, training room, etc).
- The City Project Manager/Team will review the proposed schedule and approve it.
- The Munis Project Manager or Implementation Consultant will provide training agendas prior to each session. The agenda will be placed on the SharePoint site and may be printed by the City, as needed.

- Training documents used during the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. The City will be responsible for printing the necessary documents for the users, as needed.

- The City Project Team members should attend all training that may have relevance to his or her functional area. For example, a Purchasing Agent may be the Functional Lead and is not directly responsible for entering Purchase Orders. However, he/she should attend PO entry training so he/she thoroughly understands all of the capabilities of the software. It is also important to have a manager or Functional Leader in every session in order to answer policy related questions and make decisions related to the set up or processing of the Munis® system.

- Central Department Users are responsible for attending each relevant class. Each class is scheduled to be conducted one time. Rescheduling a class due to absences or interruption may cause overages in the training budget and may affect the overall training schedule.

E.1.6   End User Training

Tyler's will train all Central Department users and will train City trainers to perform ongoing training of Decentralized End Users. If the City would like Tyler to complete the training for additional decentralized end users, rather than utilizing City trainers, the Project Managers will work together to identify appropriate training days that were included in the contract for this training using the contract change process. The City will be responsible for notifying the users of the training schedule and coordinating the training facilities for hands-on end user training.

E.1.7   Training Materials and Documentation Development

E.1.7.1 Training Materials

The Policy & Procedure documents developed by Tyler Consultants will be utilized as the primary training material for the Project Team and Subject Matter Experts. These documents provide step-by-step direction for completion of processes and give session attendees a way to follow along with the Tyler Consultant's training and see new procedures clearly outlined. These documents also provide guidance as Subject Matter Experts practice the processes they have learned and perform testing throughout the project.

E.1.7.2 Documentation for End Users

Tyler Consultants will extract appropriate material from the Customized Procedural Documents and compile it for End User training. As with the Customized Procedural Documents, step-by-step direction guides End Users through specific processes that are applicable to their positions. These documents will become critical to guide End Users through processes, especially since they are not typically repeated on a daily basis. The following processes will be covered in End User documentation:

- MUNIS Navigation
- Entering a Requisition
- Requisition Approval
- GL Account Inquiry
- Year to Date Budget Report
- New Year Budget Entry
- PO Receiving
- Vendor Inquiry & Reports
- AP Report
- Budget Transfers and Approvals
- Time and Attendance Entry
- Personnel Actions
- Employee Inquiry
- Employee Evaluations
- Spool File Maintenance

- Payment Entry Processing
- Bill Inquiry

E.1.7.3 Modification Documentation

As part of the delivery of modifications (program modifications and interfaces) Tyler will deliver an outline defining the set up requirements, processing steps and other details related to successful use of modifications.

E.1.7.4 Conversion Documentation

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

E.1.8   Training Roles and Responsibilities

Training Roles & Responsibilities	Responsibility	
	Tyler	City
Project team training delivery	Lead	Participate
Technical team training gap identification	Lead	Participate
Development of end-user training strategy document	Lead	Participate
Computer-based training delivery	Lead	Participate
Train-the-Trainer course development	Lead	Participate
Identify users for Train-the-Trainer classes	Participate	Lead
Schedule users for Train-the-Trainer classes	None	Own
Train-the-Trainer delivery	Lead	Participate
End-user training material development	None	Own
Train-the-Trainer End-user training delivery (process training, navigation, application)	Participate	Lead
Logistics and training administration	Participate	Lead

Section F: Change Management (Standard)

F.1.1   Overview of Standard Change Management Effort

Included in the Project Management Plan, is the Change Management Plan. This plan provides a basis for organizational change management (CM) for use throughout the implementation. It includes a CM Overview, Diagnostic Tools, a CM Communication Plan, and CM Resistance Tools. During project planning, the Change Management plan template will be thoroughly reviewed with the City Project Team and the plan for managing change will be incorporated into the overall Project Management Plan.

F.1.2   Scope of Change Management Effort

Included in the implementation is the plan template, Project Management planning session, and the tools for City use, described above. Change Management Coaching throughout the project is the responsibility of the City Project Team and Management. Additional Change Management Consulting services are available from Tyler at an additional cost.

F.1.3   Roles and Responsibilities

No specific project roles are assigned to the standard Change Management offering. However, the City Project Team and Managers should become familiar with the aspects of Organizational Change Management and implement the management plan as decided in the project planning session. This will include coaching users on process changes, surveying users to verify acceptance and understanding of the changes, and following up with users on utilization of the changes throughout the implementation and after go-live.

Note: Tyler offers an optional Change Management services in which our certified Change Management Coach(es) will work with the City throughout the project to prepare for, monitor and review organizational change.

Section G: Post Go-Live Implementation Support

G.1.1   Overview of Post Go-Live Support

Tyler and the City will be responsible to work together on a Post Go-Live support plan in order to complete the conversion to Tyler MUNIS and the included third party products. Typically this is onsite functional and technical assistance in the following areas, per phase:

- Problem analysis and resolution
- Guidance and mentoring to City staff who provide Munis application support functions and user help desk support (problem resolution)
- Respond to help requests and resolve system defects
- Coaching users on use of the new system
- Support and direct assistance for business owner departments (Finance, Procurement, Benefits, Human Resources, Information Technology, etc.)
- Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

G.1.2   Duration of Post Go-Live Support

Within the proposed go-live milestone and through coordination with the City for the post-live plan, Tyler will provide post-go live support after go-live for each phase identified in Section A.1.4 of this statement of work. Tyler, within the proposed go-live milestone, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period.

Such events include:

- Fiscal Year End Activities
- End of Year Payroll and 1099 Activities
- Benefits Open Enrollment
- Budget Development

Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional implementation days.

Section H: Project Assumptions

H.1.1 Estimated Days

The following outlines major assumptions regarding the Contract and the commitment to Live Dates on time and within budget:

- Tyler and the City will be responsible for providing required commitments identified in this statement of work. Failure to provide appropriate support to the listed activities and tasks described in this statement of work may result in change orders
- The City will schedule all applicable users to attend scheduled analysis, implementation and training sessions
- Session topics are scheduled in advance. One session per topic will be covered within the scope of the project. If the City chooses to have additional sessions repeated, these would be out of scope and require a change order for additional implementation days. This does not include scheduled topics that are repeated for different levels of users. For instance, Accounts Payable Functional Leaders and Core Users will both have AP sessions; however, the level of analysis and hands-on training differs for each group and are considered separate, scheduled sessions
- On-site assistance during Go-Live for the financials and payroll phases of the implementation will be determined based on the total budget of days during project planning. Additional Go-Live assistance beyond the budgeted days will be considered out of scope and will require a change order for additional implementation days. Tyler will provide post go-live training for reporting, month-end processing, etc., as defined in the project schedule that will be delivered by the Tyler Project Manager.
- It will be the City's responsibility to train decentralized users. Tyler will train Functional Leaders, End (core) users and will conduct a Train-the-Trainer session in order to prepare the trainers to train their decentralized users. The City is responsible for scheduling the decentralized training, developing customized user documentation (Tyler will provide standard documents that may be modified), conducting the training, and assessing user understanding and acceptance.
- All project tasks will be assigned owners and due dates which correspond to the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and Go-Live Dates
- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions

H.1.2 Project Planning and Kickoff

The following outlines major assumptions and activities surrounding the Project Initiation and Kickoff phase of the Project:

- The City shall assign and authorize a Project Manager prior to the start of this phase.
- The City Project Manager, along with the Tyler Project Manager, shall participate in the review and final revision of the Project management and planning documents, which include this Implementation Project Scope Agreement, the Project Risk Register, and the Communications Plan.
- The Tyler Project Manager and City Project Manager will develop the Project Plan. Tyler will be responsible for providing the initial project plan and will maintain and update the project plan throughout all phases of the project. The City's project team will approve the initial and all

subsequent updates of the project plan at the regularly scheduled project meetings. The City will be involved in reviewing and providing necessary feedback and inputs as requested by the Tyler project manager
- The City project team will participate with the Tyler Project Manager in the Project Kickoff meeting to discuss the project approach and expectations.
- The Project Planning Services line item in the contract covers the development of the Project Management Plan at the onset of the project. Standard Project Management throughout the project is not billable.

H.1.3 Facility Requirements

The following outlines major assumptions surrounding the Facility used for the Project:
- The City will provide a room to be used as a training lab for Tyler staff to transfer knowledge to City resources as well as a place for City staff to practice what they have learned.
- The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by the City. It is Tyler's recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, Tyler requires that there be no more than two people at a given workstation.
- A workstation is to consist of a computer that has access to the MUNIS training/test database and a printer.
- The City is to provide a workstation that connects to Munis for the Tyler trainer conducting the session. The computer must be linked to a projector so everyone attending the session is able to follow the information being communicated.
- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
- The City is responsible to schedule the training room for the sessions conducted by Tyler staff.
- Should phases overlap, it may be necessary to make multiple training facilities available.

H.1.4 Homework (Post-consulting day project tasks & follow-up)

The following outlines major assumptions and activities surrounding the implementation of the MUNIS solution:
- Tyler will inform the City the trainee prerequisites that must be completed prior to conducting the session. Tyler will provide notice of any training prerequisites to the City Project Manager ten business days prior to the scheduled training session
- Tyler will inform the City project manager after each training or implementation session what tasks that must be completed prior to Tyler personnel returning to the site.
- Homework assignments and tasks will also be listed on the Project SharePoint site along with due date and owner
- Typical homework items are as follows:
    o Practice on processes learned
    o Review any delivered documents prior to attending scheduled training session
- Should the City not be able to complete communicated prerequisites or tasks, then to the City project manager is bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

Section I: Appendix

I.1.1   Functional Requirements

<mark>Attached as Exhibit</mark> 8 to the Agreement.

I.1.2   Listing of Deliverables

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft word, excel) to allow for updates and revisions.   Deliverables will be provided to the City free of grammar/spelling/formatting errors.

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED01	Project Kick-off	Formal presentation to key City staff members on the major project activities, expectations and high-level timeline.	Tyler project manager PowerPoint presentation to City project staff and key City staff members.	All project team members and key stakeholders will participate in the project kick-off.
DED02	Implementation Management Plans	Customized baseline management plans to reflect City project approach.	Change Management Plan, Resource Plan, Education Plan, Communication Plan, Risk Plan.	All project team members will participate in the development and maintenance of these plans.
DED03	Project SharePoint Site	City-specific MS Project SharePoint site for centralized collaboration & communications for: project announcements, managing project tasks, posting project documentation and approvals.	City-specific Project SharePoint, hosted by Tyler, accessible by named City users and Tyler staff. SharePoint site is created from a baseline template and then customized with project-specific details.	Tyler will supply SharePoint site navigation and use; the City will provide users and permissions for account creation.
DED04	Project Plan/Schedule	SharePoint site providing tasks and timelines for deliverables throughout the project as well as dependencies.	Task list with owners and due dates, project on-site and training schedule, meeting schedule. All will be posted in tasks and viewable in list and/or calendar view by all team members on the project SharePoint site.	All project team members will have access to schedule and update as defined in the communication management plan.

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED05	COA Analysis and Spreadsheet	Provide analysis and spreadsheet as structured outline for building the new Chart of Accounts.	Examination of the impact of the COA on each module purchased. Emphasis will be placed on the City's business requirements in creating a new chart of accounts that will meet the budgeting, reporting and inquiry needs of the City.	Participants will have in-depth knowledge of internal and external financial reporting at all levels, i.e., within Local, State and/or Federal.
DED10	Data Conversions Analysis & Crosswalks	Review conversion schemas and data formats for all purchased conversions and provide an explanation of specific data fields within Munis necessary to map City's data fields to appropriate Munis data fields.	Conversions listed in the Investment Summary.	The City will provide static files in an acceptable format, with file definitions. Changes to file layouts must be agreed upon in advance. The City will be responsible for extracting data from their legacy system, assisting in the mapping their legacy data to Munis fields, and providing data according to conversion guidelines. The City will generate the required reports to be used in validating the data at the time of extraction.
DED11	Data Conversion Files	Custom coded programs to convert data provided by the City into a format that can automatically be loaded into the Munis system according to the mapping instructions provided by the City.	Conversions listed in the Investment Summary.	Tyler Conversion will return the converted data with instructions for loading and provide error/exception reports for each conversion. The City will thoroughly review the converted data, the error/exception report and provide necessary instructions to conversion

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
				programmer regarding issues with the converted data.
DED12	Data Conversion Control & Error Reports	Reports providing details on number of records converted, summary balance information where applicable, duplicate record merge, and data conformity (i.e. phone number masking, zip codes, address parsing, etc.).	Conversions listed in the Investment Summary.	The City will thoroughly review the converted data, the error/exception report and provide necessary instructions to conversion programmers regarding issues with the converted data.
DED13	Customization/Interface Analysis & Specifications	Review and understand City requirements for the customizations and interfaces. Specification will contain a description and details of the intended modifications/interface and /or programs to be delivered to address the contract item – this document identifies exactly where and how the application programs will be changed.	For agreed to customizations and interfaces.	Development work on customizations will not begin until specifications are accepted and a copy of the specifications is returned with a signature authorizing work. New processing procedures as a result of customization will be incorporated into the Business Process Consulting service, if contracted.

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED14	Customizations and Interfaces	Modified programs according to agreed upon specifications.	Develop custom code modifications within Munis to provide desired functionality for agreed to customizations.	New processing procedures as a result of customization will be incorporated into Business Process Consulting service, if contracted.
DED15	Static Environment Test Plan	Provide an early opportunity to the City for testing and validating the business process decisions in the actual application.	Implementation will assist the City in the step by step testing of the functionality of Munis using processes and system parameter set up chosen by the City as the Business Process Design. This test will enable the City to see the way the system functions using their own data. Focus will be on helping the City understand the impact of the approved recommendations will have on the way the system functions.	Tyler's consultants will address any concerns and /or note any areas of functionality that the City determines as not functioning as desired to make recommended changes to the Final Business Process Design. Data files will be created during this process for submission to Tyler Forms that will be used for testing during the forms design and development efforts.
DED19	Tyler Forms Kits	Completion of the forms kits will provide pertinent information of clients customized forms requirements and their output requirements.	For Tyler Forms Libraries listed in the Investment Summary.	Kits will need to be submitted to Tyler Forms with original signatures for digitization. Data files to be used for testing during form development must accompany submission of kits. Development work will not commence until both kits and data files are received.
DED20	Tyler Forms Proofs	Provide form design proofs based on mock up form provided by client.	For Tyler Forms Libraries listed in the Investment Summary.	Proofs should be thoroughly reviewed by as many users of the form providing ample opportunity to catch any errors in

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
				the proof. During the development and proofing process, information requested by Tyler Forms will be provided in a timely manner.
DED21	Tyler Forms Library Forms	Provide final localized forms for output.	For Tyler Forms Libraries listed in the Investment Summary.	All testing and changing to proofs has been completed. Formal acceptance and sign off of forms required prior to loading forms to Live.
DED22	Pre-live Checklist	Identify all tasks that will need to be completed for Go-live.	Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	City staff will participate in the creation and review of the checklist.

I.1.3   Munis Release Life Cycle Policy

The Munis Release Life-Cycle Policy is designed to balance our clients' need for flexibility and stability, while meeting the demands for strategic product enhancements.

These are just a few of the benefits for our clients:
 » Continued quality improvements from Munis Development, Technical Support, and Release Management.
  » Consistent and predictable product release timelines.
  » Ability to accurately budget, plan, and schedule upgrade resources around major processing events.
  » Assurance of continually operating on a fully supported release.

Early Adoption (EA): This represents a phase, 45-90 days prior to GA, in which selected clients participate in an intense testing program on the pre-generally available release. Tyler strives to select a cross-section of customer participants to represent our client base ensuring maximum coverage. This 'real world' testing of the product enables Tyler to deliver the highest quality, customer-tested release. For information on how to obtain an Early Adoption version of our release, please contact **Munis Release Management**.

General Availability (GA): This represents a 12 month phase in which a product release (ex. Version 7.5) is made available for installation at client sites. Technology upgrades (ex. Version 9.0) are not intended for general availability.

Feature Complete (FC): This represents a 3 to 6 month phase in which the given release has matured through the EA and GA phase and minimal development efforts need to be placed on the product for the remainder of its life. Clients are encouraged to move to a more current release.

Next Release Planning (NRP): This represents a phase in which the given release has been available for up to 18 months and is at least 2 product releases behind the latest available Munis release. Clients are *strongly* encouraged to move to a more current release.

Product Retired (PR): This represents a release phase that receives only minimal support services. Clients *must* move to a more current release in order to receive year-end W-2 and 1099 releases.

NOTE: The timelines and specific dates related to our release life-cycle policy are tentative and subject to change.