



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

**NOTICE OF SPECIAL MEETING
OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, March 20, 2017
7 p.m.**

**Mayor Dale Copeland
918-338-4282**

AGENDA

1. **Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
2. **Roll Call and Establishment of a Quorum.**
3. **The Invocation will be provided by Associate Pastor Jodi Faulkner, Spirit Church.**
4. **Citizens to be heard.**
5. **City Council Announcements and Proclamations.**
6. **Authorities, Boards, Commissions and Committee Openings**
 - One opening on the Ambulance Commission
 - Two openings on the Bartlesville Library Trust Authority
 - One opening on the Bartlesville Redevelopment Trust Authority
 - One opening on the City Planning Commission
 - Three openings on the Sanitary Sewer Improvement Oversight Committee
 - One opening on the Tree Committee
 - One opening on Visitors, Inc.
 - One opening on the White Rose Cemetery Board
7. **Consent Docket**
 - a. **Approval of Minutes**
 - i. The Regular Meeting Minutes of March 6, 2017.
 - b. **Approval and/or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees**
 - i. Reappointment of Mr. Todd Mathes, Mr. Mike Dunlap, Mr. Preston Birk and Mr. Lindel Fields to the Tax Incentive District Review Committee at the recommendation of Mr. Gentges.
 - ii. Appointment of Mr. Ted Lockin to a three-year term on the Bartlesville Area History Museum Trust Authority at the recommendation of Dr. Callahan.
 - c. **Approval of Agreements, Contracts and/or Leases**
 - i. Approval of a ground lease between the City of Bartlesville and Flat Rock Concepts, LLC for 709, 713 and 717 SW Armstrong Avenue.
 - d. **Approval of Change Order**
 - i. Approval of Change Order No. 1 for AIP 3-40-0007-011-2016, Airport FBO Apron Reconstruction, reducing the contract by \$50,967.90 based on recapitulation of final quantities.
 - e. **Receipt of Bids**
 - i. Bid No. 2016-2017-033 for Golf Chemicals
 - ii. Bid No. 2016-2017-034 for 2016 Wastewater Collection System Rehabilitation (Phase 4)
8. **Discuss and take possible action authorizing the Bartlesville Development Authority to borrow up to \$300,000 for immediate repair/replacement of floor coverings within BDA-owned property (leased to ABB) and for litigation expenses related thereto. Presented by David Wood, President, Bartlesville Development Authority.**

9. Discuss and take action to approve a resolution declaring the intent of the Bartlesville City Council to consider the designation of a portion of the City as a "Statutory Reinvestment Area" and to consider creation of a related "Tax Increment District" pursuant to Oklahoma Law; directing the Review Committee to consider proposed project plans and to make any findings and recommendations required by law; directing preparation of a project plan; authorizing staff to take additional action; directing the Planning Commission of the City of Bartlesville to consider proposed project plans and make any recommendations required by law; and containing other provisions relating thereto. Presented by Lisa Beeman, Director, Community Development.
10. Discuss and take action on an agreement between the City of Bartlesville and Tyler Technologies for implementation of an Enterprise Resource Management System. Presented by Mike Bailey, Administrative Director/CFO.
11. City Manager and Staff Reports.
12. City Council Comments and Inquiries.
13. Adjournment.

The Notice of Meeting and Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:00 p.m. on Thursday, March 16, 2017.



Michael Bailey, City Clerk
Administrative Director/CFO



by Elaine Banes, Deputy City Clerk

All discussion items are subject to possible action by the City Council. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL

Monday, March 6, 2017
7 p.m.

Mayor Dale Copeland
918-338-4282

MINUTES

(Notice Posted 12/15/16-Agenda Posted 3/2/17)

Council members present were Mayor Dale Copeland, Vice Mayor John J. Kane, Joseph Callahan, Ph.D., Jim Curd, Jr. and Alan Gentges.

Staff Present were: Ed Gordon, City Manager, Jerry Maddux, City Attorney, Mike Bailey, Administrative Director/CFO, Lisa Beeman, Director of Community Development and Parks Planning, Terry Lauritsen, Director of Water Utilities, Micah Siemers, P.E., Director of Engineering, Fire Chief John Banks, Kelli Williams, Chief Communications Officer; Firefighters David Taylor and Josiah Rovenstine; and Elaine Banes, Executive Assistant.

1. **Mayor Copeland called to order the business meeting of the Bartlesville City Council at 7:00 p.m.**
2. **Roll Call was taken and a quorum was established.**
3. **The Invocation was provided by City Manager, Ed Gordon.**
4. **Citizens to be heard.**

Joel Rabin provided comments on the 2nd Street and Dewey landscaping subject.

5. **City Council Announcements and Proclamations.**

There were no proclamations. Mayor Copeland reminded the public that public comment is limited to three minutes.

6. **Authorities, Boards, Commissions and Committee Openings**

- One opening on the Ambulance Commission
- One opening on the Bartlesville Redevelopment Trust Authority
- Two openings on the Sanitary Sewer Improvement Oversight Committee
- One opening on the Tree Committee
- One opening on the White Rose Cemetery Board

Mayor Copeland invited and encouraged citizens to volunteer to serve on a City Committee. Applications can be found on-line at www.cityofbartlesville.org or in the City Manager's office, 2nd floor, City Hall.

7. **Consent Docket**

- a. **Approval of Minutes**

- i. The Special Meeting Minutes of February 21, 2017.

- b. **Approval and/or Ratification of Appointments and Reappointments to Authorities, Boards, Commissions and Committees**

- i. Appointment of Mr. Bob Tull to a three-year term on the Sewer System Improvement Oversight Committee at the recommendation of Vice Mayor Kane.

- c. **Approval of Agreements and Contracts**

- i. Approval of an Intergovernmental Agreement between the City of Bartlesville and the Oklahoma Department of Transportation for guardrail repair.

- d. **Approval of Ordinance and Resolutions**

- i. Resolution amending the budget of the City of Bartlesville, Oklahoma for Fiscal Year 2016-2017, appropriating revenues for the 2015 Community Development Block Grant.

Mayor Copeland read the consent docket in full.

Vice Mayor Kane moved to approve the consent docket as presented, seconded by Mr. Curd.

Ayes:	Mr. Gentges, Mr. Curd, Dr. Callahan, Vice Mayor Kane, Mayor Copeland
Nays:	None
Motion:	Passed

8. Discuss and take action to award Bid No. 2016-2017-031 for Elevator Improvements at City Hall. Presented by Dr. Callahan.

Dr. Callahan moved to award the bid to ThyssenKrupp Elevator for the base bid, building related work and hoistway doors in the amount of \$476,042 as presented, seconded by Mr. Gentges.

Ayes:	Mr. Curd, Dr. Callahan, Vice Mayor Kane, Mr. Gentges, Mayor Copeland
Nays:	None
Motion:	Passed

ADDENDUM TO THE AGENDA

1. Discuss and take action to award Bid No. 2016-2017-032 for Camelot Drive Concrete Street Rehabilitation. Presented by Vice Mayor Kane.

Vice Mayor Kane moved to award Bid No. 2016-2017-032 to Crossland Heavy Contractors in the amount of \$260,710.00, seconded by Mr. Curd.

Ayes:	Mr. Curd, Dr. Callahan, Vice Mayor Kane, Mr. Gentges, Mayor Copeland
Nays:	None
Motion:	Passed

9. Discuss and take action to approve the request from the Nehemiah Community Development Corporation to waive some or all of the estimated development and permit fees associated with the first phase of the development known as The Cottages on 6th Street. Presented by Lisa R. Beeman, Director of Community Development and Park Planning.

Ms. Beeman reported that the City's Affordable Housing Plan was adopted by the City Council on July 14, 2008. Eleven strategies were included to encourage private development and investment in the construction of affordable housing within the City of Bartlesville. One of these strategies states that the City will consider waiving some or all of the development and permit fees related to bona fide affordable housing projects, including new construction and renovation. Affordable housing as identified in the Affordable Housing plan as being that which require no more than 30% of a household's monthly income to be devoted to housing costs, which includes rent and utilities. This is a standard community definition that is used by the United States Department of housing and urban Development and the Oklahoma Housing finance Agency. HUD updates the income limits that determine eligibility for assisted housing programs. These income limited are based upon median family income estimates and air market rent estimate by region.

Ms. Beeman continued reported that Nehemiah Community Development Corporation has received zoning approval to construct the first phase of an affordable housing development at 6th and Virginia. The development known as the Cottages on 6th Street will be built in various stages with nine dwelling units constructed in the first phase, all of which will be rental units. Based upon the 2016 Income Limits Summary for Washington County, all nine units will be affordable housing units, and as such, are eligible for a waiver of some or all of the development and permit fees associated with their construction. Documentation provided by Nehemiah Community Development Corporation concerning the proposed development reports that each unit is expected to cost \$33,478 to construct. Financing for this development is coming, in part, from the Federal Home Loan Bank which requires that the rental rate for all units fall within the affordable housing income limits

Ms. Beeman concluded by reporting that the City Council is not authorized to waive any portion of a fee which is due to the State of Oklahoma which accounts for \$144. City staff also requests that the material costs associated with this development not be included in any waiver of fees granted by the City Council, which accounts for

\$1,675. Therefore, staff recommends that the City Council waive some or all of the development and permit fees for Phase I of The Cottages on 6th Street up to a maximum of \$1,740.

Vice Mayor Kane moved to approve waiving some or all of the development and permit fees for phase I of The Cottages on 6th Street up to a maximum of \$1,740 as presented, seconded by Mr. Curd.

Ayes: Dr. Callahan, Vice Mayor Kane, Mr. Gentges, Mr. Curd, Mayor Copeland
Nays: None
Motion: Passed

10. Discuss and take action to approve a resolution supporting the National Wildlife Federation’s Monarch Conservation Program and Authorizing the Mayor to sign the Mayor’s Monarch Pledge on behalf of the City of Bartlesville. Presented by Lisa R. Beeman, Director of Community Development and Park Planning.

Ms. Beeman reported that members of the Bartlesville Council of Garden Club requests that the City of Bartlesville participate in a conservation program developed by the National Wildlife Federation designed to help save the monarch butterfly. Over the past 20 years, the monarch butterfly population has declined by more than 90 percent due to habitat loss, pesticides and climate change. The NWF has identified 25 actions that communities can implement to help restore the monarch butterfly habitat. The Mayor’s Monarch Pledge is a commitment to help in this effort by implementing at least three of the 25 actions within a year of taking the pledge. The members of the Bartlesville Council of Garden Club met with the Park Board on February 23, 2017 and presented their request. The Park Board unanimously recommended approval of the City’s presentation in the program. Ms. Cloma Laws, President of the Bartlesville Council of Garden Clubs and Mr. Bill Buckles of the Park Board each provided information and their appreciation to the City Council.

Mr. Gentges moved to approve a resolution supporting the National Wildlife Federation’s Monarch Conservation Program and authorizing the Mayor to sign the Mayor’s Monarch Pledge on behalf of the City of Bartlesville as presented, seconded by Dr. Callahan.

Ayes: Vice Mayor Kane, Mr. Gentges, Mr. Curd, Dr. Callahan, Mayor Copeland
Nays: None
Motion: Passed

11. New Business

There was no new business to present.

12. City Manager and Staff Reports.

Mr. Gordon provided information about the Spring Clean-Up vouchers, Operation Clean House and the Guardrail contract with the Oklahoma Department of Transportation.

13. City Council Comments and Inquiries.

There were not comments or inquiries.

14. There being no further business to address, the Mayor adjourned the meeting at 7:35 p.m.

Mayor Dale Copeland

Mike Bailey, City Clerk
Administrative Director/CFO



Memo

TO: Dale Copeland, Mayor
FROM: Lisa R. Beeman, Director of Community Development
CC: Ed Gordon, City Manager
DATE: March 15, 2017
SUBJECT: **Appointments to the Tax Incentive District Review Committee**

The Tax Incentive Review Committee acts in an advisory capacity to the City Council and meets only as needed to consider proposed plans or projects referred to them by the City Council. The Committee is made up of nine members as follows: a City Council representative, a planning commission representative, a representative from each of the affected taxing jurisdictions, and three people representing the public at-large. The city council representative and the planning commission representative continue to serve provided they remain in service on the city council or planning commission. Alan Gentges was recently appointed by the City to represent the City Council on this committee. The three members representing the public at-large are appointed by the Committee at its first meeting of the year.

Members representing the taxing jurisdictions are appointed by the City Council and serve only a one-year term. The taxing jurisdictions in our area and the respective representative for each are identified below:

- Washington County representative: Todd Mathes, County Assessor
- Washington County Health Department: Mike Dunlap, County Commissioner
- Bartlesville Independent School District #30: Preston Birk, Executive Director of Business and Finance
- Tri-County Technology Center: Lindel Fields, Superintendent/CEO

The above member terms have expired and need to be reappointed.

Additionally, the representative from the City Planning Commission has been the Chairman, who is Alan Bretz.

Please place the re-appointment of these five members on the Tax Incentive District Review Committee on the City Council agenda for Monday, March 20, 2017: Todd Mathes, Mike Dunlap, Preston Birk, Lindel Fields, and Alan Bretz.

Zimbra**rebanes@cityofbartlesville.org**

Re: Application for BAHM

From : Joseph Callahan
<jcallahan918@gmail.com>

Wed, Mar 01, 2017 10:11 PM

Subject : Re: Application for BAHM

To : Shellie McGill
<mrmcgill@cityofbartlesville.org>

Cc : Elaine Banes
<rebanes@cityofbartlesville.org>,
Denise Goff
<dgoff@bartlesville.lib.ok.us>

Ted would be a great addition.

Shellie, if you don't mind preparing a letter for his appointment, that would be great.

Thanks.

Joseph Callahan

On Mar 1, 2017, at 4:07 PM, Shellie McGill
<mrmcgill@cityofbartlesville.org> wrote:

Art Gorman the BAHM Chairman has called and asked us to look for Mr. Lockin's application. He wishes to have him appointed and I would concur.

Dr. Callahan would you like me to prepare a letter requesting his appointment for the 3/20 council meeting?

CITY OF BARTLESVILLE

APPLICATION FOR CITY BOARDS, COMMISSIONS, COMMITTEES AND TRUST AUTHORITIES

✓ - Please check the ones you wish to serve on:

- | | |
|--|--|
| <input type="checkbox"/> Adams Municipal Golf Course Committee
<input type="checkbox"/> Ambulance Commission
<input type="checkbox"/> Bartlesville Adult Center Trust Authority
<input type="checkbox"/> Bartlesville Development Authority
<input checked="" type="checkbox"/> Bartlesville History Museum Trust Authority
<input type="checkbox"/> Bartlesville Library Trust Authority
<input type="checkbox"/> Bartlesville Redevelopment Trust Authority
<input type="checkbox"/> Bartlesville Water Resources Committee
<input type="checkbox"/> City Board of Adjustment
<input type="checkbox"/> City Planning Commission | <input type="checkbox"/> Community Center Trust Authority
<input type="checkbox"/> Construction and Fire Code Appeals Board
<input type="checkbox"/> Library Board
<input type="checkbox"/> Park Board
<input type="checkbox"/> Sewer System Improvement Oversight Committee
<input type="checkbox"/> Street and Traffic Committee
<input type="checkbox"/> Tax Incentive District Review Committee
<input type="checkbox"/> Tree Sub-Committee of the Park Board
<input type="checkbox"/> White Rose Cemetery Board |
|--|--|

NAME: Ted D. Lockin HOME PHONE: 918 333-3147
 ADDRESS: 651 Kenwood Ct. WORK PHONE: 918 333-0692
 CITY/STATE/ZIP: BARTLESVILLE, OK 74006 CELL PHONE: 918 440-5233
 EMAIL ADDRESS: Ted.d.lockin@gmail.com WARD NO: 4

What in your background qualifies you for service on the committees chosen (volunteer work, education, employment)?

FORMER Mayor, Vice Mayor, council member, served on many city committees and strong supporter of history/mus.

Tell us about your previous community involvement and the duration of your involvement:

What would you like to see this board, commission, committee or authority accomplish?

Signature: Ted D. Lockin Date Applied: 3/1/17

Please mail or deliver to: City of Bartlesville
 City Manager's Office
 401 S. Johnstone Ave.
 Bartlesville, OK 74003



For anything additional, please attach.

cc: Shelia McGill
 Joseph Callahan



Memo

To: Ed Gordon, City Manager
From: Lisa Beeman, Community Development Director
Date: March 16, 2017
RE: Ground Lease

I have been working with Kim and Lonnie Betts of Flat Rock Concepts, LLC as they explore opportunities for the construction of smaller cottage type dwelling units within the City of Bartlesville, particularly in the neighborhoods around Downtown Bartlesville whether existing houses are similarly sized. The units they propose would be approximately 400 square feet downstairs with an full-sized upper loft of approximately 150 square feet.

In order to increase public awareness on the concept of smaller homes, sometimes referred to as “tiny homes”, they would like to construct and stage up to two homes which can be toured by the public. I showed them several vacant properties which are owned by the City of Bartlesville on which there are no development plans. They have requested and I recommend that the City lease to Flat Rock Concepts a portion of the land it owns north of 8th Street between Armstrong and Jennings Avenue, specifically a tract measuring 150’ x 140’ on the west side of Jennings, across from Sonic. This site provides ample room for the staging of two temporary homes and off-street parking for the public who would like to stop in for information on the units. The attached ground lease agreement is a short term, month by month ground lease, which can be terminated with 30-days written notice. This lease is similar to others the City has entered into for the temporary use of undeveloped properties and provide a mutually beneficial arrangement for the use of the land which includes the responsibility of property maintenance during the term of the lease. The Council is requested to consider and take action on this ground lease at its Monday, April 20 Council meeting.

GROUND LEASE AGREEMENT

This lease agreement, made and entered into this _____ day of March, 2017, by and between the City of Bartlesville, an Oklahoma Municipal Corporation, hereinafter referred to as “City” and Flat Rock Concepts, LLC, hereinafter referred to as “FRC”.

WHEREAS, FRC desires to utilize City’s premises, specifically three undeveloped platted lots located south of Adams Road and west of Jennings Avenue, legally described herein, addressed as 709, 713 and 717 SW Armstrong Avenue, Bartlesville, Oklahoma, for the specific purposes, terms, and conditions identified herein.

WHEREAS, FRC specializes in the construction of smaller single-family homes of 600 square feet or less, which provides an opportunity for homeowners to downsize in square footage but not in quality; and

WHEREAS, interest in smaller homes has increased over the past decade for a variety of reasons, and FRC desires to showcase its product to the Bartlesville community.

NOW, THEREFORE, for good and valuable consideration, and pursuant to the covenants and terms hereinafter set forth, the City and FRC hereby agree as follows:

Section 1. Leased Premises. The City does hereby lease to FRC the following described property in the City of Bartlesville, hereinafter referred to as the “Lot”:

All of Lot 2, Block 62, Original Town of Bartlesville, and the North 50-feet of Lot 3, Block 62, Original Town of Bartlesville, measuring 150’ x 140’.

Section 2. Term of Lease. The term of this lease shall commence on April 1, 2017, and shall continue on a month-to-month basis until March 31, 2018, unless either party gives written notice of termination to the other party of at least 30 days. This lease may be renewed upon mutual consent of both parties.

Section 3. Use of Premises.

- A. FRC is authorized by the City to use the lot for the sole purpose of constructing, staging, and marketing up to a maximum of two small model homes, hereinafter referred to as “Homes”. Said construction of Homes upon this Lot shall be temporary in nature, that is, the Homes must be capable of being moved off the Lot within a maximum of ninety (90) days. It is understood by all parties that these Homes are not to be inhabited or used for any single-family use while located upon this Lot. Construction of any Home upon this Lot by FRC shall meet all applicable building and development codes for the City of Bartlesville.
- B. Any signage placed on Lot shall be approved by the City of Bartlesville Community Development Department and shall comply with all existing regulations.
- C. Additionally, FRC agrees to:
 - 1. use the Lot in a careful and proper manner;
 - 2. not use the Lot for any unlawful purpose;
 - 3. conform to and obey all present and future laws, ordinance, and all rules and regulations of all governmental authorities or agencies;

4. not use or occupy the Lot or permit the same to be used or occupied for any purpose other than that specifically stated herein;
5. be responsible for any damage to the Lot and to repair same at its expense upon termination of this lease agreement;
6. return the Lot to the City in the same, or better, condition as received on April 1, 2017 at the end of this lease agreement.

Section 4. Rental and Consideration. FRC, for and in consideration of the use of said Lot, does hereby agree to pay to the City an annual monthly rent of \$1.00 and, in addition, shall be solely responsible for, at its own cost and expense, the day-to-day maintenance of the lot, which shall include mowing of the lot, weed-eating and weed control as required by City regulations.

Section 5. Utilities. FRC agrees to pay all charges for any and all utilities used in conjunction with its use of the Lot, including all deposits, payments, connection or disconnection fees associated with said utility connections.

Section 6. Insurance. FRC agrees that any insurance coverage for any property owned by FRC and located upon said Lot is solely the responsibility of FRC. Additionally, FRC shall procure and maintain in full force and effect during the term of this Agreement, insurance coverage to limits not less than those of the Oklahoma Governmental Tort Claims Act, naming the City as an additional insured party on the policy, from a company licensed to do business in Oklahoma. Said policy shall be evidenced by a certificate of insurance presented to the City Clerk upon inception of this Agreement.

Section 7. Assignment. FRC shall not assign or sublet this Lease, or any right, privilege, or interest herein, directly or indirectly.

Section 8. Indemnity. FRC shall indemnify and save the City, its agents, and employees, harmless from and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the FRC or its agents or employees.

Section 9. Acknowledgement. FRC acknowledges having carefully read and reviewed this Agreement, and represents that it fully understands and voluntarily executes the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of March, 2017, to be effective according to the terms hereof.

CITY OF BARTLESVILLE

FLATROCK CONCEPTS, LLC

By: _____
 Dale Copeland, Mayor
 City of Bartlesville

By: _____
 Kimberly A. Betts, President

ATTEST:

 Mike Bailey, City Clerk

Location of Lot for Lease: 709, 713, and 717 SW Jennings Avenue





CEC
infrastructure solutions

February 28, 2017

Mr. Micah Siemers, P.E.
Director of Engineering
City of Bartlesville
401 South Johnstone Avenue
Bartlesville, Oklahoma 74003

RE: Recapitulation Change Order No.1 for AIP 3-40-0007-011-2016
Reconstruct Apron
Bartlesville Municipal Airport

Dear Micah:

Enclosed are 3 copies of Change Order No. 1, a recapitulation of final quantities for Contech, Inc. Once approved by City Council, please have all 3 copies executed, and return 2 copies to me. I will keep a copy for our files and forward one to the contractor. Please keep one copy for the City's files.

If you have any questions, please let me know.

Sincerely,

Toby Baker, P.E.
CEC // INFRASTRUCTURE SOLUTIONS
Airport Division Manager

Enclosure (3)

CHANGE ORDER

Project: Reconstruct Apron AIP 3-40-0007-011-2016	Change Order No. 1
Project Description: Reconstruct Apron	
Requested Changes & Reasons: Recapitulation of Final Quantities	
LOCATION: Bartlesville Municipal Airport	

The above will necessitate the following changes in quantities and estimates, which will be shown as overruns and underruns on future progressive estimates and vouchers.

Item	Description	Quantity	Unit Price \$	Amount \$	Days Req'd
	Please see attached breakdown				
Total this Change Order				-50,967.90	0 WD
Existing Contract				444,632.75	40 WD
New Contract				\$393,664.85	40 WD

The prices for additional items have been compared with other contract prices and are fair for the amount of work involved.

2/27/17
Date

GWB
CEC Corporation

Approved by the City of Bartlesville this _____ day of _____, 2017.

Dale Copeland, Mayor

We, Contech, Inc. contractor on the above project, do hereby agree to a net decrease in the contract of \$ 50,967.90 and 0 working days as full compensation for making the above changes in accordance with the governing specifications.

Contech, Inc.
Bryan Adair, President

Subscribed and sworn before me this 23rd day of February, 2017.

My Commission Expires:

June 14 2019



Lisa A. Lindell
Notary Public

Change Order No. 1

2/22/2017

Contech, Inc.
 Reconstruct Apron
 AIP PROJECT 3-40-0007-011-2016
 Bartlesville, Oklahoma

Item	Description	Original Contract			Change Order No. 1			Final Contract		
		Unit Price \$	Unit	Quantity	Amount \$	Quantity	Amount \$	Quantity	Amount \$	
Base Bid										
1	Mobilization	25,500.00	LS	1	25,500.00	-	-	1	25,500.00	
2	Low Profile Flag and Flasher Barricades	2,000.00	LS	1	2,000.00	-	-	1	2,000.00	
3	Construction Staking	12,000.00	LS	1	12,000.00	-	-	1	12,000.00	
4	Temporary Erosion Control	2,000.00	LS	1	2,000.00	-	-	1	2,000.00	
5	Concrete Pavement Removal	7.75	SY	5,280	40,920.00	(332.72)	(2,578.58)	4,947.28	38,341.42	
6	8" Fly Ash Treated Subgrade	7.00	SY	5,315.00	37,205.00	(377.72)	(2,644.04)	4,937.28	34,560.96	
7	8" Fly Ash Treated Subgrade	89.00	TON	225.00	20,025.00	(1.00)	(89.00)	224.00	19,936.00	
8	6" P.C. Concrete Surface Course	49.00	SY	5,270.00	258,230.00	(927.72)	(45,458.28)	4,342.28	212,771.72	
9	Install Tie Down Anchors	200.00	EA	18.00	3,600.00	-	-	18.00	3,600.00	
10	Taxiway Marking With Reflective Media	6.00	SF	140	840.00	(11.00)	(66.00)	129.00	774.00	
11	Taxiway Marking Without Reflective Media	6.00	SF	280	1,680.00	(22.00)	(132.00)	258.00	1,548.00	
12	Solid Slab Sodding and Watering Until Established	7.00	SY	130.00	910.00	-	-	130.00	910.00	
13	Third Party Insurance	-	LS	1.00	-	-	-	1.00	-	
14	12" P.C. Concrete Surface Course	7.75	SY	605.00	4,688.75	-	-	605.00	4,688.75	
15	Concrete Pavement Removal	5.00	SY	615.00	3,075.00	-	-	615.00	3,075.00	
16	Class C Fly Ash	89.00	TON	26.00	2,314.00	-	-	26.00	2,314.00	
17	6" P.C. Concrete Surface Course	49.00	SY	605.00	29,645.00	-	-	605.00	29,645.00	
TOTAL					\$444,632.75		-\$50,967.90		\$393,664.85	

Original Contract	\$444,632.75
Change Order No. 1	-\$50,967.90
Final Contract	\$393,664.85

Published in the Examiner Enterprise

February 2, 3 & 6, 2017

NOTICE TO BIDDERS

The City of Bartlesville will accept sealed bids for the purchase of the following described items at the office of the City Clerk, 401 S Johnstone Ave, Bartlesville, Oklahoma until the hour of 2:00 p.m. on Monday, March 20, 2017.

2016-2017-033 Golf Chemicals

For complete Bid Specs please visit our website at www.cityofbartlesville.org under Bid Applications

All bids must be placed in a sealed envelope for each bid submitted. All bids must indicate the following on the outside of each sealed envelope:

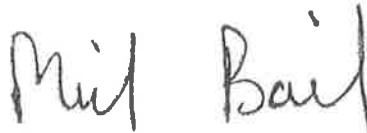
NAME AND ADDRESS OF BIDDER
BID NUMBER

Bids may be mailed, but must reach the City Clerk's office before the deadline to be considered. Address bids to:

City of Bartlesville
City Clerk
401 S Johnstone Ave
Bartlesville, OK 74003-6619

The City reserves the right to make the final determination as to what constitutes the best bid and it reserves the right to reject or accept any or all bids or portions thereof.

Dated this 30th Day of January, 2017



Administrative Director/CFO

INVITATION FOR BIDS

**City of Bartlesville
2016 Wastewater Collection System Rehabilitation (Phase 4)
Bid No. 2016-2017-034**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until 2:00 p.m. on the **20th day of March, 2017** at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct: wastewater collection system pipe replacement, sliplining and manhole replacement as called for in the plans and specifications on file in the Engineering Department, (918)338-4251 City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003. Plans, specifications, and contract documents may be examined and are available at a nonrefundable charge of **\$50.00** in this office.

The major work on the project shall consist of the following:

2795	LF	8" Slipline/CIPP
3879	LF	Opencut or Trenchless 8"
1288	LF	Opencut or Trenchless 10"
530	LF	Opencut or Trenchless 12"

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003. **PROPOSAL FOR 2016 WASTEWATER COLLECTION SYSTEM REHABILITATION (PHASE 4), BID NO. 2016-2017-034.**" Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Instruction to Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informalities or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 22nd day of February, 2017.


City Clerk

By 

Information will be provided at the meeting.



MEMO

TO: Ed Gordon, City Manager

FROM: Lisa Beeman, Community Development Director

DATE: March 15, 2017

SUBJECT: CONSIDER AND TAKE ACTION ON A RESOLUTION DECLARING THE INTENT TO CONSIDER THE DESIGNATION OF A TAX INCREMENT DISTRICT AND DIRECTING THE REVIEW COMMITTEE TO CONSIDER PROPOSED PROJECT PLANS AND MAKE ANY FINDINGS AND RECOMMENDATIONS AS REQUIRED BY LAW FOR THE PROPOSED EASTLAND SHOPPING CENTER PROJECT.

City staff has been working with Dan Wells, President of Eastland, Inc. and owner of Eastland Shopping Center, on plans for the expansion of and updates to the shopping center involving both new building construction as well as reconstruction and remodel of existing buildings. Based upon these plans, it is clear that traffic activity along Washington Boulevard and turning movements into and out of Eastland Shopping Center will increase significantly. In order to accommodate this increase in traffic activity, a dedicated right turn lane or lanes is necessary for northbound traffic on Washington Boulevard, which will also necessitate intersection signal improvements. Improvements to facilitate better traffic flow within the shopping center is also needed, which will be undertaken by the private property owner as part of this project. Due to the significant costs associated with the needed infrastructure improvements on Washington Boulevard, staff has discussed the possible creation of a tax increment finance district which would include Eastland Shopping Center, which would permit the increased tax base to be used for the making of the necessary improvements. Attached is a letter from Dan Wells requesting that the City Council consider the designation of a tax increment district for Eastland Shopping Center and the adjacent roadways. Also attached is a resolution which, if approved by the City Council, would declare this intent and directing the Tax Incentive Review Committee to consider a project plan and to make any findings and recommendations required by law for the proposed Eastland Shopping Center Project. After this review is completed by the Tax Increment Review Committee, the recommendations of this committee will come back to the City Council for final action on this request.

CITY COUNCIL ACTION REQUESTED:

The Council is requested to take action on this request and the attached resolution which, if approved, would initiate the process for designation of a statutory reinvestment area and create a related tax increment finance district as requested.

Eastland INCORPORATED

12345 EAST SKELLY DRIVE
TULSA, OKLAHOMA 74128
PHONE (918) 438-1540

March 8, 2017

Mayor Dale Copeland
401 S. Johnstone Ave.
Bartlesville, OK 74003

Re: Infrastructure improvements along U.S. Highway 75 for ingress and egress at Eastland Shopping Center

Dear Mayor Copeland:

Eastland Shopping Center has been a part of the Bartlesville Community since the 1960's when my grandfather saw an opportunity to bring a new shopping concept to Bartlesville. As the City of Bartlesville continued to grow on the east side of the Caney River, Eastland Shopping Center provided convenient retail shopping opportunities for the growing community and new residential neighborhoods. Through the years, Eastland has provided entertainment, dining, and shopping experiences and has been home to a twin (and then quad) movie theater, Furr's Cafeteria and other local restaurants, and major retailers such as Montgomery Wards, Vandever's, Woolworth's, J.C. Penney, Hobby Lobby, Anthony's/Stage, Radio Shack, and Atwoods. We hope to continue to be a part of the Bartlesville community for many years to come with updates and changes to the shopping center that we hope will be embraced by the people that make Bartlesville their home.

Being located within one of the highest traffic areas in Bartlesville has been a blessing, but with that also comes challenges. With a newly updated Hobby Lobby store and a brand new Chick-Fil-A restaurant, as well as other new tenants that we are working with, we expect the traffic levels on Washington Blvd and around the shopping center to increase further. Because of this, we are aware that improvements will be needed to U.S. Highway 75, including the addition of a northbound right turn lane into Eastland Shopping Center. As such, we are requesting that the City Council consider the designation of Eastland Shopping Center and the surrounding roadways as a statutory reinvestment area and consider the creation of a related tax increment finance district to fund the various traffic related improvements needed to ensure the long-term safe flow of traffic along U.S. Highway 75 as well as ingress and egress of the shopping center. We hope that this will help alleviate the increase in traffic congestion along Washington Blvd as our new and/or updated tenants begin to open.

Sincerely,



Daniel Wells
President of Eastland, Inc.
918-438-1540 ext. 6
wellsdsw@hotmail.com

RESOLUTION NO. _____

RESOLUTION DECLARING THE INTENT OF THE BARTLESVILLE CITY COUNCIL TO CONSIDER THE DESIGNATION OF A PORTION OF THE CITY AS A “STATUTORY REINVESTMENT AREA” AND TO CONSIDER CREATION OF A RELATED “TAX INCREMENT DISTRICT” PURSUANT TO OKLAHOMA LAW; DIRECTING THE REVIEW COMMITTEE TO CONSIDER PROPOSED PROJECT PLANS AND TO MAKE ANY FINDINGS AND RECOMMENDATIONS REQUIRED BY LAW; DIRECTING PREPARATION OF A PROJECT PLAN; AUTHORIZING STAFF TO TAKE ADDITIONAL ACTION; DIRECTING THE PLANNING COMMISSION OF THE CITY OF BARTLESVILLE TO CONSIDER PROPOSED PROJECT PLANS AND MAKE ANY RECOMMENDATIONS REQUIRED BY LAW; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Section 6C of the Oklahoma Constitution, along with provisions of the Oklahoma Local Development Act, Title 62, Section 850 et seq. of the Oklahoma Statutes, as amended (the ‘Local Development Act’), authorizes cities, towns and counties to adopt incentives for the development or redevelopment of such areas, and empowers the governing bodies of cities, towns or counties to apportion tax increments to help finance the public costs of such development or redevelopment; and

WHEREAS, the Bartlesville City Council, as the governing body of the City, is authorized by the Local Development Act to create a tax increment district to further the public purpose of economic development in Bartlesville; and

WHEREAS, Eastland, Inc. (hereinafter the "Developer") has begun and intends to continue expansion of and updates to Eastland Shopping Center, located on a 27.7 acre tract of land at the Southwest corner of U.S. Highway 75 and Frank Phillips Boulevard, through new construction as well as reconstruction of buildings and attraction of new and expansion of existing retailers (hereinafter the “Eastland Shopping Center Project), which will result in increasing traffic activity along and turning movements from the adjacent roadways; and

WHEREAS, the Developer has requested funding assistance from the City of Bartlesville in connection with the construction of certain street, utility, and other public infrastructure improvements needed to facilitate the safe flow of traffic along U.S. Highway 75 as well as safe ingress and egress to and from Eastland Shopping Center, (hereinafter, the “Project Facilities”); and

WHEREAS, the City Council believes that the Eastland Shopping Center Project may qualify for development financing assistance pursuant to the terms of the Local Development Act and that the project should, therefore, be referred to the City of Bartlesville Local Development Act Review Committee (the “Review Committee”), for its recommendations and findings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA, AS FOLLOWS:

SECTION 1. Declaring the Intent of the Bartlesville City Council to Consider the Designation of a Portion of the City As a “Tax Increment District” Pursuant to Oklahoma Law. The City Council hereby finds that there exists within the corporate limits of the City of Bartlesville an area which may require public improvements: (i) to reverse economic stagnation or decline; (ii) to serve as a catalyst for retaining or expanding employment; (iii) to attract major investment in the area; or (iv) to preserve or enhance the tax base of such area. Accordingly, the City Council hereby states its intention to consider the designation of such area as a “tax increment district”, pursuant to the provisions of the Local Development Act.

SECTION 2. Directing the Review Committee to Consider Proposed Project Plans and Make Any Findings and Recommendations Required By Law. The Review Committee shall act in an advisory capacity to the City Council as authorized by the Local Development Act and shall consider and make its findings and recommendations to the City Council with respect to the conditions establishing the eligibility of the proposed district and the appropriateness of the approval of any proposed project plans hereinafter referred to it by the Bartlesville City Council. The Review Committee shall also recommend that the proposed district and project plan be approved, denied, or approved subject to conditions set forth by the Review Committee. In making such a recommendation, the Review Committee shall consider and determine whether the proposed plan or project will have a financial impact on any taxing jurisdiction within the proposed district and shall report its findings to the City Council.

SECTION 3. Directing Preparation of a Project Plan: Authorizing Staff to Take Additional Action. The City Council hereby directs the staff of the City to prepare a “project plan” relating to the requested development financing assistance, and may also include within the project plan such public improvements as may be needed to serve the Eastland Shopping Center Project. The City Council further authorizes and directs the City staff to take all additional action as may be necessary for the consideration by the City Council of the “project plan” and the proposed tax increment district, including, without limitation:

1. to forward the “project plan” relating to the area described above to the Local Development Act Review Committee, in order that such committee may make the recommendations and findings required by the Local Development Act;
2. to thereafter cause the findings and recommendations of the Local Development Act Review Committee to be presented to the City Council; and
3. to give or cause to be given such public notice or notices as may be required by law prior to the City Council’s consideration of any ordinance approving a “project plan” and establishing such a tax increment district.

SECTION 4. Directing the Bartlesville Planning Commission to Consider the Proposed Project Plan and Make Any Recommendations Required Law. The Planning Commission of the City of Bartlesville is also hereby authorized and directed to consider any proposed project plans following the consideration of such project plan by the Review Committee and to make any recommendations to the Bartlesville City Council as may be required by the Local Development Act.

ADOPTED AND APPROVED this 20th of March, 2017.

**CITY COUNCIL OF THE
CITY OF BARTLESVILLE, OKLAHOMA**

____s/_____
Dale Copeland, Mayor

(SEAL)
ATTEST:

____s/_____
Mike Bailey, City Clerk



ACCOUNTING AND FINANCE

MEMORANDUM

TO: Ed Gordon, City Manager

FROM: Mike Bailey, Administrative Director/CFO

SUBJECT: Agreement between the City of Bartlesville and Tyler Technologies for implementation of an Enterprise Resource Management System.

GENERAL INFORMATION:

In June of 2015, the City of Bartlesville entered into an agreement with Governmental Finance Officers Association (GFOA) to provide professional services related to the selection of a new Enterprise Resource Planning (ERP) system. The agreement with GFOA consisted of several components.

1. Existing business process analysis – this process mapped the City’s processes as they currently existed
2. Process Design and Requirements – this process made suggestions for changes to the existing processes and developed the requirements for the ERP system
3. RFP Draft – this phase developed the Request for Proposals (RFP) that was sent to vendors. This is similar to bid specs for a construction project.
4. Governance Support – GFOA agreed to provide support in developing a governance model for implementation of the ERP and other changes identified during this process
5. System Selection – GFOA assisted the City during the system selection process. This process consisted of several steps.
 - a. Solicited written proposals
 - b. Narrowed the possible candidates to 2 and facilitated software demonstrations
 - c. Discovery process where all follow-up questions and concerns were addressed
6. Contract negotiations – GFOA assisted the City during contract negotiations to ensure that both the agreement and statement of work adhered to the City’s RFP and accepted industry standards

The City and GFOA have moved through this entire process and now have a recommendation for the City Council. Staff and GFOA are recommending that Council award the contract to Tyler Technologies in the amount of \$1,311,047.

The City received 5 proposals from 4 vendors. 3 of the proposals involved On Premise systems (the City’s preference), and 2 of the proposals were for SaaS (software as a service). The On Premise systems typically have higher initial costs but save money on annual fees in the long run. The SaaS systems are exactly the opposite with low initial costs but much higher annual fees.

Below is a table that shows the initial, average annual support, 5 yr, and 10 yr costs for each system.

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Vendor/Type	1st Year Total	Avg Annual	5 Yr Total	10 Yr Total
Tyler - On Premises	1,315,247	96,254	1,644,495	2,256,248
Harris - On Premises	525,926	101,119	881,659	1,435,995
Quintel - On Premises	1,920,149	72,348	2,188,292	2,571,282
Quintel - Hosted SaaS	547,368	547,368	2,736,840	5,473,680
Artha - Hosted SaaS	715,720	330,720	2,038,600	3,692,200

The table further illustrates that On Premises systems have greater initial costs but SaaS systems have much greater life-cycle costs. Of the 3 On Premises proposals, the City elected to receive on-site demos for 2 systems, Tyler and Harris.

Harris is the company that created the legacy ERP system that the City currently utilizes. Due to this, the Harris product carries a lower initial cost, since they will allow us to “upgrade” our existing ERP licenses to their current flag ship product, Innoprise.

Tyler is a major player in governmental ERP systems. They primarily offer two platforms, Incode and Munis. Incode is a system designed for smaller governments that is the most popular ERP among small to medium Oklahoma municipalities. Munis is a much more robust ERP system that is intended for use by medium to large governments. Munis is used by a number of municipalities in Oklahoma and is currently being implemented by the City of Tulsa.

A large and diverse group of City Staff subject matter experts participated in the demos. Each staff member asked questions, participated in live processing, and was allowed to request additional information from both vendors. Ultimately, all staff members gave their opinion on their preferred system. The unanimous choice was Tyler’s Munis.

The functionality, simplicity, and intuitiveness of the two systems was barely comparable. Munis was clearly a superior product. There are a number of advantages to Munis, but besides the functionality, one of the greatest benefits is that they will always upgrade the City to the latest version of their product at no charge. This is not and never has been the case with Harris.

Every municipality that I have spoken with about Tyler’s service and support were very happy with the level they received. The City of Bartlesville’s experience with Harris has not been as positive and has been a source of great conflict in the past.

After Tyler was elevated to contract negotiations, GFOA and the City began negotiating a contract with Tyler. After several iterations and thorough reviews by GFOA staff, city staff, and the City Attorney, a final version of the contract and statement of work were agreed upon. During the negotiations, unnecessary services related to HR were removed which reduced the original proposed cost from \$1,315,247 to the proposed cost of \$1,311,047.

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The City of Bartlesville currently has \$1,000,000 budgeted for this project from the following sources:

2012 GO Bond Fund	\$125,000
Capital Reserve Fund:	
General Fund	\$50,000
Wastewater	\$275,000
Water	\$275,000
Sanitation	\$275,000

Due to the structure of the contract and the non-appropriation clause that it contains, the City technically only needs to encumber \$532,731 for this fiscal year. An additional \$621,666 will need to be appropriated in FY 2018, \$131,450 in FY 2019, and \$25,200 in FY 2020. The non-appropriation clause allows the City to cancel the project at any point that there is insufficient budget available.

However, it would be impractical to do cancel this contract in the middle of any phase. The four distinct products being purchased by the City as part of this ERP are Finance, HRIS, EnerGov, and Work Orders. The scheduling and costs associated with each phase are listed below:

Phase	Cost	Start Date	Length of Phase
Finance	\$ 608,331	Apr-17	12 mos
HRIS	\$ 235,188	Oct-17	12 mos
EnerGov	\$ 394,878	May-18	12 mos
Work Order/Fixed Assets	\$ 72,650	Nov-18	7 mos

Staff would recommend that sufficient funds be encumbered to ensure completion of the Finance and HRIS phases for a total of \$843,519 immediately. This will leave \$156,481 of the current appropriation, which staff will recommend allocating to a further agreement with GFOA to take the City through the full implementation process. GFOA’s assistance has been invaluable up to this point, and staff believes that their assistance is necessary to ensure proper implementation of this critical investment.

This would mean that approximately \$394,878 will need to be allocated from capital funds in the next budget in order to continue the implementation through the EnerGov module, and another \$72,650 will need to be allocated in FY 2019 for the Work Order/Fixed Assets module. Staff is confident that the additional funds will be available in future years through a combination of Enterprise and General fund capital resources.

Attached to this email are all of the documents necessary to execute the agreement with Tyler Technologies. The main document is the License and Service Agreement which also incorporates the following attached exhibits: Investment Summary, Invoicing and Payment Policy, Maintenance and Support Agreement, Third Party Terms, and the Statement of Work.

Please schedule this item for presentation and approval at the next City Council meeting.

COUNCIL ACTION REQUESTED:

Approve the attached agreement to award the City’s ERP project to Tyler Technologies.



LICENSE AND SERVICES AGREEMENT

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

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Client”** means the City of Bartlesville, Oklahoma.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the Functional Requirements Responses as indicated in Exhibit F, or other Tyler Documentation. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation. Notwithstanding the foregoing, the Functional Requirements Responses as indicated in Exhibit F shall control over the Documentation, through one (1) year from Final Acceptance, in the event of conflict. Thereafter, the then-current Documentation shall control.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation that we make generally available to our clients related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Final Acceptance”** shall have the meaning set forth in Section C(9).
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means Exhibit A.
- **“Invoicing and Payment Policy”** means Exhibit B.
- **“Maintenance and Support Agreement”** means Exhibit C.
- **“Priority Level 1 Defect”** means a support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Client’s remote location; or (c) systemic loss of multiple essential system functions.
- **“Statement of Work”** or **“SOW”** means Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means, as of the Effective Date, the DocOrigin software embedded in the Tyler Forms Processing module listed in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup, training, testing, and disaster recovery purposes, so long as such more than one of the copies is not used in production at the same time and the testing and training is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees or other representatives bound to the terms of this Agreement for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer. A failure by Client to provide such advance written notice shall not be considered a breach of this Agreement. The foregoing notwithstanding, Client shall be solely responsible for ensuring that any replacement hardware system is compatible with the Tyler Software licensed by the Client.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment

Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement. Should we be unable to cure the Defect, we will provide a functional equivalent. If we cannot provide a functional equivalent, then we will issue you a refund according to the following schedule:
 - i. For uncured Defects or lack of replacement product for Defective Tyler Software that arise within forty-five (45) calendar days following Final Acceptance, we will refund you the fees paid for the Defective Tyler Software.
 - ii. For uncured Defects or lack of a replacement product for Defective Tyler Software that arise after forty-five (45) calendar days following Final Acceptance, we will refund you the fees paid for the Defective Tyler Software, as depreciated on a straight-line basis over a seven (7) year period commencing 24 months from the Effective Date.
 - iii. Alternatively, the parties may agree to amend this Agreement to set out a process for resolving the Defect in some other, mutually agreeable fashion.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in accordance with the milestones set forth in Exhibit B – Invoicing and Payment Policy, which are based on the amounts set forth in the Investment Summary.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our judgement and expertise. If changes to the scope of services is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining any changes in costs for the revised scope of services. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. The Client is not responsible for providing payment for any services performed outside the scope of services without a written and agreed upon addendum.

The parties agree that during project implementation, the payment terms for change orders or addendums for additional services or products will conform, to the extent feasible, to the payment milestones in Exhibit B. Change orders or addendums executed after project implementation has

been completed will conform to Tyler's standard payment terms unless otherwise negotiated by the parties.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, to the extent services are provided on a non-milestone basis, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments. You will work with us to adjust the project schedule to accommodate the impact of your cancellation. We reserve the right to demand immediate payment for services already provided on a services milestone where your cancellation delays our ability to remain on schedule to hit a milestone, as set forth in the Invoicing and Payment Policy.
5. Services Warranty. We will perform the services described in the SOW in a professional workmanlike manner, consistent with industry standards, and sufficient to complete the services described in the SOW. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any Client security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Key Personnel. The Client will have the right to interview and review resumes containing information on past client assignments including dates of engagement, role, and client for Key Personnel, as defined by the Statement of Work, assigned to the Client's project prior to each resource beginning work on the Client's project. Tyler will provide resumes listing past project experience, the role performed at each project, and dates of engagement with the project at least ten (10) days prior to any Key Personnel beginning work on the Client's project. Client shall have the right to dismiss Key Personnel from the project. Tyler shall not remove or transfer a person filling a Key Personnel role without the prior written approval of the Client, which approval shall not be unreasonably withheld. In the event that Key Personnel are removed from the project for reasons outside the Client's control or without the Client's permission, Tyler and the Client shall agree to a

plan to acclimate new personnel to the Client's project, resources, and policies. If possible, Tyler shall identify replacement personnel and complete transition prior to Key Personnel being removed. Such transition process will include shadowing, on-site planning meetings, including participation in steering committee meetings, and document review.

9. Tyler Software Acceptance.

9.1 The Client will use a two-staged acceptance process for each Phase, as defined in the SOW.

Upon verification by Tyler that the System, including the Tyler Software and any Third Party Products, will meet all requirements listed in Exhibit F for the respective Phase, Tyler shall provide notification to the Client that it can begin testing "pre-live testing."

9.1.1 For "pre-live testing" the Client shall have a minimum of forty-five (45) calendar days to test the System in a non-production environment for any Defects. If there are no Defects identified during pre-live testing, Client shall notify Tyler that "Conditional Acceptance" has been achieved. In the event that Client identifies any Defects, Client shall notify Tyler in writing. Tyler will correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s) and Client may repeat pre-live testing for a mutually agreeable time period, not to exceed fifteen (15) days. This procedure shall repeat until Client's confirmation that Conditional Acceptance has been achieved or Tyler and the Client make decision to move system to production environment.

9.2 Once the System has been moved and client begins using the System in a production environment, Client will begin "post-live testing."

9.2.1 Client will have a minimum of sixty (60) calendar days to test the System in in a live production environment for any Defects and to verify that all Services have been completed and that the Tyler Software and Third Party Products conform to the Documentation (the Project Requirements). If there are no Defects identified during **post-live** testing or any outstanding Project Requirements, Client shall issue "Final Acceptance." Upon "Final Acceptance of the last Phase of the project, Client shall also grant "Project Closure." If Client determines that there is a Defect or outstanding Project Requirement, Client will notify Tyler in writing. Tyler will correct the Defect(s) and resolve outstanding issues or provide a mutually agreeable plan for future resolution of any Defect(s) or Project Requirement. Upon resolution, Client may repeat the post-live testing for a mutually agreeable time period, not to exceed fifteen (15) days. This procedure shall repeat until all Defects have been resolved and Project Requirements satisfied or the Client and Tyler in their reasonable discretion mutually agree to an alternative schedule for issue resolution and the Client issues Final Acceptance.

SECTION D – MAINTENANCE AND SUPPORT

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Tyler Software license fees for the Tyler Forms Processing module, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms set forth in Schedule 1 to Exhibit D.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products. We further warrant that the Tyler Software will integrate with the Third Party Software without Defect, as set forth in Section B(4)..
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address

the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

5. DocOrigin Software. Notwithstanding any provision to the contrary in the DocOrigin EULA, Tyler is authorized by OF Software, Ltd. to agree to the following: The DocOrigin EULA shall be governed by the laws of the State of Texas, and venue shall be in a federal or state court in or serving Dallas County, Texas.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties and requirements in this Agreement or identify errors with the invoice, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment for invoices actually in dispute. In the event of a dispute relating to only certain line items in an invoice, we, at our option, may either (a) wait to collect on the full invoice until the disputed line items are resolved according to the provisions of this Section F(2); or (b) void the initial invoice, reissue an invoice for the undisputed line items only, and issue an invoice for the disputed line items once those line items are resolved according to the provisions of this Section F(2). If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of any amounts included on the invoice for work completed by Tyler. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you

have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
4. Termination for Convenience. The Client may terminate this Agreement for convenience after thirty (30) days advance written notice. In the event of such termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
5. Disentanglement. In connection with the termination of this Agreement for any reason, and only upon the execution of a mutually agreed change order or addendum, Tyler shall use commercially reasonable efforts to accomplish an adequate and timely transition from Tyler to the Client, or to any replacement providers designated by the Client (a "Disentanglement"). The parties shall reasonably cooperate during Disentanglement. Client shall reimburse Tyler for Disentanglement services provided by Tyler at Tyler's then-current rates, plus reasonable costs and expenses, as set forth in the parties' executed change order or addendum.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend and hold you harmless against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you and you had reasonable opportunity to install the current version; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third

parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use, at no additional cost to you; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. If we pursue either option (b) or (c), then we agree that any modification or replacement will not render the Tyler Software Defective, and will be made available, along with then-current Documentation, at no additional cost to you. In the event we pursue option (d), then we will follow the process set forth in Section G(5), but any reasonably requested Disentanglement services shall be provided at no cost to Client. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement; however, we will not agree to a settlement that requires you to perform or abstain from any action (including but not limited to making a payment) without your consent, not to be unreasonably withheld, and we will not agree to any other settlement without giving you advance notice thereof and a reasonable opportunity to provide feedback on that proposed settlement, which feedback we will consider in good faith. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, TWO (2) TIMES THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, TWO (2) TIMES THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000 by claim and \$2,000,000 in the aggregate; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance within ten (10) business days following execution of this Agreement by Tyler.
 - i. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers which are licensed to do business in Oklahoma. If the term of this Agreement coincides with the term of Tyler's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the Client no later than thirty (30) days after the effective date of the policy.
 - ii. We will provide you with at least thirty (30) days' notice of cancellation of coverage.
 - iii. If Tyler desires to self-insure any or all of the coverages listed in this section, it shall provide to the Client documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of Tyler's insurance. Any coverage which is self-insured shall provide the same coverage, limits and benefits as the coverages listed in this section.
 - iv. If Tyler fails to obtain or maintain the required insurance, the Client shall have the right to treat such failure as a material breach of the Agreement and to exercise all appropriate

rights and remedies.

- v. All subcontractors approved by the parties shall be required to carry insurance which meets the minimum requirements set forth in this section.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule, subject to applicable public records laws. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. In carrying out the terms of this Agreement, both parties agree not to discriminate against any employee or potential employee concerning the performance of each party's responsibilities under this Agreement. In accordance with applicable law, this discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your

project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. Tyler is deemed an Independent Contractor and shall not during the term of this Agreement assign, subcontract, transfer, or otherwise delegate all or part of its obligations or responsibilities without prior written approval of the Client, except as otherwise set forth in Section I(8). No relationship of employer-employee is intended nor created by this Agreement. Tyler is not entitled to any benefits from the Client, including but not limited to, Worker's Compensation, unemployment insurance or benefits, retirement benefits, pension benefits, Social Security or disability benefits, and professional liability insurance and/or deductibles. Tyler expressly agrees and acknowledges that the Client will deduct no employment taxes from any compensation paid to Tyler and that Tyler will be responsible for the payment of all taxes whatsoever in connection with any compensation received from the Client.

Tyler further agrees and acknowledges that Tyler is not authorized under the terms of this Agreement to bind the Client in any contractual undertakings with any third parties as a result of the within Agreement and Tyler will not make any representation that it is capable of binding the Client.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple

originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

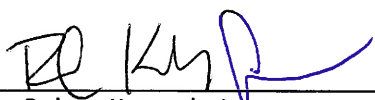
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents & Order of Precedence. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
- Exhibit C Maintenance and Support Agreement
 - Schedule 1: Support Call Process
- Exhibit D Third Party Terms
 - Schedule 1 – DocOrigin EULA
 - Schedule 2 - BMI AssetTrak EULA
 - Schedule 3 – BMI Collect-IT EULA
 - Schedule 4 – BMI TransTrak EULA
 - Schedule 5 - MyGovPay/VirtualPay and IVR
- Exhibit E Statement of Work
- Exhibit F Functional Requirements Responses

Tyler Technologies, Inc.

City of Bartlesville

By: 
Name: Robert Kennedy-Jensen
Title: Senior Corporate Attorney
Date: March 14, 2017

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

City of Bartlesville
401 Johnstone Ave
Bartlesville, OK 74003
Attention: _____



Exhibit A
Investment Summary

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

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Quoted By: David Carl
 Date: 3/3/2017
 Quote Expiration: 11/2/2016
 Quote Name: City of Bartlesville-ERP-MUNIS
 Quote Number: 2016-20198
 Quote Description: City of Bartlesville Tyler Munis Quote v5 030317

Sales Quotation For

City of Bartlesville
 401 Johnstone Ave
 Bartlesville, Oklahoma 74003
 Phone (918) 376-1550

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	\$53,550.00	0	\$0.00	\$7,500.00	\$61,050.00	\$9,639.00
BMI Asset Track Interface	\$3,900.00	0	\$0.00	\$0.00	\$3,900.00	\$702.00
BMI CollectIT Interface	\$3,900.00	0	\$0.00	\$0.00	\$3,900.00	\$702.00
Capital Assets	\$12,300.00	0	\$0.00	\$4,800.00	\$17,100.00	\$2,214.00
Cash Management	\$10,250.00	0	\$0.00	\$0.00	\$10,250.00	\$1,845.00
Contract Management	\$6,050.00	0	\$0.00	\$4,000.00	\$10,050.00	\$1,089.00
Employee Expense Reimbursement	\$6,150.00	0	\$0.00	\$0.00	\$6,150.00	\$1,107.00
Inventory	\$11,300.00	0	\$0.00	\$4,700.00	\$16,000.00	\$2,034.00
Project & Grant Accounting	\$10,250.00	0	\$0.00	\$5,000.00	\$15,250.00	\$1,845.00
Purchase Orders	\$12,300.00	0	\$0.00	\$2,700.00	\$15,000.00	\$2,214.00
Requisitions	\$10,250.00	0	\$0.00	\$0.00	\$10,250.00	\$1,845.00
Standard Fuel Interface - SeeComments	\$3,900.00	0	\$0.00	\$0.00	\$3,900.00	\$702.00
Work Orders, Fleet & Facilities Management	\$14,100.00	0	\$0.00	\$12,000.00	\$26,100.00	\$2,538.00

Human Capital Management:

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Human Resources & Talent Management	\$7,700.00	0	\$0.00	\$0.00	\$7,700.00	\$1,386.00
Payroll w/ESS	\$16,100.00	0	\$0.00	\$14,600.00	\$30,700.00	\$2,898.00
Recruiting	\$2,750.00	0	\$0.00	\$0.00	\$2,750.00	\$495.00
Revenue:						
Accounts Receivable	\$11,000.00	0	\$0.00	\$0.00	\$11,000.00	\$1,980.00
General Billing	\$5,000.00	0	\$0.00	\$8,200.00	\$13,200.00	\$900.00
Tyler Cashiering	\$21,000.00	0	\$0.00	\$0.00	\$21,000.00	\$3,780.00
Productivity:						
Tyler Forms Processing	\$9,500.00	0	\$0.00	\$0.00	\$9,500.00	\$1,900.00
Tyler Content Manager SE	\$20,000.00	0	\$0.00	\$0.00	\$20,000.00	\$3,600.00
Tyler Content Manager Self-Service (SE)	\$5,000.00	0	\$0.00	\$0.00	\$5,000.00	\$900.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	0	\$0.00	\$0.00	\$5,000.00	\$900.00
Munis Analytics & Reporting	\$45,200.00	0	\$0.00	\$0.00	\$45,200.00	\$8,136.00
eProcurement	\$10,000.00	0	\$0.00	\$0.00	\$10,000.00	\$1,800.00
Additional:						
EnerGov Citizen Self-Service Permits & Inspections	\$11,200.00	0	\$0.00	\$0.00	\$11,200.00	\$2,240.00
EnerGov Citizen Self-Service Professional Licensing	\$11,200.00	0	\$0.00	\$0.00	\$11,200.00	\$2,240.00
EnerGov e-Reviews	\$21,000.00	0	\$0.00	\$0.00	\$21,000.00	\$4,200.00
EnerGov GIS (2)	\$1,000.00	0	\$0.00	\$0.00	\$1,000.00	\$200.00
EnerGov iG Workforce Apps (2 Apps)	\$1,400.00	0	\$0.00	\$0.00	\$1,400.00	\$280.00
EnerGov Permits & Inspections (10)	\$82,500.00	0	\$0.00	\$10,800.00	\$93,300.00	\$4,200.00
EnerGov Professional Licensing (10)	\$33,000.00	0	\$0.00	\$7,800.00	\$40,800.00	\$4,200.00
Sub-Total:	\$477,750.00		\$0.00	\$82,100.00	\$559,850.00	\$74,711.00
<i>Less Discount:</i>	<i>\$95,550.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$95,550.00</i>	<i>\$74,711.00</i>
TOTAL:	\$382,200.00	0	\$0.00	\$82,100.00	\$464,300.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
EnerGov Implementation including expenses	1	\$152,578.00	\$0.00	\$152,578.00
EnerGov Permits & Code Forms Library (4 Forms)	1	\$2,400.00	\$0.00	\$2,400.00
EnerGov Professional Licensing Forms Library (2 Forms)	1	\$1,200.00	\$0.00	\$1,200.00
Financials Phase Implementation including expenses	1	\$180,479.00	\$0.00	\$180,479.00
Install Fee - New Server Install-WIN	1	\$6,000.00	\$0.00	\$6,000.00
Payroll Phase Implementation including expenses	1	\$141,438.00	\$0.00	\$141,438.00
P-Card Import Format W/Encumbrances	1	\$15,000.00	\$0.00	\$15,000.00
Project Management 30 Months including expenses	30	\$8,400.00	\$0.00	\$252,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Financial	1	\$1,800.00	\$0.00	\$1,800.00
Tyler Forms Library - General Billing	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Payroll	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Library - Personnel Action	1	\$1,000.00	\$0.00	\$1,000.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,400.00	\$0.00	\$2,400.00
Tyler PO Distribution - Level 3	1	\$1,500.00	\$0.00	\$1,500.00
Work Orders Phase Implementation including expenses	1	\$47,615.00	\$0.00	\$47,615.00
TOTAL:				\$817,610.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Data Terminal (PA692)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI-ASSETTRACK-ARS for MUNIS (Incl. Install Fee)	1	\$6,490.00	\$0.00	\$6,490.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Additional Barcode Data Terminal (PA692)	1	\$2,975.00	\$0.00	\$2,975.00	\$0.00	\$0.00	\$0.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI CollectIT Barcode PrinterKit	1	\$1,295.00	\$0.00	\$1,295.00	\$0.00	\$0.00	\$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	\$6,490.00	\$0.00	\$6,490.00	\$0.00	\$0.00	\$0.00
BMI TransTrak Additional Barcode Data Terminal (PA692)	1	\$2,295.00	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00
BMI Transtrak Fixed Asset Receiving System	1	\$3,345.00	\$0.00	\$3,345.00	\$0.00	\$0.00	\$0.00
Cash Drawer	1	\$230.00	\$0.00	\$230.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	1	\$385.00	\$0.00	\$385.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$25.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$29,137.00</i>			<i>\$0.00</i>
TOTAL:				\$29,137.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$382,200.00	\$0.00
Total Tyler Services	\$899,710.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$29,137.00	\$0.00
Summary Total	\$1,311,047.00	\$0.00
Contract Total	\$1,311,047.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals	\$1,500.00	\$0.00	\$1,500.00
Accounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable - Invoice	\$2,400.00	\$0.00	\$2,400.00
Accounts Payable Standard Master	\$1,600.00	\$0.00	\$1,600.00
Capital Assets - History	\$1,800.00	\$0.00	\$1,800.00
Capital Assets Std Master	\$3,000.00	\$0.00	\$3,000.00
Contracts	\$4,000.00	\$0.00	\$4,000.00
EnerGov Permits & Inspections - Applications	\$3,600.00	\$0.00	\$3,600.00
EnerGov Permits & Inspections - Inspections	\$2,400.00	\$0.00	\$2,400.00
EnerGov Permits & Inspections - Standard - Master	\$2,400.00	\$0.00	\$2,400.00
EnerGov Permits & Inspections - Violations	\$2,400.00	\$0.00	\$2,400.00
EnerGov Professional Licensing - Bills	\$3,600.00	\$0.00	\$3,600.00
EnerGov Professional Licensing Standard - LT Master, Customer Accounts	\$4,200.00	\$0.00	\$4,200.00
General Billing - Bills	\$4,000.00	\$0.00	\$4,000.00
General Billing - Recurring Invoices	\$2,700.00	\$0.00	\$2,700.00
General Billing Std CID	\$1,500.00	\$0.00	\$1,500.00
Inventory - Commodity Codes	\$1,200.00	\$0.00	\$1,200.00
Inventory Std Master	\$3,500.00	\$0.00	\$3,500.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Accumulators	\$1,400.00	\$0.00	\$1,400.00
Payroll - Check History	\$1,200.00	\$0.00	\$1,200.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Earning/Deduction Hist	\$2,500.00	\$0.00	\$2,500.00
Payroll - PM Action History	\$1,400.00	\$0.00	\$1,400.00
Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Payroll - State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting - Actuals	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting - Budgets	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Standard	\$2,000.00	\$0.00	\$2,000.00
Purchase Orders - Standard	\$2,700.00	\$0.00	\$2,700.00
Work Order - Closed Work Order History No Cost Data	\$4,500.00	\$0.00	\$4,500.00
Work Order - Work Order Asset	\$3,000.00	\$0.00	\$3,000.00
Work Order - Work Order History With Cost Data	\$4,500.00	\$0.00	\$4,500.00
TOTAL:			\$82,100.00

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:				
Transparency Portal	\$9,000.00	1	\$9,000.00	0
TOTAL:	\$9,000.00		\$9,000.00	0

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Bid Management	\$6,150.00	0	\$0.00	\$0.00	\$6,150.00	\$1,107.00
Human Capital Management:						
Risk Management	\$10,400.00	0	\$0.00	\$0.00	\$10,400.00	\$1,872.00
Talent Management	\$5,500.00	0	\$0.00	\$0.00	\$5,500.00	\$990.00
Productivity:						
Citizen Self Service	\$11,000.00	0	\$0.00	\$0.00	\$11,000.00	\$1,980.00
Additional:						
Payroll Tax Table Updates	\$0.00	0	\$0.00	\$0.00	\$0.00	\$1,000.00
CAFR Statement Builder	\$13,750.00	0	\$0.00	\$0.00	\$13,750.00	\$2,475.00
EnerGov IVR	\$17,500.00	0	\$0.00	\$0.00	\$17,500.00	\$3,500.00
Payroll - Certifications - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Education - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Recruiting - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Tyler Disaster Recovery Service	\$0.00	0	\$0.00	\$0.00	\$0.00	\$17,017.00
Tyler Incident Management	\$8,500.00	0	\$0.00	\$0.00	\$8,500.00	\$1,530.00
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$17,017.00
TOTAL:	\$72,800.00	0	\$0.00	\$4,200.00	\$77,000.00	\$48,488.00

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Source Code Escrow	1	\$1,500.00	\$0.00	\$1,500.00
TOTAL:				\$1,500.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Payroll - Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - Recruiting	\$1,400.00	\$0.00	\$1,400.00
TOTAL:			\$4,200.00

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

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Financials:

Accounting/GL/BG/AP	\$53,550.00	\$10,710.00	\$42,840.00	\$9,639.00	\$9,639.00	\$0.00
BMI Asset Track Interface	\$3,900.00	\$780.00	\$3,120.00	\$702.00	\$702.00	\$0.00
BMI CollectIT Interface	\$3,900.00	\$780.00	\$3,120.00	\$702.00	\$702.00	\$0.00
Capital Assets	\$12,300.00	\$2,460.00	\$9,840.00	\$2,214.00	\$2,214.00	\$0.00
Cash Management	\$10,250.00	\$2,050.00	\$8,200.00	\$1,845.00	\$1,845.00	\$0.00
Contract Management	\$6,050.00	\$1,210.00	\$4,840.00	\$1,089.00	\$1,089.00	\$0.00
Employee Expense Reimbursement	\$6,150.00	\$1,230.00	\$4,920.00	\$1,107.00	\$1,107.00	\$0.00
Inventory	\$11,300.00	\$2,260.00	\$9,040.00	\$2,034.00	\$2,034.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Project & Grant Accounting	\$10,250.00	\$2,050.00	\$8,200.00	\$1,845.00	\$1,845.00	\$0.00
Purchase Orders	\$12,300.00	\$2,460.00	\$9,840.00	\$2,214.00	\$2,214.00	\$0.00
Requisitions	\$10,250.00	\$2,050.00	\$8,200.00	\$1,845.00	\$1,845.00	\$0.00
Standard Fuel Interface - SeeComments	\$3,900.00	\$780.00	\$3,120.00	\$702.00	\$702.00	\$0.00
Work Orders, Fleet & Facilities Management	\$14,100.00	\$2,820.00	\$11,280.00	\$2,538.00	\$2,538.00	\$0.00
Payroll/HR:						
Human Resources & Talent Management	\$7,700.00	\$1,540.00	\$6,160.00	\$1,386.00	\$1,386.00	\$0.00
Payroll w/ESS	\$16,100.00	\$3,220.00	\$12,880.00	\$2,898.00	\$2,898.00	\$0.00
Recruiting	\$2,750.00	\$550.00	\$2,200.00	\$495.00	\$495.00	\$0.00
Revenue:						
Accounts Receivable	\$11,000.00	\$2,200.00	\$8,800.00	\$1,980.00	\$1,980.00	\$0.00
General Billing	\$5,000.00	\$1,000.00	\$4,000.00	\$900.00	\$900.00	\$0.00
Tyler Cashiering	\$21,000.00	\$4,200.00	\$16,800.00	\$3,780.00	\$3,780.00	\$0.00
Productivity:						
eProcurement	\$10,000.00	\$2,000.00	\$8,000.00	\$1,800.00	\$1,800.00	\$0.00
Munis Analytics & Reporting	\$45,200.00	\$9,040.00	\$36,160.00	\$8,136.00	\$8,136.00	\$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	\$5,000.00	\$1,000.00	\$4,000.00	\$900.00	\$900.00	\$0.00
Tyler Content Manager SE	\$20,000.00	\$4,000.00	\$16,000.00	\$3,600.00	\$3,600.00	\$0.00
Tyler Content Manager Self-Service (SE)	\$5,000.00	\$1,000.00	\$4,000.00	\$900.00	\$900.00	\$0.00
Tyler Forms Processing	\$9,500.00	\$1,900.00	\$7,600.00	\$1,900.00	\$1,900.00	\$0.00
Additional:						
EnerGov Citizen Self-Service Permits & Inspections	\$11,200.00	\$2,240.00	\$8,960.00	\$2,240.00	\$2,240.00	\$0.00
EnerGov Citizen Self-Service Professional Licensing	\$11,200.00	\$2,240.00	\$8,960.00	\$2,240.00	\$2,240.00	\$0.00
EnerGov e-Reviews	\$21,000.00	\$4,200.00	\$16,800.00	\$4,200.00	\$4,200.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGov GIS (2)	\$1,000.00	\$200.00	\$800.00	\$200.00	\$200.00	\$0.00
EnerGov iG Workforce Apps (2 Apps)	\$1,400.00	\$280.00	\$1,120.00	\$280.00	\$280.00	\$0.00
EnerGov Permits & Inspections (10)	\$82,500.00	\$16,500.00	\$66,000.00	\$4,200.00	\$4,200.00	\$0.00
EnerGov Professional Licensing (10)	\$33,000.00	\$6,600.00	\$26,400.00	\$4,200.00	\$4,200.00	\$0.00
TOTAL:	\$477,750.00	\$95,550.00	\$382,200.00	\$74,711.00	\$74,711.00	\$0.00



Exhibit B Invoicing and Payment Policy

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

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

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the “Available Download Date”); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates subject to a maximum increase from the previous year of 3% in year 2, 4% in year 3 and 5% per year in years 4 and 5.

2. Implementation Services. Tyler implementation services, by phase, are set forth in the lump sum amounts set forth below. The total \$522,110 in implementation services is payable according to the milestones set forth below.

Service Type	Cost
Financials Phase Implementation including expenses	\$180,479.00
Payroll Phase Implementation including expenses	\$141,438.00
EnerGov Implementation including expenses	\$152,578.00
Work Orders Phase Implementation including expenses	\$47,615.00
Total	\$522,110.00

Phase	Control Point	Description	Milestone Amount

Phase	Control Point	Description	Milestone Amount
1	1.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> • Kick-off complete • Implementation Management plans accepted • Project Plan accepted and posted to project SharePoint site 	\$18,047.90
1	1.2	Chart of Accounts Design Acceptance <ul style="list-style-type: none"> • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered 	\$27,071.85
1	1.3	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> • As-is/to-be analysis complete • Static Environment Test scripts accepted 	\$31,583.82
1	1.4	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> • Static Environment Test complete 	\$36,095.80
1	1.5	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted 	\$22,559.87
1	1.6	Authorization to begin Live Processing <ul style="list-style-type: none"> • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Client Issue Conditional Acceptance 	\$27,071.85
1	1.7	Phase Closure <ul style="list-style-type: none"> • Post-live training topics scheduled, if applicable • Support transition call complete • Client Issue Final Acceptance 	\$18,047.90
2	2.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> • Kick-off complete • Implementation Management plans accepted • Project Plan accepted and posted to project SharePoint site 	\$14,143.85
2	2.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> • As-is/to-be analysis complete • Static Environment Test scripts accepted 	\$28,287.69
2	2.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> • Static Environment Test complete 	\$35,359.62
2	2.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> • Training complete for all applicable processes • Go-live planning complete 	\$35,359.62

Phase	Control Point	Description	Milestone Amount
		<ul style="list-style-type: none"> • Authorization to load Tyler Forms Libraries • Pre-live check list accepted 	
2	2.5	Authorization to begin Live Processing <ul style="list-style-type: none"> • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Client issue Conditional Acceptance 	\$14,143.85
2	2.6	Phase Closure <ul style="list-style-type: none"> • Post-live training topics scheduled, if applicable • Support transition call complete • Client Issue Final Acceptance 	\$14,143.85
3	3.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> • Kick-off complete • Implementation Management plans accepted • Project Plan accepted and posted to project SharePoint site 	\$15,257.78
3	3.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> • As-is/to-be analysis complete • Static Environment Test scripts accepted 	\$30,515.57
3	3.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> • Static Environment Test complete 	\$38,144.46
3	3.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted 	\$38,144.46
3	3.5	Authorization to begin Live Processing <ul style="list-style-type: none"> • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Client Issue Conditional Acceptance 	\$15,257.78
3	3.6	Phase Closure <ul style="list-style-type: none"> • Post-live training topics scheduled, if applicable • Support transition call complete • Client Issue Final Acceptance 	\$15,257.78
4	4.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> • Kick-off complete • Implementation Management plans accepted • Project Plan accepted and posted to project SharePoint site 	\$4,761.47

Phase	Control Point	Description	Milestone Amount
4	4.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> As-is/to-be analysis complete Static Environment Test scripts accepted 	\$9,522.94
4	4.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> Static Environment Test complete 	\$11,903.67
4	4.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> Training complete for all applicable processes Go-live planning complete Authorization to load Tyler Forms Libraries Pre-live check list accepted 	\$11,903.67
4	4.5	Authorization to begin Live Processing <ul style="list-style-type: none"> Go-live checklist complete Authorization to load required data conversions into Live/Production Authorization to begin live processing Client Issue Conditional Acceptance 	\$4,761.47
4	4.6	Phase Closure <ul style="list-style-type: none"> Post-live training topics scheduled, if applicable Support transition call complete Client Issue Final Acceptance 	\$4,761.48
Total			\$522,110.00

3. Tyler Project Management Services. Tyler will invoice project management services monthly in arrears in every month in which Project Management services are delivered, as set forth below.

Payment ID	Description	Invoice Date or Event	Amount
PM-1	Project Management Services	Completion of Month 1 Project Management Services	\$8,400
PM-2	Project Management Services	Completion of Month 2 Project Management Services	\$8,400
PM-3	Project Management Services	Completion of Month 3 Project Management Services	\$8,400
PM-4	Project Management Services	Completion of Month 4 Project Management Services	\$8,400
PM-5	Project Management Services	Completion of Month	\$8,400

		5 Project Management Services	
PM-6	Project Management Services	Completion of Month 6 Project Management Services	\$8,400
PM-7	Project Management Services	Completion of Month 7 Project Management Services	\$8,400
PM-8	Project Management Services	Completion of Month 8 Project Management Services	\$8,400
PM-9	Project Management Services	Completion of Month 9 Project Management Services	\$8,400
PM-10	Project Management Services	Completion of Month 10 Project Management Services	\$8,400
PM-11	Project Management Services	Completion of Month 11 Project Management Services	\$8,400
PM-12	Project Management Services	Completion of Month 12 Project Management Services	\$8,400
PM-13	Project Management Services	Completion of Month 13 Project Management Services	\$8,400
PM-14	Project Management Services	Completion of Month 14 Project Management Services	\$8,400
PM-15	Project Management Services	Completion of Month 15 Project Management Services	\$8,400
PM-16	Project Management Services	Completion of Month 16 Project Management Services	\$8,400

PM-17	Project Management Services	Completion of Month 17 Project Management Services	\$8,400
PM-18	Project Management Services	Completion of Month 18 Project Management Services	\$8,400
PM-19	Project Management Services	Completion of Month 19 Project Management Services	\$8,400
PM-20	Project Management Services	Completion of Month 20 Project Management Services	\$8,400
PM-21	Project Management Services	Completion of Month 21 Project Management Services	\$8,400
PM-21	Project Management Services	Completion of Month 21 Project Management Services	\$8,400
PM-22	Project Management Services	Completion of Month 22 Project Management Services	\$8,400
PM-23	Project Management Services	Completion of Month 23 Project Management Services	\$8,400
PM-24	Project Management Services	Completion of Month 24 Project Management Services	\$8,400
PM-25	Project Management Services	Completion of Month 25 Project Management Services	\$8,400
PM-26	Project Management Services	Completion of Month 26 Project Management Services	\$8,400
PM-27	Project Management Services	Completion of Month 27 Project Management	\$8,400

		Services	
PM-28	Project Management Services	Completion of Month 28 Project Management Services	\$8,400
PM-29	Project Management Services	Completion of Month 29 Project Management Services	\$8,400
PM-30	Project Management Services	Completion of Month 30 Project Management Services *	\$8,400

* In the event the final Phase Closure milestone is delayed due to our action or inaction, we will continue to provide Project Management Services free of charge until the final Phase Closure milestone is achieved. Otherwise, you may authorize us in writing to continue to provide Project Management Services at our then-current rate for the period specified by Client in the written authorization.

4. Tyler Forms Libraries. Services relating to Tyler Forms Libraries will be invoiced as follows:

Payment ID	Description	Amount
TF-1	Client sign-off to load Tyler Forms Library – Financial – in the live/production environment	\$1,800
TF-2	Client sign-off to load Tyler Forms Library – General Billing – in the live/production environment	\$2,000
TF-3	Client sign-off to load Tyler Forms Library – Payroll – in the live/production environment	\$1,200
TF-4	Client sign-off to load Tyler Forms Library – Personnel Action – in the live/production environment	\$1,000
TF-5	Client sign-off to load Tyler Forms Library – EnerGov Permits and Code – in the live/production environment	\$2,400
TF-6	Client sign-off to load Tyler Forms Library – EnerGov Professional Licensing– in the live/production environment	\$1,200
TF-7	Client sign-off to load Tyler Forms Library - Work Order/Pick Ticket	\$2,400
RF-8	Delivery of Tyler PO Distribution	\$1,500

5. Installation Services. Tyler installation services will be invoiced as follows:

Payment ID	Description	Amount
IS-1	Sign-off on installation of Tyler Forms Server	\$2,000
IS-2	Installation of New Server - WIN	\$6,000

6. Conversions. Conversion services totaling \$74,000 will be invoiced as follows:

Payment ID	Description	Amount
Conv-1	Initial delivery of converted data - Accounting Opt 1 - Actuals	\$750
Conv-2	Client approval to load the converted data into the live/production environment - Accounting Opt 1 - Actuals	\$750
Conv-3	Initial delivery of converted data - Accounting Standard Option	\$1,000
Conv-4	Client approval to load the converted data into the live/production environment - Accounting Standard Option	\$1,000
Conv-5	Initial delivery of converted data – Accounts Payable Opt 2 - Invoice	\$1,200
Conv-6	Client approval to load the converted data into the live/production environment - Accounts Payable Opt 2 - Invoice	\$1,200
Conv-7	Initial delivery of converted data - Accounts Payable Standard - Master	\$800
Conv-8	Client approval to load the converted data into the live/production environment - Accounts Payable Standard - Master	\$800
Conv-9	Initial delivery of converted data - Contracts	\$2,000
Conv-10	Client approval to load the converted data into the live/production environment - Contracts	\$2,000
Conv-11	Initial delivery of converted data – EnerGov Permits and Inspections Opt 1 - Applications	\$1,800
Conv-12	Client approval to load the converted data into the live/production environment - EnerGov Permits and Inspections Opt 1 – Applications	\$1,800
Conv-13	Initial delivery of converted data - EnerGov Permits and Inspections g Opt 2 – Violations	\$1,200
Conv-14	Client approval to load the converted data into the live/production environment - EnerGov Permits and Inspections Opt 2 – Violations	\$1,200
Conv-15	Initial delivery of converted data - EnerGov Permits and Inspections Opt 3 – Inspections	\$1,200
Conv-16	Client approval to load the converted data into the live/production environment - EnerGov Permits and Inspections Opt 3 – Inspections	\$1,200
Conv-17	Initial delivery of converted data - EnerGov Permits and Inspections – Standard – Master	\$1,200
Conv-18	Client approval to load the converted data into the live/production environment – EnerGov Permits and Inspections Standard- Master	\$1,200
Conv-19	Initial delivery of converted data – EnerGov Professional Licensing Opt 1 – Bills	\$1,800
Conv-20	Client approval to load the converted data into the	\$1,800

	live/production environment – EnerGov Professional Licensing Opt 1 – Bills	
Conv-21	Initial delivery of converted data – EnerGov Professional Licensing Standard – LT Master, Customer Accounts	\$2,100
Conv-22	Client approval to load the converted data into the live/production environment – EnerGov Professional Licensing Standard – LT Master, Customer Accounts	\$2,100
Conv-23	Initial delivery of converted data - Fixed Assets Std Master	\$1,500
Conv-24	Client approval to load the converted data into the live/production environment - Fixed Assets Std Master	\$1,500
Conv-25	Initial delivery of converted data – Fixed Assets – Option 1	\$900
Conv-26	Client approval to load the converted data into the live/production environment – Fixed Assets – Option 1	\$900
Conv-27	Initial delivery of converted data – General Billing – Option 1	\$1,350
Conv-28	Client approval to load the converted data into the live/production environment – General Billing – Option 1	\$1,350
Conv-29	Initial delivery of converted data – General Billing – Option 2	\$2,000
Conv-30	Client approval to load the converted data into the live/production environment – General Billing – Option 2	\$2,000
Conv-31	Initial delivery of converted data - General Billing Std CID	\$750
Conv-32	Client approval to load the converted data into the live/production environment - General Billing Std CID	\$750
Conv-33	Initial delivery of converted data - Inventory - Option 1 Deductions	\$600
Conv-34	Client approval to load the converted data into the live/production environment - Inventory - Option 1 Deductions	\$600
Conv-35	Initial delivery of converted data - Inventory – Standard Option	\$1,750
Conv-36	Client approval to load the converted data into the live/production environment - Inventory – Standard Option	\$1,750
Conv-37	Initial delivery of converted data - Payroll - Option 10 - Certifications	\$700
Conv-38	Client approval to load the converted data into the live/production environment - Payroll - Option 10 - Certifications	\$700
Conv-39	Initial delivery of converted data - Payroll - Option 11 -	\$700

	Education	
Conv-40	Client approval to load the converted data into the live/production environment - Payroll - Option 11 - Education	\$700
Conv-41	Initial delivery of converted data - Payroll - Option 1 Deductions	\$900
Conv-42	Client approval to load the converted data into the live/production environment - Payroll - Option 1 Deductions	\$900
Conv-43	Initial delivery of converted data - Payroll - Option 2 Accrual Balances	\$750
Conv-44	Client approval to load the converted data into the live/production environment - Payroll - Option 2 Accrual Balances	\$750
Conv-45	Initial delivery of converted data - Payroll - Option 3 Accumulators	\$700
Conv-46	Client approval to load the converted data into the live/production environment - Payroll - Option 3 Accumulators	\$700
Conv-47	Initial delivery of converted data - Payroll - Option 4 Check History	\$600
Conv-48	Client approval to load the converted data into the live/production environment - Payroll - Option 4 Check History	\$600
Conv-49	Initial delivery of converted data - Payroll - Option 5 Earning/Deduction History	\$1,250
Conv-50	Client approval to load the converted data into the live/production environment - Payroll - Option 5 Earning/Deduction History	\$1,250
Conv-51	Initial delivery of converted data - Payroll - Option 6 Applicant Tracking	\$700
Conv-52	Client approval to load the converted data into the live/production environment - Payroll - Option 6 Applicant Tracking	\$700
Conv-53	Initial delivery of converted data - Payroll - Option 7 PM Action History	\$700
Conv-54	Client approval to load the converted data into the live/production environment - Payroll - Option 7 PM Action History	\$700
Conv-55	Initial delivery of converted data - Payroll - Option 8 Position Control	\$700
Conv-56	Client approval to load the converted data into the live/production environment - Payroll - Option 8 Position Control	\$700
Conv-57	Initial delivery of converted data - Payroll - Option 9 – State Retirement Tables	\$700
Conv-58	Client approval to load the converted data into the	\$700

	live/production environment - Payroll - Option 9 - State Retirement Tables	
Conv-59	Initial delivery of converted data - Payroll – Standard	\$1,000
Conv-60	Client approval to load the converted data into the live/production environment - Payroll – Standard	\$1,000
Conv-61	Initial delivery of converted data - Project Grant Accounting Opt 1 – Actuals	\$750
Conv-62	Client approval to load the converted data into the live/production environment - Project Grant Accounting Opt 1 – Actuals	\$750
Conv-63	Initial delivery of converted data - Project Grant Accounting Opt 2 – Budgets	\$750
Conv-64	Client approval to load the converted data into the live/production environment - Project Grant Accounting Opt 2 – Budgets	\$750
Conv-65	Initial delivery of converted data - Project Grant Accounting Standard	\$1,000
Conv-66	Client approval to load the converted data into the live/production environment - Project Grant Accounting Standard	\$1,000
Conv-67	Initial delivery of converted data - Purchase Orders – Standard	\$1,350
Conv-68	Client approval to load the converted data into the live/production environment – Purchase Order Standard	\$1,350
Conv-69	Initial delivery of converted data – Work Orders Opt 1 – Work Order Asset	\$1,500
Conv-70	Client approval to load the converted data into the live/production environment – Work Orders Opt 1 – Work Order Asset	\$1,500
Conv-71	Initial delivery of converted data - Work Orders Opt 2 – Closed Work Order History No Cost Data	\$2,250
Conv-72	Client approval to load the converted data into the live/production environment - Work Orders Opt 2 – Closed Work Order History No Cost Data	\$2,250
Conv-73	Initial delivery of converted data - Work Orders Option 3- Work Order History with Cost Data	\$2,250
Conv-74	Client approval to load the converted data into the live/production environment Work Orders Option 3- Work Order History with Cost Data	\$2,250

7. Formatting Services. We will invoice the following amounts for the following formatting services, if you require them, when the new format is provided to you:

Payment ID	Service	Amount
FS-1	AP/PR Check Recon Import	\$1,000
FS-2	AP Positive Pay Export Format	\$3,000

FS-3	PR Positive Pay Export Format	\$3,000
FS-4	P-Card Import Format W/Encumbrances	\$15,000

8. Third Party Hardware. Third Party Software and Hardware costs are invoiced as follows:

Payment ID	Service	Amount
H-1	Delivery of Tyler Secure Signature System with 2 Keys	\$1,650
H-2	Delivery of BMI AssetTrak Additional Data Terminal Hardware	\$2,295
H-1	Delivery of BMI AssetTrak ARS for Munis	\$6,490
H-1	Delivery of BMI CollectIT Additional Barcode Data Terminal	\$2,975
H-1	Delivery of BMI CollectIT Barcode Printer Kit	\$1,295
H-1	Delivery of BMI CollectIT Inventory Barcode Scanning System	\$6,490
H-1	Delivery of BMI Transtrak Additional Barcode Data Terminal	\$2,295
H-1	Delivery of BMI Fixed Asset Receiving System	\$3,345
H-1	Delivery of Cash Drawer	\$230
H-1	Delivery of Hand Held Scanner – Model 1900GSR	\$385
H-1	Delivery of Hand Held Scanner Stand	\$25
H-1	Delivery of ID Tech MiniMag USB Reader	\$62
H-1	Delivery of Printer (TM-S9000)	\$1,600

9. Expenses. The service rates in the Investment Summary include travel expenses. In the event that additional services are added by mutually executed change order or addendum, and such services are not invoiced on a milestone basis with travel included, the travel expenses associated with such services shall be billed as incurred in accordance with our then-current Business Travel Policy. A copy of our then-current Business Travel Policy will be provided to the Client upon request.

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

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



Exhibit C

Maintenance and Support Agreement

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

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

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

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

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

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

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

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Schedule 1
DocOrigin End User License Agreement

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DocOrigin

SOFTWARE LICENSE

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IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

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- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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**Exhibit D
Schedule 2
BMI EULA for AssetTrak ARS**



**End-User License Agreement (EULA) for AssetTrak ARS
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**Exhibit D
Schedule 3
BMI EULA for Collect-IT**

**End-User License Agreement (EULA) for Collect-IT
Desktop Computer**

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Exhibit D
Schedule 4
BMI EULA for TransTrak PPC



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Exhibit D
Schedule 5
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

“Merchant Agreement” means the agreement between Customer and Persolvent that provides for the Merchant Fees.

“Merchant Fees” means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

“MyGovPay” means the Product of Tyler Technologies that allows members of the public to pay for Customer’s services with a credit or other payment card on the Customer’s citizen-facing web portal.

“Persolvent” means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

“Use Fees” means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

“VirtualPay” means the Product of Tyler Technologies that allows the Customer to accept and process citizen user’s credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer’s Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay’s and VirtualPay’s ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

**ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E
Statement of Work

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Tyler Technologies – City of Bartlesville, OK

Statement of Work

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Section A: Executive Summary

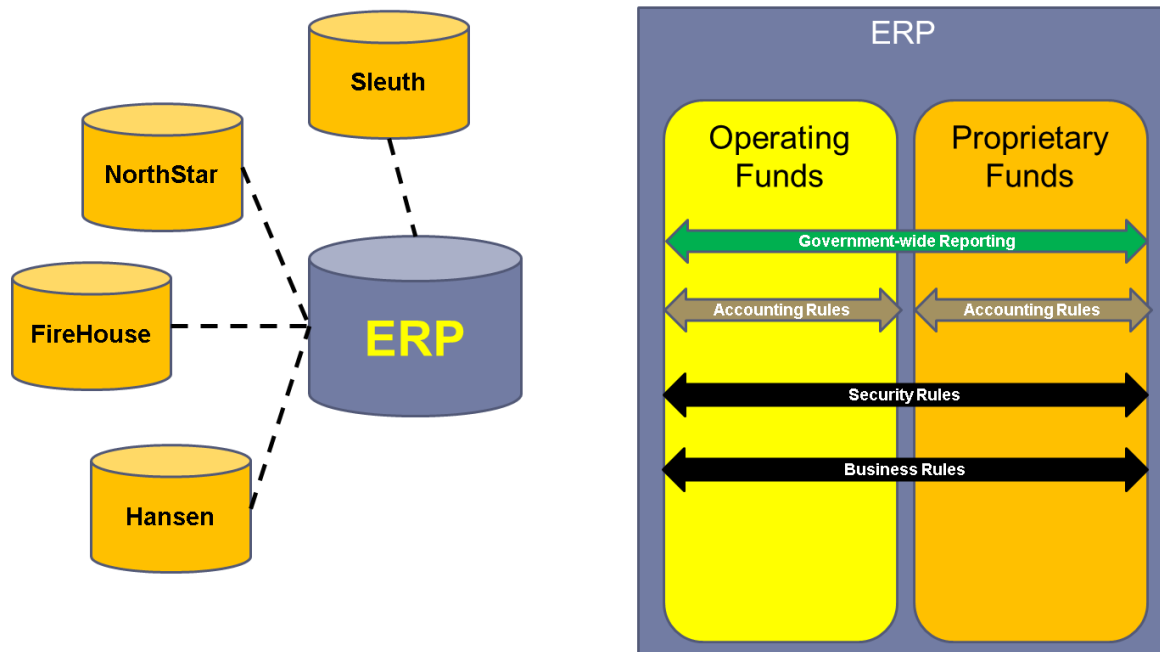
A.1 Project Overview

This Statement of Work sets forth the overall scope of the Implementation Services, Configuration Services, Training Services, Support Services and Technology Services to be provided to the City of Bartlesville, OK (the “City”) in the provision of an ERP Software and Implementation Project and describes the resources, business requirements, general implementation methodology, responsibilities, Deliverables, timelines, assumptions, acceptance criteria and sign off requirements for such services.

The City’s current ERP solution is Select ERP; a product of Harris Computer Systems. There are four other primary systems that feed into the Select solution, which together, cover a majority of the business processes within the City. Northstar Utility Solutions (also a Harris product) is used for the water and sewer billing. Firehouse (Xerox product) is used for fire personnel scheduling. Sleuth Systems is used by Bartlesville Municipal Court for case management and all accounting related to individual court cases. Hansen (an Infor product) is being used for work orders related to wastewater treatment.

The City operates throughout the year on modified accruals; however, the enterprise funds report on a full accrual basis throughout the year. The operating funds and the proprietary funds follow the same business processes; meaning, they follow the same process rules for approving purchases, time approvals, and other typical operational processes. The diagram below depicts the scope for the future solution. The dashed lines represent interfaces between the City’s current systems and the future solution.

Figure 1
Conceptual Scope



The City is interested in implementing best practice processes for its future solution.

A.2 Project Criteria for Success

Organizational Design

- The City desires a future system that can support the primary government as well as the business-type activities simultaneously.
- The primary government uses modified accrual accounting. The business-type activities use modified and full accrual accounting.
- The system should be flexible to accommodate sharing of data (i.e., financial reporting, grant accounting, etc.)

Accounts Payable

- The City will need to maintain a central vendor database for purchasing and accounts payable purposes.
- Each department will be responsible for matching goods and services and providing supporting documentation (preferably electronic) to the accounts payable transaction.
- Authorized payments will be processed centrally by the Accounting and Finance Department of the City.

Accounts Receivable

- Each of the City's departments will maintain highly unique receivables systems such as utility billing and tax systems. The scope for this project will only cover miscellaneous accounts receivable.
- Unique receivables systems will send summary revenue data to the central general ledger only.

Budget Control and Budget Preparation

- The City's Accounting and Finance Department will manage budget control.
- Budget preparation will be completed centrally; meaning, the Accounting and Finance Department will initiate the budget process. Departments will submit their budget requests online. Budget negotiation results will be stored as budget versions. The budget will be approved centrally.

Capital Assets

- Capital assets will be acquired (or put into service) by the primary government and the Accounting and Finance Department will be responsible for maintaining asset records and running depreciation.
- Assets for both the primary government and the business-type activities will be inventoried at year end in the government-wide financial report.

Grant Accounting

- The future solution will maintain central data about grants.
- The primary government and the business-type activities will be free to pursue their own grants; however, they will be required to get budget approval. After a grant has been awarded, the department

will be responsible for entering the accounting information. The City's Grant Administrator will post the central record.

- Grant activity will be tracked by each organization and each organization will be responsible for reporting activity to the grant sponsor.
- At year-end, grants will be reconciled to the government-wide reporting.

Human Resources

- The primary government and the business-type activities will follow central human resources policies established by the City's Human Resources Department.
- Applicant tracking (or Talent Acquisition) functions will be shared between the primary government and the business type activities. The City's Human Resources Department will assist with the hiring process for the business-type activities.
- The City's hiring departments and the City's Human Resources Department will continue to work together throughout the recruitment process.
- Performance evaluations, discipline, and grievances will be handled by the individual departments but overseen by the City's Human Resources Department.
- Separations and terminations will be handled by the City's Human Resources Department acting in conjunction with City Departments.

Inventory

- The business type activities are interested in implementing simple inventory system.
- Inventory stock can be tracked and issued.
- Accounting for inventory is integrated with the general ledger.
- Inventory can be issued for simple work orders.

Payroll

- Payroll will continue to be managed by Accounting and Finance.
- All primary government departments and business type activity units will be utilizing the central ERP time entry system.
- Most employees will be on direct deposit but would like to view their pay stubs and leave balances online through an employee self-service portal.

Project Accounting

- Departments can track the full cost of projects over the entire project life.
- Project functions can be used to track capitalized and non-capitalized activities.
- Project accounting functionality is integrated so that projects can be converted to capital assets when accepted or placed into service.

Purchasing

- The primary government and the business-type activities processes will follow a central purchasing policy.

- To enjoy economies of scale, the City -wide organization should have the flexibility to combine purchase orders from the business-type activities and the primary government for leveraging discounts.
- Each organization will be responsible for receiving goods and services.

Permitting/Business Licenses

- The permitting and license process is similar to an accounts receivable process in that the City’s current vision is to use ERP to bill annually for permits and licenses. Eventually, it is the vision to integrate these functions with the City’s GIS application.
- The Community Development Office would like ERP data integration with the information that it provides on the City’s website. For example, business and license owners could submit applications online.
- Finally, the City would like license and permit enforcement functions.

A.3 Project Scope

The project scope is comprised of the following modules, data conversions, interfaces, reports, workflows, and deliverables defined in this section plus any related professional services described throughout this SOW. If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks or are otherwise required for proper performance of the services or tasks they shall also be included within the scope.

To achieve the fixed-travel costs associated with the services to perform the tasks within the project scope, the City and Tyler agree that 30% of all implementation and consulting service tasks will be delivered remotely. Tyler and City will work together during project planning to mutually identify tasks for remote delivery.

A.3.1 Module Scope

The scope of modules included in this ERP project includes the following Tyler and Third party software products listed in Section A.3.2.

A.3.2 Project Phases

Implementation for the following functional areas and each of the modules related to the functional areas has been divided into the following major phases. Each phase will include all requirements as indicated in Exhibit X - Functional Requirements.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	Financials	<ul style="list-style-type: none"> • Accounting/General Ledger • Budget Processing • Accounts Payable • Cash Management 	January / February (12-month duration)	January 2018 or as defined

		<ul style="list-style-type: none"> • Project & Grant Accounting • Requisitions • Purchase Orders • eProcurement • Contract Management • Accounts Receivable • General Billing • Tyler Cashiering 	or as defined in the Project Plan	in the Project Plan
	System Wide	<ul style="list-style-type: none"> • Munis Analytics & Reporting • Tyler Forms Processing • Tyler Content Manager SE • Tyler Content Manager Auto Indexing and Redaction (SE) • Tyler Content Manager Self-Service (SE) 		
2	Human Resources / Payroll	<ul style="list-style-type: none"> • Payroll w/Employee Self Service • HR Management • Applicant Tracking • Employee Expense Reimbursement 	July 2017 (12-month duration) or as defined in the Project Plan	July 2018 or as defined in the Project Plan
3	Community Development	<ul style="list-style-type: none"> • EnerGov Permits & Inspections • EnerGov Professional Licensing • EnerGov e-Reviews • EnerGov Citizen Self-Service Permits & Inspections • EnerGov Citizen Self-Service Professional Licensing • EnerGov iG Workforce Apps • EnerGov GIS 	February 2018 (12-month duration) or as defined in the Project Plan	February 2019 or as defined in the Project Plan
4	Work Orders/ Fixed Assets	<ul style="list-style-type: none"> • Work Orders, Fleet & Facilities Management • Fixed Assets • Inventory • BMI Asset Track Interface • BMI CollectIT Interface • Standard Fuel Interface 	August 2018 (7-month duration) or as defined in the Project Plan	March 2019 or as defined in the Project Plan

For processes that cross multiple phases or for modules with interdependent relationships with other modules, the cross functional processes will be evaluated and planned with the earlier phase.

A.4 Organizational Scope

Tyler will implement the functional scope and in-scope software modules for use across the entire City including process considerations for all departments.

A.5 Data Conversion Scope

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 in section E.8.7 will be considered out of scope.

Conversion ID	Description
Accounting 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
Accounting Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
Accounts Payable Opt 2 - Invoice	Invoice History
Accounts Payable Standard Master	Vendor Master
Contract Management	Contract header, contract detail and journal entry (as needed)
Fixed Assets Opt 1 - History	Fixed Assets transaction history
Fixed Assets Std Master	Fixed Assets Master
General Billing Opt 1 - Recurring Invoices	General Billing - Recurring bill templates
General Billing Opt 2 - Bills	General Bills
General Billing Std CID	Customer File
Inventory Opt 1 - Commodity Codes	Commodity Codes
Inventory Std Master	Inventory Item Master
Payroll - Option 10 Certifications	Employee Certifications and Expirations
Payroll - Option 11 Education	Employee Education History
Payroll - Option 1 Deductions	Employee Deductions
Payroll - Option 2 Accrual Balances	Employee Accrual Balances
Payroll - Option 3 Accumulators	YTD, QTD, MTD Accumulators
Payroll - Option 4 Check History	Payroll Check History
Payroll - Option 5 Earning/Deduction Hist	Payroll Earnings and Deductions History
Payroll - Option 6 Applicant Tracking	Applicants and Job Openings
Payroll - Option 7 PM Action History	Personnel Actions History
Payroll - Option 8 Position Control	Payroll Position Control and History
Payroll - Option 9 State Retirement Tables	Employee retirement

Payroll - 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)
Purchase Orders - Standard	Open purchase orders with encumbrances
Work Order Opt 1 - Work Order Asset	Department Parameter Maintenance, Misc. Codes, Class Codes, Activity Maintenance for Preventative Maintenance Schedules, Component Maintenance.
Work Order Opt 2 - Closed Work Order History No Cost Data	No Cost Data. Auxiliary Code Tables, Department Parameter Maintenance, Activity Maintenance, Maintenance Tables.
Work Order Opt 3 - Work Order History With Cost Data	With Cost Data. Auxiliary Code Tables, Department Parameter Maintenance, Activity Maintenance, Maintenance Tables.
EnerGov Permits & Inspections – Standard	Master
EnerGov Permits & Inspections – Option 1	Applications
EnerGov Permits & Inspections – Option 2	Violations
EnerGov Permits & Inspections – Option 3	Inspections
EnerGov Professional Licensing – Standard	LT Master, Customer Accounts
EnerGov Professional Licensing – Option 1	Bills

A.6 Import and Export Scope

The standard file layouts and methods will be used for each interface listed in the functional requirements - Exhibit X. For each standard interface, Tyler encourages that the City has an active support agreement with the third party system and for the City to be on a current version actively supported by the manufacturer/developer of the product installed. The City understands that not being on the supported version may have an impact on the use. Any requests to modify standard file layouts will follow the Scope/Contract Change Process defined in this Statement of Work.

The following custom interface formats are in the scope of this project:

- AP/PR Check Recon Import
- AP Positive Pay Export Format
- P-Card Import Format with Encumbrances
- PR Positive Pay Export Format



A.7 Reports

Standard reports (those reporting requirements designated with a “Y” and identified with “Standard Report” as a comment response in the functional requirements – Exhibit X) are going to be met with the delivered reports out of Munis. Any changes or customizations of these standard delivered reports beyond what is necessary to meet the functional requirement requested by the City may result in a change order and additional cost.

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. City will also have available a Report Library of over 200 reports via the Munis Support Website.

Tyler Reporting Services (TRS) utilizes an SQL report writing tool called Business Intelligence for Visual Studio 2013 (SSDT-BI) to extract data from the Munis system and create custom reports. Once trained, City will have the ability to create its own custom reports and modify any report from the TRS Report Library.

A.8 Workflows

All of the available workflow functionality in the licensed modules shall be considered as in scope. Tyler consultants will work with City resources to help identify, configure, and train on included workflow processes including preparation of the System Design Document – DED 5

A.9 Development Services

No Development Services have been identified at the time of this Statement of Work. If Development Services are necessary, an enhancement request must be submitted to Tyler Development and a quote will be provided.

A.10 Deliverables

Tyler will provide the Deliverables identified throughout this statement of work. Deliverables will be submitted as a work product for City review and follow the Deliverable acceptance procedures defined in Section C.11.

Deliverable	Phase	Deliverable Number
Implementation Management Plans	Cross Phase	1-1
Phase 1		
Project Plan	1	1-2
User Manuals	1	1-3
Data Conversion Plan	1	1-4
System Design Document	1	1-5
Static Environment Test (SET) Plan	1	1-6
Modification Specifications	1	1-7
Pre-Live Checklist	1	1-8

Deliverable	Phase	Deliverable Number
Lessons Learned Document	1	1-9
Custom User Manuals	1	1-10
Phase 2		
Project Plan	2	2-2
User Manuals	2	2-3
Data Conversion Plan	2	2-4
System Design Document	2	2-5
SET Test Plan	2	2-6
Modification Specifications	2	2-7
Pre-Live Checklist	2	2-8
Lessons Learned Document	2	2-9
Custom User Manuals	2	2-10
Phase 3		
Project Plan	3	3-2
User Manual	3	3-3
Data Conversion Plan	3	3-4
System Design Document	3	3-5
SET Test Plan	3	3-6
Modification Specifications	3	3-7
Pre-Live Checklist	3	3-8
Lessons Learned Document	3	3-9
Custom User Manuals	3	3-10
Phase 4		
Project Plan	4	4-2
User Manual	4	4-3
Data Conversion Plan	4	4-4
System Design Document	4	4-5
SET Test Plan	4	4-6
Modification Specifications	4	4-7
Pre-Live Checklist	4	4-8
Lessons Learned Document	4	4-9
Custom User Manuals	4	4-10

A.11 Tyler Forms

Tyler's Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms, where custom designs are not required to meet any of City's functional requirements, would require a change order. Please note that Tyler Forms requires the use of approved printers only.

- Financial Library includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.
- General Billing Library includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.

- Payroll Library includes: 1 Payroll Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c, 1099R, 1095B and 1095C.
- Personnel Action Library includes: 1 Personnel Action form for new hires and 1 Personnel Action form for employee changes.
- Work Order/Pick Ticket Library includes: 4 (Total) Designs of Any Combination – Work Order and/or Pick Tickets
- EnerGov Permits & Code Forms Library includes: 4 Forms
- EnerGov Professional Licensing Forms Library includes: 2 Forms

Section B: Project Governance

B.1 City Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the project. Staff members filling each role will be listed in the project roster made a part of DED 1 – Implementation Management Plans. The joint team of the City and Tyler will ultimately be responsible for designing, developing and delivering the final products of this project.

B.2 City Decision Making

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. The following table identifies the type of decisions and project team members with decision authority:

Type of Decision	City Decision Making Responsibility
Changes to SOW affecting project budget and/or timing and/or project goals	Executive Steering Committee
City Policy Decisions	Executive Steering Committee
Changes to SOW not affecting project budget and/or timing and/or project goals	City Project Manager
Acceptance of Control Points / Deliverables	City Project Manager
Configuration Decisions	City Project Team

B.3 Executive Project Sponsors:

The City Executive Project Sponsors provide 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. The project sponsors will be involved in the project as needed to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The project sponsors will empower the steering committee and project team to make critical business decisions for City.

B.4 Executive Steering Committee:

The Executive Steering Committee 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 Steering Committee oversees the project team and the project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all project progress, project decisions, and achievement of project Control Points. The Executive Steering Committee will also provide support to the project team by communicating the importance of the project to each member’s department along with other department managers in City. The Executive Steering Committee 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 Steering Committee also serves as primary level of issue resolution for the project.

B.5 Project Manager:

City's Project Manager will coordinate project team members, subject matter experts, and the overall implementation schedule and serve as the primary point of contact with Tyler. The Project Manager will be responsible for reporting to the Executive Steering Committee and providing the majority of City's change management communications and coaching.

B.6 Project Team:

The assigned Project Team will have detailed subject matter expertise and be 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 City consistent with the project goals, project vision, and direction from the Project Manager and Executive Steering Committee. Project Team Leads are identified below.

City's project team is responsible for maintaining regular and effective project communications between project stakeholders and supporting overall change efforts in City.

B.7 Subject Matter Experts (SMEs)

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

B.8 Technical Team:

City's Technical Team may be primarily responsible for overall system administration, security, and workflow. The Technical Team will also handle all data conversions, interfaces, and reporting for City. It is expected that the Technical team will be responsible for system administration post go-live.

City's technical team will be responsible for all technical aspects of the project.

B.9 Upgrade Coordinator

The City Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Tyler's application during the project (if required). Additionally, this role is responsible for managing the upgrade process post go-live.

- Become familiar with the upgrade process and required steps
- Become familiar with Tyler's Release Life-cycle policy
- Utilize Tyler Community to stay abreast of the latest Tyler Release Life Cycle updates as well as the latest helpful tools to manage your upgrade process
- Assist with the upgrade process, if required, during implementation
- Manage upgrade activities post-implementation
- Manage upgrade plan activities
- Coordinate upgrade plan activities with Tyler and City resources
- Communicate changes that will affect users and department stakeholders
- Obtain department stakeholder sign-offs to upgrade Live/Production environment
- Create and publish your site's multi-year, forward projection upgrade plan

B.10 City Tyler University Manager

To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. City Tyler University Manager is responsible for the following roles:

- Work with the Tyler Project Manager(s) to map out standard curricula for users
- Communicate registration and enrollment requirements to City users
- Monitor the progress of user's prerequisite courses
- Act as a Tyler University resource for users
- Work with Tyler Project Manager to import users

B.11 Tyler Roles and Responsibilities

Tyler plans to leverage the strengths, skills and knowledge of its blended team members. In the tables that follow, a description of the various roles associated with the overall project team is provided.

B.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 Manager or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance.

Resource	Title	Key Personnel
Chris Webster	Vice President - Implementation	No

B.13 Implementation Director

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

Assignment of consultants and ensuring that availability, or lack of availability for consultants assigned to the City project does not negatively impact the City timeline.

- Assisting the Tyler Project Manager with resolution of issues Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Monitoring overall quality of the project including quality of consulting deliverables
- Providing proactive personal communication with City’s Executive Sponsors, City’s Steering Committee, and/or City’s Project Manager

Resource	Title	Key Personnel
Michele Tepper	Implementation Director - Midwest	No

B.14 Tyler Project Manager

Tyler will assign one person the role of “Tyler Project Manager” and that individual will be responsible for the following.

- Serve as primary point of contact for City
- Coordination of all Tyler resources across all modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing.
- Monitor and manage overall project risks
- Communicate regularly with the City project manager
- Track completion of project tasks
- Escalate outstanding issues for approval within Tyler or coordinate change order process.
- Monitor project quality
- Identify and communicate any City risks that may negatively impact the project.

B.15 Tyler Implementation Consultants

Tyler’s Implementation Consultants will bring to the project Tyler Munis knowledge as well as industry knowledge of public sector practices and processes that will enable each consultant to advise City on the most appropriate way of configuring Munis and overall achievement of the City project scope and goals.

B.16 Tyler Developers

The Tyler Developers are offsite resources responsible for:

- Performing detailed requirement gathering for contracted modifications (in scope enhancements, custom reports and custom interfaces)
- Reviewing the existing development queue and existing product offerings to determine if the desired functionality can be provided in a less expensive fashion
- Creating and delivering functional specifications for contracted modifications
- Programming and incorporating modifications per the specifications into the base product
- Performing internal quality assurance and developing technical and help documentation
- Providing custom development packages to be loaded into the Tyler system via the Munis Internet Update (MIU) utility
- Performing and providing any necessary modification defect corrections

B.17 Tyler Implementation Programmers

The Tyler Implementation Programmers are offsite resources responsible for:

- Validating customer data files are readable
- Developing customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping.
- Providing custom conversion packages to be loaded into Tyler's system via the Munis Internet Update (MIU) utility.
- Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting City with understanding and interpreting those reports.
- Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered

B.18 Tyler Forms Designers

The Tyler Forms Designers are offsite resources responsible for:

- Providing specifications, or Forms Kits, for all forms in scope
- Reviewing requirements for equipment and supplies
- Developing and provide form mock-up designs
- Conducting review of City's form mock-up sheets
- Developing final form designs
- Testing forms and modifying as appropriate based on test results
- Working with City team members on the results of functional testing and making changes to address issues from testing
- Configuring and installing forms software and approved forms
- Producing design and troubleshooting documentation for forms

B.19 Tyler Support Account Manager

Tyler Support Account Managers are offsite resources responsible for the following the first year after each phase go-live:

- Providing post-implementation City management and planning services
- Planning and preparing for key first year processes such as year-end and W-2 processing
- Assisting City plan release upgrades

B.20 Tyler Technical Support Specialist

Tyler Support Specialists are offsite resources responsible for:

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

Section C: Project Management

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

C.1 Project Plan Development and Management

Tyler will create the project plan for phase one within (thirty) 30 calendar days from the first project planning call, which is to occur after the contract signing and will help Tyler get the information necessary to complete the project plan. Upon completion and acceptance of the phase 1 project plan (DED 2), Tyler will begin work on the project plan for Phase 2, 3 and 4. Project plans for phase 2, 3, and 4 shall be completed at least ninety (90) calendar days prior to the start of any Phase 2, 3, or 4 activities. Once the project plan is approved by City, Tyler’s project manager will edit and update as necessary as part of regularly scheduled project management meetings with City’s project manager(s). Project plans will be kept up to date by Tyler throughout the project.

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.

	City Role	Tyler Role
Steering Committee/Regional Manager	<ul style="list-style-type: none"> Review project plan 	<ul style="list-style-type: none"> Review project plan for compliance with SOW
Project Manager	<ul style="list-style-type: none"> Work with Tyler project manager to develop project plan 	<ul style="list-style-type: none"> Take lead in developing project plan
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Review project plan 	<ul style="list-style-type: none"> Review and become familiar with full project plan
Subject Matter Expert / Other	<ul style="list-style-type: none"> Identify applicable meetings/deadlines on project plan and plan accordingly 	<ul style="list-style-type: none"> Identify applicable meetings/deadlines on project plan and plan accordingly

C.1.1 Requirements/Notes

The Project Work Plan will contain:

- Project’s activities and tasks
- Dates of project activities and tasks
- Specific resources assigned to project tasks
- Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages
- Control Points and Deliverables
- City Review Periods for Control Points and Deliverables
- Project Acceptance of Implementation Control Points
- 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

- The project plan will be consistent with the SOW
- All homework and other activities required of either the City Project Team or Tyler consultants will be included on the project plan.

C.2 Project Status Reports

Tyler will prepare project status reports every month throughout the project. Project reports are intended for the City Executive Sponsor, City Steering Committee, Tyler Executive Oversight, and Tyler Regional Manager and provide the following key elements:

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

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and City on a bi-weekly basis, or more often if deemed necessary by either the Tyler Project Manager or City Project Managers.

	City Role	Tyler Role
Steering Committee/Regional Manager	<ul style="list-style-type: none"> • Review status reports 	<ul style="list-style-type: none"> • Review status reports
Project Manager	<ul style="list-style-type: none"> • Provide any necessary updates for status reports • Participate in bi-weekly status meetings • Review status reports 	<ul style="list-style-type: none"> • Prepare status reports • Post status report to project SharePoint • Facilitate bi-weekly status meeting
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Review status reports • Participate in bi-weekly status meeting if necessary 	<ul style="list-style-type: none"> • Participate in bi-weekly status meeting if necessary
Subject Matter Expert / Other		

C.2.1 Requirements/Notes

The format for the status reports will be mutually agreed as part of the project planning phase of the project.

City will cooperate and provide information for inclusion on the status report.

Tyler will submit one status report that identifies issues related to the entire project. In the event that Tyler has multiple resources working on the project at one time, the Tyler project manager will coordinate issues and submit one status report.

The Status report will be delivered at least two (2) business days prior to any scheduled Executive Sponsor, Steering Committee, or Project Manager meeting at which the status report is being discussed.

Project status reports are intended to be executive level communications on project progress, project risk, and contain updates and analysis of any current issue, concern, or decision point requiring executive level attention. The City understands that Tyler may use SharePoint to generate status reports, but expects that the Tyler project managers ensure that project status reports are accurate and reflect the current project situation.

C.3 Requirements Traceability Matrix (RTM)

Tyler will work with the City in a dual effort to track and report City’s Functional Requirements and how each has been satisfied within the project. Similarly, City and Tyler will work together to document any requirements that are determined during the project to be no longer required by City. It is the responsibility of Tyler consultants to ensure that all requirements have been covered and included as part of the DED-5 – System Design Document. As part of the Static Environment Test, City will validate the full scope of the project has been included and identify any issues with the Functional Requirements and notify Tyler. Tyler shall incorporate tasks into the project plan necessary for satisfying any in scope requirements for both Tyler and City personnel.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Manage RTM 	<ul style="list-style-type: none"> • Review RTM • Create plan for addressing RTM Issues
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Identify Issues from RTM 	<ul style="list-style-type: none"> • Review and understand functional requirements
Subject Matter Expert / Other		

C.3.1 Requirements/Notes

City will create the initial RTM out of the functional requirements attached to this Agreement as Exhibit X.

C.4 SharePoint

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Tyler project documents, any City project documents, any deliverables, sign offs, change orders or other documents that will be shared with the project team.

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> • Review SharePoint site as necessary 	<ul style="list-style-type: none"> • Review SharePoint site as necessary

Project Manager	<ul style="list-style-type: none"> • Manage City information on SharePoint Site 	<ul style="list-style-type: none"> • Manage overall SharePoint site include set up of SharePoint folders
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Utilize SharePoint site for project documents (both posting and downloading) 	<ul style="list-style-type: none"> • Utilize SharePoint site for project documents (both posting and downloading)
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Review SharePoint as necessary 	<ul style="list-style-type: none"> • Post trip reports and other documents as necessary.

C.4.1 Requirements/Notes

As part of the Project Kick Off, The Tyler Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use.

The City and Tyler will mutually agree upon SharePoint use for the project.

Tyler performs a daily routine backup for all City 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 City-hosted environment.

C.5 Agendas

Tyler’s project manager will provide agendas at least 2 weeks prior to any on-site meeting. Agendas will include:

- Session Title
- Required Attendees
- Prerequisites (eLearning and documents)
- Session Topics
- Requirements (classroom)
- Known homework tasks to be assigned

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Review Agenda • Distribute to Meeting Participants 	<ul style="list-style-type: none"> • Develop agendas • Post agendas to SharePoint
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Review Agendas prior to meeting 	<ul style="list-style-type: none"> • Review agendas prior to meeting
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Review agendas prior to meeting 	<ul style="list-style-type: none"> • Review agendas prior to meeting

C.5.1 Requirements/Notes

- Upon submission of the agenda, City shall review and provide comments or questions on the agenda within five (5) business days. Tyler shall make any required revisions promptly to allow for appropriate meeting preparation.
- All meeting participants will review meeting agendas prior to the meeting.

C.6 Executive Steering Committee Meetings

The Project Communications Plan developed at the beginning of the project (as part of the implementation management plan) will identify a meeting schedule for the City Executive Steering Committee. It is expected that the Executive Steering Committee will meet weekly and City project managers, will prepare the Executive Steering Committee Agenda prior to all scheduled Executive Steering Committee meetings. The Executive Steering Committee agenda will include any issues that require approval at the next meeting. If necessary, Tyler’s Project Manager, or Regional Manager may participate in the Executive Steering Committee meeting either in person or by phone.

	City Role	Tyler Role
Steering Committee / Tyler Regional Manager or Tyler Executive Oversight	<ul style="list-style-type: none"> Participate in meetings at least once per every 2 weeks 	<ul style="list-style-type: none"> Participate in Steering Committees as necessary
Project Manager	<ul style="list-style-type: none"> Develop agenda for steering committee meeting 	<ul style="list-style-type: none"> Participate in Steering Committees as necessary
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

C.6.1 Requirements/Notes

In the event that there are project issues that require Tyler’s on-site participation, City will not be required to reimburse the costs of travel for Tyler’s Project Manager, Regional Project Manager, or Tyler Executive Sponsor’s on-site participation City may cancel Executive Steering Committee Meetings if there are not a sufficient number of items to discuss or if items can be deferred until the following meeting.

C.7 Site Reports

Each Tyler resource that is on-site for project activities with City will provide a site-report and post to the Tyler SharePoint site. All site reports will contain meeting notes, issues, and documentation of any decisions during the visit. Site reports will be completed within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding it to the Issues Log.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> Review site reports 	<ul style="list-style-type: none"> Review site reports
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Review site reports 	<ul style="list-style-type: none"> Complete site reports
Subject Matter Expert / Other		<ul style="list-style-type: none"> Complete site reports

C.7.1 Requirements/Notes

- Any issues identified on the site report will also be identified on the Project Issues Log
- All site reports will be completed no later than one week after completion of a site visit.
- All site reports will be reviewed and edited for quality by the Tyler project manager prior to posting to SharePoint for City review.
- The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.

- Completion of site reports will be part of acceptance criteria for each phase.

C.8 Issues Log and Issue Tracking

Tyler will maintain a list of issues (both open and closed) that have been identified for the project on the SharePoint site. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Upon identification of project issues, risks, and key project decisions both Tyler and City team members are responsible for adding the issue to the Issues 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

City and Tyler Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. 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, 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.

	City Role	Tyler Role
Steering Committee / Tyler Regional Manager	<ul style="list-style-type: none"> • Serve as point of escalation of issues 	<ul style="list-style-type: none"> • Serve as point of escalation of issues
Project Manager	<ul style="list-style-type: none"> • Document and review issues 	<ul style="list-style-type: none"> • Document and review issues
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Document issues 	<ul style="list-style-type: none"> • Document issues
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Report issues to Project Manager or Project Team Lead 	<ul style="list-style-type: none"> • Report issues to Project Manager

C.8.1 Requirements/Notes

- At any time during the project, if City is not satisfied with the level of response from 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,

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.

- Any task that has not been completed by the scheduled due date in the project plan will be highlighted in the project status report and reviewed by the Tyler and City Project Managers during regular status meetings. Overdue tasks will be elevated to the proper level of either Tyler or the City for resolution if not completed within 1 week past the due date.

C.9 Risk Management

City and Tyler will jointly work to identify and communicate risks and identify strategies for mitigating the impacts of project risks.

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> • Address any issues escalated to the Steering Committee level 	<ul style="list-style-type: none"> • Address any issues escalated to the Steering Committee level
Project Manager	<ul style="list-style-type: none"> • Monitor risks and communicate any identified risks to the Tyler project manager and Steering Committee 	<ul style="list-style-type: none"> • Monitor risks and work with City project manager to develop risk mitigation plans
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Communicate any risks to the City project manager 	<ul style="list-style-type: none"> • Communicate any risks to the Tyler project manager
Subject Matter Expert / Other		

C.9.1 Requirements/Notes

- Risks will be monitored, recorded, and assessed using an agreed upon methodology in the Tyler Risk Plan. All risks will be actively monitored by both Tyler and City
- Tyler will have responsibility for maintaining the project risk plan.
- Any new project risks will be included on the project status reports.

C.10 Scope/Contract Change Process

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

C.10.1 Implementation Services Change Process

If City requires the performance of services, including any implementation, consulting, training, or conversion services that are not then being performed, or requires a change to the existing services, City’s Project Manager shall deliver to the Tyler’s Project Managers an implementation services 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
- Implementation Plans
- Schedule for completion
- Acceptance criteria
- Impact on cost and schedule
- Impact on project goals and objectives
- Price

C.10.2 Product Enhancement/Change Process

If the City requires the modification of the products in scope, including any interface not in scope, the City’s Project Manager shall submit the request via the Enhancement Request Process documented on Tyler Community specifying the proposed enhancement with sufficient detail to enable Tyler to evaluate it.

Tyler has two different types of Product Enhancement Requests:

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler’s Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help us best determine the areas of the product needing to be addressed.
2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by our Development Teams. Tyler, within thirty (30) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request. If the request is not generally consistent with the current direction of the respective product Tyler will notify City in writing; otherwise Tyler shall provide City with a written development scope change proposal containing the following:
 - Specification
 - Schedule for completion
 - Minimum version requirements
 - Any additional implementation services required, such as project management, conversions, forms output and/or training outside of the current project scope
 - Impact on current cost and schedule
 - Impact on project goals and objectives
 - Response Due Date
 - Total cost

All Request for Development requests will be coordinated and/or approved first by City Project Manager or other designee and Tyler Project Manager. Development requests will also be identified on the issues log and elevated to City Executive Team for review at the next Executive Team meeting.

By the Response Due Date City shall notify Tyler in writing if City elects to proceed with the Development request. Tyler’s Project Manager will submit the approved Development request to Tyler’s

Contract team to create a contract amendment. Tyler will schedule the work described in the Development change request upon Tyler’s receipt of a signed contract amendment. If, by the Response Due, 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.

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> Review and approve change proposals 	
Project Manager	<ul style="list-style-type: none"> Communicate requested changes to Tyler 	<ul style="list-style-type: none"> Coordinate change process Communicate requested changes to City
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Communicate issues, risks, and other potential change items to City project manager 	<ul style="list-style-type: none"> Communicate issues, risks, and other potential change items to Tyler project manager
Subject Matter Expert / Other		

C.10.3 Requirements/Notes

- City acknowledges that such scope change proposals may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement.
- Within the timeframe specified in Tyler’s scope change proposal, which timeframe shall not be less than ten (10) business days from City Project Managers’ receipt of such scope change proposal, City shall notify Tyler in writing if City elects to proceed with the change proposal.
- All scope change requests and scope change proposals will be approved first by City Project Managers and Tyler Project Managers. Scope change requests that impact the project timeline and/or the project Control Points, including costs will also be elevated to City Executive Steering Committee for review

C.11 Implementation Control Point and Deliverables:

When complete, all Deliverables and Control Points require acceptance from the City project manager. Upon completion, the Tyler project manager shall notify the City project manager and provide any necessary documents for review.

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> Review any issues escalated from the City or Tyler project manager 	<ul style="list-style-type: none"> Review any issues escalated from the City or Tyler project manager
Project Manager	<ul style="list-style-type: none"> Review and accept/reject Provide feedback on rejections Review control point and upon completion grant sign off 	<ul style="list-style-type: none"> Coordinate acceptance process Review control point and upon completion grant sign off
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

C.11.1 Implementation Control Point and Deliverable Acceptance Process

The following process will be followed for accepting Deliverables and Control Points:

1. Tyler shall submit each Control Point or Deliverable to City for review. Upon completion each Control Point or Deliverable, Tyler shall present an acceptance form.
2. If City does not agree that the particular Deliverable or Control Point has been met, City shall notify Tyler, in writing, with its reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the delivery.
3. Tyler shall correct any deficiencies and resubmit the Deliverable or Control Point within five (5) business days. City shall then have five (5) business days from receipt of the resubmitted Deliverable or Control Point to accept or again submit written notification of its reasons for rejecting the Control Point or Deliverable. If you do not sign off within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted.
4. The process set forth in the paragraphs above shall continue until all issues have been addressed and the Deliverable or Control Point is accepted by the City.
5. Acceptance will be initiated and managed by utilizing the Tyler SharePoint workflow approval process.

C.11.2 Requirements/Notes

- All review and acceptance periods will be identified on the project plan.
- The City project manager will have decision authority to approve/reject all project Control Points and Deliverables
- Acceptance will be initiated and managed by utilizing the SharePoint workflow approval process.
- Tyler’s Implementation Director will review project status at each control point and verify that appropriate project tasks have been completed.

C.12 Other Project Management Resources

C.12.1 Tyler University

To assist with the knowledge transfer of Tyler’s products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Courses provide step-by-step, interactive eLearning recordings that allows users to enroll and participate in session content on their schedule. Tyler University will be available to City staff upon installation of Tyler’s ERP system.

	City Role	Tyler Role
Project Manager / Tyler University Manager	<ul style="list-style-type: none"> • Assist with creation of Tyler University user accounts • Ensure users are following curriculums • Monitor and communicate user progress to City management staff 	<ul style="list-style-type: none"> • Assist with creation of Tyler University user accounts • Provide user progress reports

	City Role	Tyler Role
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses 	<ul style="list-style-type: none"> Communicate and identify prerequisite content on agendas and site reports.
Subject Matter Expert / Other	<ul style="list-style-type: none"> Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses 	<ul style="list-style-type: none"> N/A

C.12.2 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. Knowledge base will be available to City staff at the time of contract signing.

	City Role	Tyler Role
Steering Committee		
Project Manager		<ul style="list-style-type: none"> Provide reference to knowledge base documents
Project Team / Implementation Consultant		<ul style="list-style-type: none"> Provide reference to knowledge base documents
Subject Matter Expert / Other		

C.12.3 Requirements/Notes

- Tyler will ensure that all referenced knowledge base documents are current and applicable for City’s project.
- References to documents on the knowledge base will be specific and direct City to specific documents.
- Tyler will provide guidance and demonstrate to City project team members how to use the knowledge base to find necessary information.

Section D: Technology Architecture

D.1 Hardware Requirements

Appendix 3: Tyler System Specifications outlines the recommended system requirements for servers and City workstations supporting and accessing the Tyler ERP system.

D.2 Environments

As part of the project, Tyler will assist City in establishing the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments. During the implementation project, environments will be established separately for each phase.

- Testing
- Training
- Production/Live
- Implementation

D.3 Key Dates for Hardware Availability

To prevent delays in the implementation schedule, it is the responsibility of City to have procured and installed all applicable hardware meeting the requirements listed in Section D.1 within 60 calendar days after the effective date of the Agreement. Failure to have necessary hardware within 60 calendar days may result in delay in installing the Tyler software on City's hardware and may require changes to the implementation schedule.

Section E: Implementation

E.1 Implementation Methodology Overview

Each phase of the project will be implemented using the methodology defined below. Throughout the project methodology, Tyler has established control points (critical review points) to ensure an organization fully understands and accepts the project and to ensure that Tyler is providing quality services to assist in City’s implementation. It is at these check points that organizational stakeholders monitoring the overall project (for both Tyler and City) must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase. Control points are defined in the section below and the process for accepting each is identified in Section C.11.

E.2 Control Points

To ensure quality and adherence to the methodology identified in this SOW, Tyler and City have identified the following control points that must be formally accepted prior to moving on in the project. Control points are as follows:

Phase	Control Point	Description
1	1.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> • Kick-off complete • Implementation Management plans accepted (DED 1-1) • Project Plan accepted and posted to project SharePoint site (DED 1-2)
1	1.2	Chart of Accounts Design Acceptance <ul style="list-style-type: none"> • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered
1	1.3	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> • As-is/to-be analysis complete • Static Environment Test scripts accepted (DED 1-6)
1	1.4	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> • Static Environment Test complete
1	1.5	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)
1	1.6	Authorization to begin Live Processing <ul style="list-style-type: none"> • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing
1	1.7	Phase Closure <ul style="list-style-type: none"> • Post-live training topics scheduled, if applicable

Phase	Control Point	Description
		<ul style="list-style-type: none"> Support transition call complete
2	2.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> Kick-off complete Implementation Management plans accepted (DED 2-1) Project Plan accepted and posted to project SharePoint site (DED 2-2)
2	2.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> As-is/to-be analysis complete Static Environment Test scripts accepted (DED 2-6)
2	2.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> Static Environment Test complete
2	2.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> Training complete for all applicable processes Go-live planning complete Authorization to load Tyler Forms Libraries Pre-live check list accepted (DED 2-8)
2	2.5	Authorization to begin Live Processing <ul style="list-style-type: none"> Go-live checklist complete Authorization to load required data conversions into Live/Production Authorization to begin live processing
2	2.6	Phase Closure <ul style="list-style-type: none"> Post-live training topics scheduled, if applicable Support transition call complete
3	3.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> Kick-off complete Implementation Management plans accepted (DED 3-1) Project Plan accepted and posted to project SharePoint site (DED 3-2)
3	3.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> As-is/to-be analysis complete Static Environment Test scripts accepted (DED 3-6)
3	3.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> Static Environment Test complete
3	3.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> Training complete for all applicable processes Go-live planning complete Authorization to load Tyler Forms Libraries Pre-live check list accepted (DED 3-8)
3	3.5	Authorization to begin Live Processing <ul style="list-style-type: none"> Go-live checklist complete Authorization to load required data conversions into Live/Production Authorization to begin live processing
3	3.6	Phase Closure

Phase	Control Point	Description
		<ul style="list-style-type: none"> Post-live training topics scheduled, if applicable Support transition call complete
4	4.1	Client Acceptance of Phase Schedule <ul style="list-style-type: none"> Kick-off complete Implementation Management plans accepted (DED 4-1) Project Plan accepted and posted to project SharePoint site (DED 4-2)
4	4.2	Acceptance of Static Environment Test (SET) Planning <ul style="list-style-type: none"> As-is/to-be analysis complete Static Environment Test scripts accepted (DED 4-6)
4	4.3	Acceptance of Static Environment Test (SET) Process <ul style="list-style-type: none"> Static Environment Test complete
4	4.4	Acceptance of Live Preparation Readiness <ul style="list-style-type: none"> Training complete for all applicable processes Go-live planning complete Authorization to load Tyler Forms Libraries Pre-live check list accepted (DED 4-8)
4	4.5	Authorization to begin Live Processing <ul style="list-style-type: none"> Go-live checklist complete Authorization to load required data conversions into Live/Production Authorization to begin live processing
4	4.6	Phase Closure <ul style="list-style-type: none"> Post-live training topics scheduled, if applicable Support transition call complete

* Note: City may authorize Tyler to proceed with the project and withhold acceptance of the control point. For the control point to be accepted, all work identified under each must be complete.

E.3 Project Initiation

During this step, Tyler and City will begin working to plan the project kick off meeting. The kick off will be scheduled and completed no later than sixty calendar (60) days after contract signing, but not before the Phase 1 project plan is completed. During the kick off, Tyler’s project team will meet City’s project team and discuss project expectations and policies. All team members will be present for the project kick off.

E.3.1 Task – Project Kick Off

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> Participate in kick off meeting 	
Project Manager	<ul style="list-style-type: none"> Review SOW 	<ul style="list-style-type: none"> Review SOW

	<ul style="list-style-type: none"> Coordinate kick off meeting 	<ul style="list-style-type: none"> Coordinate kick off meeting
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Review SOW Participate in kick off meeting 	<ul style="list-style-type: none"> Review SOW Participate in kick off meeting
Subject Matter Expert / Other	<ul style="list-style-type: none"> Participate in kick off meeting 	

E.3.2 Requirements/Notes

- All Tyler project managers and implementation consultants will become familiar with the contract, SOW, and any applicable City policies.
- The kick off meeting presentation will be a collaborative effort between City and Tyler
- Tyler will lead development of the kick off presentation (City to provide input) and the kick off presentation will be developed specific to the City project (not a generic kick off PowerPoint template).
- All Key Personnel assigned to the project will be present at the respective phase kick off meeting, assuming that applicable and effective project tasks can occur with subsequent to the kick-off.
- Kick Off meetings will occur prior to the beginning of each phase.

E.3.3 Outcomes/Deliverables

- Deliverables:
- Project Outcomes:
 - Introduction of all key project team members
 - All project team members understand project and contract requirements
 - City project team members understand Tyler implementation approach

E.4 Project Planning

City and Tyler will work to develop customized project plans and implementation management plans that document key project management processes and policies. The project management plans will establish project policies for the duration of the project and be consistent across all phases of the project. Overall project planning will occur at the beginning of the project for all phases and the implementation management plan (DED-1) will be developed to cover all phases. As part of the implementation management plan tasks Tyler will provide change management training. The project plan, as defined in Section C.1 will occur in phases

E.4.1 Develop Implementation Management Plans

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> See DED 1 	<ul style="list-style-type: none"> See DED 1
Project Manager	<ul style="list-style-type: none"> See DED 1 	<ul style="list-style-type: none"> See DED 1
Project Team / Implementation Consultant	<ul style="list-style-type: none"> See DED 1 	<ul style="list-style-type: none"> See DED 1
Subject Matter Expert / Other	<ul style="list-style-type: none"> See DED 1 	<ul style="list-style-type: none"> See DED 1

E.4.2 Develop Project Plan

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> • See Section C.1 	<ul style="list-style-type: none"> • See Section C.1
Project Manager	<ul style="list-style-type: none"> • See Section C.1 	<ul style="list-style-type: none"> • See Section C.1
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • See Section C.1 	<ul style="list-style-type: none"> • See Section C.1
Subject Matter Expert / Other	<ul style="list-style-type: none"> • See Section C.1 	<ul style="list-style-type: none"> • See Section C.1

E.4.3 Requirements/Notes

- Project Planning will occur in full during Phase 1. For subsequent phases, the Tyler project manager and City project manager will review plans and make any necessary changes, as applicable.

E.4.4 Outcomes/Deliverables

- Deliverables:
 - Deliverable 1: Implementation Management Plans (DED 1)
 - Deliverable 2: Project Plan/Schedule (DED 2)
 - Deliverable 3: Standard Tyler Munis User Manuals (DED 3)
- Project Outcomes:
 - Project Plan Complete
 - Project Plan Includes Full Scope of Project and is Consistent with SOW Tasks
 - Implementation Plans complete and all project stakeholders understand key project management processes and roles throughout the project.
- Control Point(s):
 - Phase Schedule Accepted

E.5 Structural Foundation

The Structural Foundation includes tasks required to start a Munis implementation.

E.5.1 Chart of Accounts (CoA) design

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Build CoA Spreadsheet • Review and confirm CoA in spreadsheet was loaded correctly • Load converted CoA into Munis 	<ul style="list-style-type: none"> • Discuss CoA options • Facilitate discussions on CoA Best practices

		<ul style="list-style-type: none"> • Demonstrate CoA options in Munis • Train City on preparing CoA Spreadsheet • Review and validate CoA spreadsheet
Subject Matter Expert / Other		

E.5.2 Software installation

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Coordinate software installation activities 	<ul style="list-style-type: none"> • Coordinate software installation activities
Project Team / Implementation Consultant		
Technical Team	<ul style="list-style-type: none"> • Assist with install 	<ul style="list-style-type: none"> • Install software

E.5.3 Initial System Administration Training.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Schedule training attendees 	<ul style="list-style-type: none"> • Coordinate Training
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Attend Training 	<ul style="list-style-type: none"> • Provide Training • Provide training materials/documentation
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Attend Training (City Technical Team) 	

E.5.4 Project Team Overview:

During this step, Tyler will provide City Project Team members an overview on standard functionality and module integration points to better understand the system prior to making any project or business processes decisions.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Schedule training and secure training facilities • Attend scheduled sessions 	<ul style="list-style-type: none"> • Schedule and coordinate • Provide overview system training on standard Munis features • Provide “how-to” documentation for all purchased modules •

Project Team / Implementation Consultant	<ul style="list-style-type: none"> Attend sessions 	<ul style="list-style-type: none"> Provide overview
Subject Matter Expert / Other	<ul style="list-style-type: none"> Attend sessions, as necessary 	
Tyler University Manager / Tyler Project Manager	<ul style="list-style-type: none"> Provide project team login details and curriculum assignments for Tyler University Ensure users are able to access and enroll in Tyler University courses 	<ul style="list-style-type: none"> Provide Tyler University user and curriculum requirements Coordinate setup of Tyler University users

E.5.5 Requirements/Notes

- With the exception of project team training, Structural foundation will only occur for Phase 1

Chart of Accounts

- Tyler will provide written recommendations for the City’s chart of accounts. Recommendations will be incorporated into DED 5 – System Design Document.
- City will complete the Tyler Munis CoA workbook as instructed by Tyler consultants
- Tyler consultants will explain and follow up on any City questions related to most applicable configurations of the CoA.
- Tyler consultants will review all federal, grantor, or other requirements for the City chart of accounts and ensure that the set up will be sufficient to handle any reporting, tracking, or budgeting needs of City.

Installation

- Tyler will install any third party software included as part of the scope of the project phase

System Admin Training

- System admin training will be provided for the City Technical Team and select members of the City Project Team.

Project Team Overview

- Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on Tyler University, the project SharePoint site or linked to our Knowledge Base for easy access by attendees. City will be responsible for printing any necessary documents for the users, as needed.
- Prior to scheduled sessions, all users must have access to the training environment. The users must have logins established and know how to access the training environment.
- Project team members will be setup and enrolled in their respective Tyler University curriculums with enough time to complete prerequisite courses.
- Project Team shall complete all prerequisite Tyler University requirements prior to attending related training sessions.

E.5.6 Outcomes/Deliverables

- Deliverables:
 - N/A

- Project Outcomes:
 - Munis successfully installed and system installation accepted by City
 - Project team members trained on standard Munis features
 - Chart of accounts defined and loaded into Munis.
- Control Point(s):
 - Chart of Accounts Design Acceptance

E.6 Knowledge Transfer

Knowledge transfer for the project includes tasks necessary to, conduct an as-is analysis, provide to-be demonstrations, and document system set-up decisions. As part of the as-is analysis, Tyler will review all in scope items (both functional and organizational) scope to best assess how the City should be configuring Munis. Prior to the project, City completed detailed as-is process maps. Tyler consultants will review all City documentation and be familiar with current processes prior to analysis meetings. As-is analysis is intended to review detailed City needs and how Munis would be configured to meet these needs.

E.6.1 As-Is Analysis

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Complete process questionnaires • Participate in As-Is Sessions 	<ul style="list-style-type: none"> • Review City project documentation • Review as-is process maps • Provide process questionnaires • Conduct analysis of City business processes • Identify detailed configuration requirements • Review inventory of processing, configuration and data flow options
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Participate in As-Is Sessions 	

E.6.2 Data Conversion Analysis

Tyler consultants will complete a data conversion analysis. During the analysis current data systems will be reviewed and consultants will determine with City staff a plan for data conversion. Data conversion plan will include:

- Scope of data conversion
- Level of detail converted
- Historical data converted
- Identification of current data sources
- Strategy and timing for data conversion

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.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Make decisions on data conversion plans • Identify current data to be converted 	<ul style="list-style-type: none"> • Review contracted data conversions • Review current data • Provide recommendations for data conversion
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Identify current data to be converted 	

E.6.3 Security Analysis

Application security needs are defined during analysis. All user access roles and permissions are reviewed and options are discussed and implemented along with their particular module. Tyler will conduct the security analysis for all the types of users being implemented within each phase. As part of the security analysis, Tyler will deliver a security matrix to assist City to identify appropriate permissions and roles needed to meet City business processes.

Tyler will reference roles defined in the Security Matrix as part of recommendations contained in DED 5-System Design Document.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Attend meetings • Make security decisions • Document security decisions in security matrix 	<ul style="list-style-type: none"> • Review City business process and facilitate process to define user access roles and permissions • Identify correct Munis security features to match to City business process decisions
Subject Matter Expert / Other		

E.6.4 Workflow Analysis

Workflow business rules are defined during analysis and users will be trained to set up all workflow functionality to accommodate City’s business practices. All available workflow options are discussed and implemented along with their particular module analysis and setup training sessions. Tyler will conduct the workflow analysis for all workflows applicable to the modules being implemented and processes decided upon. As part of the workflow analysis, Tyler will deliver a workflow matrix to assist City to identify appropriate workflow roles and processes configurations to meet City business processes. Tyler will reference the Workflow Matrix as part of recommendations contained in the Design Document.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Attend meetings • Make workflow decisions • Document workflow decisions in workflow matrix 	<ul style="list-style-type: none"> • Review City business process and facilitate process to define new Munis workflows • Identify correct Munis workflow features to match to City business process decisions
Subject Matter Expert / Other		

E.6.5 Custom Interface Analysis

Custom Interfaces 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, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

Tyler will train on the standard import and export functionality within the contracted modules, as needed.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Identify requirements for interfaces • Coordinate third party interface needs/development • Document Interface 	<ul style="list-style-type: none"> • Review existing standard interface options within Munis
Subject Matter Expert / Other		

E.6.6 Program Modifications Analysis

Program customizations or modifications (“Program Modifications”) require changes or additions in program functionality in order to affect some new, desired result within the Munis programs. No program modifications have been identified and contracted in the scope of this project. Desired changes would follow the process outlined in the Scope/Contract Change Process section.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • See DED 07 	<ul style="list-style-type: none"> • See DED 07

Subject Matter Expert / Other		
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E.6.7 Business Process Analysis

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Participate in best practice discussions • Determine policy & procedure decisions for Munis software • Facilitates discussions of business process change and coordinate additional (non-Tyler) business process discussions 	<ul style="list-style-type: none"> • Lead analysis of possible process changes • Review best practices • Facilitate discussion of best practice recommendations • Demonstrate options for configuration of Munis • Review table and set up options • Review desired changes in business processes and data flows
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Participate in meetings 	

E.6.8 To-Be Decisions

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> • Review business process decisions • Make decisions elevated to steering committee 	
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Make decisions on business process • Document system design decisions • Develop customized user documentation • Conduct internal meetings to review design decisions for Static Environment Test 	<ul style="list-style-type: none"> • Conduct analysis of desired process changes • Review Flow Charts and make written recommendations on how the City can adopt industry best practices using MUNIS. • Review available options • Review module parameters, code configurations and work flow options • Conduct analysis of set up tables codes and parameters • Review Munis set up options to facilitate to-be decisions • Deliver configuration document citing recommendations for best use of Tyler software options

		<ul style="list-style-type: none"> • Prepare System Design Document (DED –5)
Subject Matter Expert / Other		

E.6.9 Requirements/Notes

- All project decisions will be documented in a system design document (DED 5).
- Project decisions and system design documentation will reference the City functional requirements

E.6.10 Outcomes/Deliverables

- Deliverable(s):
 - Data Conversion Plan (DED 4)
 - System Design Document (DED 5)
 - Workflow Matrix
 - Security Matrix
 - Modification Specifications, if applicable (DED 7)
- Project Outcomes:
 - Review and analysis of all City business processes in scope for project
 - City and Tyler review of best practice recommendations and decision on to-be process
 - City makes all necessary business process and configuration decisions
 - Tyler documents all Munis set up decisions in system design document
- Control Point(s):
 - Authorization to Proceed to Static Environment Test

E.7 Static Environment Test (SET)

The Static Environment Test (SET) is designed to test and prove the process decisions made during business process consulting. This test is completed on a clean database with a subset of hand entered (not converted) data provided by City. This ensures that City is familiar with the data being tested and is able to verify the processes as the test is conducted by Tyler staff. After the SET is complete, implementation activities such as conversions, core user training and testing will begin.

For the payroll phase of the project, SET will occur after initial set up table training and training on how to build employees. This will allow City Core Users to view the process using their actual set up and data, and to make process decisions based on the required set up. The first pass of the employee master and deductions may also be done prior to the SET. The Tyler Project Manager will include all activities and their timing in the payroll phase project plan.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Prepare/gather test data • Review and provide feedback on SET test script 	<ul style="list-style-type: none"> • Develop SET Test Script (DED 6) • Facilitate and lead SET Test

	<ul style="list-style-type: none"> • Participate in SET Test Session • Assess project decisions and validate/correct project decisions. • Revise system design document as required. • Re-perform SET Test for any changes to major decisions 	<ul style="list-style-type: none"> • Document results from SET Test • Re-perform SET Test for any changes to major decisions • Send forms output data to Tyler Forms team for each form in the scope of the respective Phase.
Subject Matter Expert / Other		

E.7.1 Requirements / Notes

- The Static Environment Test will be used to test business and configuration decisions. After the Static Environment Test, items that City identified as open issues will be re-evaluated, new decisions made, and the items re-tested.
- The Static Environment Tests will be organized by module, but will include all necessary cross module processes so that City can evaluate the integration between modules and its impact on business processes.

E.7.2 Outcomes/Deliverables

- Deliverable(s):
 - Static Environment Test Plan (DED 6)
- Project Outcomes:
 - Major business process and Munis set up decisions are tested and validated.
 - Forms output data sent to Tyler Forms to begin the forms design process
 - City ready to begin full configuration of Munis consistent with DED 5: System design document
- Control Point(s):
 - Authorization to Proceed to Implementation

E.8 Implementation

The implementation process includes table building and setup, data conversion and proofing, forms design and testing, modifications and interface testing, core user training, and parallel processing or process testing.

E.8.1 Table Building and Set Up

Tyler will train City on all system set up tables (codes, global settings, user permissions, etc.). City is responsible for entering codes into the live Munis database, as instructed.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • City builds Set Up tables • City builds Workflow 	<ul style="list-style-type: none"> • Train City on completion of Set Up Tables according to analysis sessions • Train City on Workflow completion
Subject Matter Expert / Other		

E.8.2 Data Conversion and Proofing

Tyler will train City on the use of all programs needed to proof conversion data. That includes maintenance, inquiry, and reporting programs. Tyler will assist City on all initial conversion passes so that City has the necessary knowledge and tools to proof conversion data. City is responsible for proofing conversion data and signing off before the conversions are loaded into LIVE.

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.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • City responsible for extracting/pulling data from legacy system • City produces balancing reports • City documents and submits needed corrections to conversion 	<ul style="list-style-type: none"> • Train City on methods for validating converted data in Munis • Provide database schemas for selected data conversion options
Subject Matter Expert / Other	<ul style="list-style-type: none"> • City pulls data from legacy system • City produces balancing reports • 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 • Load all conversion passes as directed by Tyler PM • Tyler will produce an error report outlining errors that result from running City's data through the conversion program. City is responsible for reviewing the report and investigating solutions 	<ul style="list-style-type: none"> • Prepare system parameters and codes to align with data mapping • Write and execute program to convert submitted data according to crosswalk • Through analysis, fields in legacy systems and Munis will be outlined for conversion. Tyler staff will use best efforts to direct City on the legacy source files and desired fields for conversion mapping • Tyler will program conversion programs according to the accepted file submission layout.

	<ul style="list-style-type: none"> City validates converted data using error reports, balancing reports, etc. 	

E.8.3 Forms Design and Proofing

Using the data extracted during the Static Environment Test process, output data is sent to Tyler’s Forms Design team to create proofs for each of the forms in scope for the respective Phase. Tyler’s Forms Team merges the data according to the decisions and options from the Forms Kits. The proofs are sent back to City in an iterative process to review for accuracy or report any necessary adjustments. Once Form proofs have been accepted and forms are loaded on City’s server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of SME training so that both the content and process are validated repeatedly.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> City accepts form design and authorizes installation 	
Project Team / Implementation Consultant	<ul style="list-style-type: none"> City fills out Tyler Forms Kits City validates form design, content and layout Submit forms to bank for approval. 	<ul style="list-style-type: none"> Assist in data mapping questions Assist in issue resolution
Subject Matter Expert / Other		<ul style="list-style-type: none"> Tyler Forms creates form designs from City mock-ups Tyler Forms merges data from To-Be Test with Form designs Tyler sends form design proofs for review and acceptance Tyler Forms installs Forms Server on City Forms server Tyler installs Forms Library on City forms server

E.8.4 Program Modifications/Interfaces

In the event of an approved Scope Change involving a Program modification or interface, Tyler will provide all in scope program modifications and interfaces according to the timelines mutually agreed to and documented on the project plan. Upon receipt of the program modification or interfaces, Tyler consultants will initially test the program modification or interface to ensure it meets the specifications identified in DED 7 and then submit to City for additional testing.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> Modification sign off 	<ul style="list-style-type: none"> Coordinate sign off

Project Team / Implementation Consultant	<ul style="list-style-type: none"> City will validate performance of customization through repeated unit testing as well as process testing throughout implementation 	
Subject Matter Expert / Other		<ul style="list-style-type: none"> 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 Tyler's QA team will test customization within applicable, impacted modules Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification Programs will be developed to import/export Tyler data in format required A document is created describing the interface and how to utilize it

E.8.5 SME Training

Tyler will train all City SMEs to perform ongoing training of Decentralized End 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.).

- City Project Manager/Team will be trained according to the schedule developed by the Tyler Project Manager for the Education Plan detailed in the Tyler Implementation Management Plan (DED-01).

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Attend training on completing Trial Run/Parallel processes Complete Trial Run/Parallel process steps, identify discrepancies and correct 	<ul style="list-style-type: none"> Perform test of Tyler Forms through process testing and training Train Project Team Leads/Subject Matter Experts on applicable Munis processing Train City on completing Trial Run/Parallel processes Train City on process of printing and testing forms
Subject Matter Expert / Other	<ul style="list-style-type: none"> Attend Training Complete Trial Run/Parallel process steps, identify discrepancies and correct 	
Project Team/Change Management Leads	<ul style="list-style-type: none"> Attend Change Management Coach sessions 	<ul style="list-style-type: none"> Deliver Coach Session based on Change Management Strategy

E.8.6 Report Training

Training will be conducted during all phases of the implementation on Tyler reporting. Tyler uses a “train the trainer” approach, which will provide the City Project Team the tools necessary to fully use the Tyler reporting tools and to train additional users on the subject matter as they see fit.

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Coordinate report training 	
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Attend report training 	<ul style="list-style-type: none"> • Conduct report training
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Attend report training 	

E.8.7 Requirements / Notes

- **Table Building and Set Up** –
 - All homework tasks will be listed on the project plan
- **Data Conversion** - 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 files
 - 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
 - Conversion validation 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. City must review and provide authorization to proceed to final conversions before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. This authorization to proceed 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.
 - Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions.
- **Forms Design**
 - City must receive bank approval for all check forms a minimum of thirty (30) calendar days before live processing. This testing is part of pre-live assessment.
- **Program Modifications/Interfaces**
 - Tyler will provide a separate DED 7 for each contracted program modification
- **SME Training**

- Training documents and videos used as prerequisites for 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. City will be responsible for printing the necessary documents for the users, as needed.
- Prior to scheduled training sessions, 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 Knowledgebase URL links to any referenced or required Munis navigational videos to City.
- **Change Management Coach Sessions**
 - Change Management Coach training will be delivered once for a maximum of 25 attendees.

E.8.8 Outcomes/Deliverables

- Deliverable:
 - None
- Project Outcomes:
 - Munis system has been configured to meet the functional requirements, SOW, and System Design Document (DED 5).
- Control Point(s):
 - Authorization to Proceed to Live Preparation

E.9 Live Preparation

This step allows the Project Team to review the status of the project and its readiness to go live on plan. As part of live preparation, City will complete user acceptance testing, end user training, final data conversions, and prepare a pre-live checklist.

E.9.1 User Acceptance Testing

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that user acceptance testing is all performed post end-user training, Tyler supports incremental user acceptance testing through trial run processing in Financials and parallel processing in Payroll and Human Resources. 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 user acceptance testing will expand to include End Users. Once the implementation project is complete, City will have sufficient time as identified in the agreement to conduct full user acceptance testing prior to go-live.

Tyler will schedule appropriate testing periods for both Conditional Acceptance and Final Acceptance as described in the Agreement into the project plan.

	City Role	Tyler Role
Steering Committee		

Project Manager	<ul style="list-style-type: none"> • Coordinate User Acceptance Test 	
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Conduct User Acceptance Test 	
Subject Matter Expert / Other		

E.9.2 End User Training

City trainers will provide training to all of City’s End Users. City will be responsible for End User Training.

E.9.3 End User Training

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Coordinate all logistics for End User Training 	<ul style="list-style-type: none"> • Provide template training materials and template training agendas
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Develop training materials • Train End Users 	<ul style="list-style-type: none"> • Schedule and track completion of training on the project plan
Subject Matter Expert / Other	<ul style="list-style-type: none"> • Attend Training 	

E.9.4 Pre-Live Planning

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • Meet to outline go-live steps, requirements and assignments • Evaluate readiness of City staff to perform live process from training and change management perspective 	<ul style="list-style-type: none"> • Meet to outline go-live steps, requirements and assignments • Evaluate readiness of City staff to perform live process from training and change management perspective
Project Team / Implementation Consultant		
Subject Matter Expert / Other	<ul style="list-style-type: none"> • City performs any desired stress testing 	

E.9.5 Final Data Conversions

	City Role	Tyler Role
Steering Committee		
Project Manager	<ul style="list-style-type: none"> • City ceases activities in applicable legacy applications 	

Project Team / Implementation Consultant	<ul style="list-style-type: none"> • City ceases activities in applicable legacy applications 	
Subject Matter Expert / Other	<ul style="list-style-type: none"> • City ceases activities in applicable legacy applications • City pulls Final Conversion data and submits to Tyler • City validates converted data using error reports, balancing reports, etc. • City accepts final conversions and authorizes them to be loaded in Live Database • Load data into Live environment 	<ul style="list-style-type: none"> • Execute program to convert submitted final data according to crosswalk • Work with City to confirm readiness to load data into Live environment

E.9.6 Requirements / Notes

User Acceptance

- User Acceptance periods will be scheduled in the project plan. Prior to User Acceptance, the system will be configured to meet all functional requirements.

End User Training

- End User Training will occur after User Acceptance is complete.
- Prior to scheduled training sessions, the Tyler and City will make sure the following prerequisites are met:
 - 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.
 - Tyler will provide interactive eLearnings to City via Tyler University. The eLearnings demonstrate basic functions including: navigation, general concepts and process flow, add/update/output, search, and a common toolbar.

Pre-Live Planning:

- NA

Final Data Conversions

- NA

E.9.7 Outcomes/Deliverables

- Deliverable(s):
 - Pre-Live Checklist (DED 8)
- Project Outcomes:
 - All end-users included in training plan are trained on system and business processes
 - City makes decision to go-live
- Control Point(s):
 - Signoff to Begin Live Processing

E.10 Live Processing

Upon the decision to go-live, Tyler’s consultants will assist City users in entering and completing transactions in the Live system as well as troubleshooting assistance for desired setup changes or data conversion issues.

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant		<ul style="list-style-type: none"> • Provide go-live assistance • Provide setup and data conversion troubleshooting
Subject Matter Expert / Other	<ul style="list-style-type: none"> • City users utilize Munis for live processing 	

E.10.1 Requirements / Notes

- City will track any open issues or new issues though the issues log during Live Processing.

E.10.2 Outcomes/Deliverables

- Deliverable
 - NA
- Project Outcomes:
 - City is using Munis for live processing

E.11 Post Live Process

After City is using the system for live processing, Tyler will provide additional training using actual City-processed data as outlined in the Requirements/Notes. A review of System Design document is done to ensure that the processes put into place using the Munis system are being adhered to, or adjusted as necessary.

City, with input and assistance from the Tyler, will be responsible to execute against the post-go-live support plan and provide post go-live support in order to complete the conversion to Munis. This will include functional and technical assistance from Tyler in the following areas, per phase:

- Problem analysis and resolution
- Problem tracking
- 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

	City Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	<ul style="list-style-type: none"> • Review policy and procedure decisions 	<ul style="list-style-type: none"> • On-site to resolve issues • Train City on SSRS Reporting Tools • Facilitate review of policy and produce decisions • Provide training on reconciliation process
Subject Matter Expert / Other	<ul style="list-style-type: none"> • City users utilize Munis for live processing • Record issues as identified 	<ul style="list-style-type: none"> • Provide custom reports that are in-scope

E.11.1 Requirements / Notes

- Within the proposed go-live and through coordination with City for the post-live plan, Tyler will provide post-go live support after go-live for each project phase.
- Tyler, within the proposed go-live, 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
- On-site or scheduled training sessions will be budgeted for and entered into the project plan. Non-scheduled support will also be available through Tyler Technical Support.
- Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional services. Additional assistance beyond that specified here will be considered out of scope and will require a change order.

E.11.2 Outcomes/Deliverables

- Deliverable(s):
 - Lessons Learned (DED 9)
 - Custom User Manuals (DED 10)

E.12 Phase Closure

This process allows for a formal transition to the Munis support team and a review of the lessons learned during this phase of the project in order to use these lessons on other phases or projects within City or at Tyler. Lessons learned will be gathered and documented at each status meeting, and the final lessons learned document will include the lessons documented throughout the project phase.

	City Role	Tyler Role
Steering Committee	<ul style="list-style-type: none"> Grant final acceptance 	
Project Manager	<ul style="list-style-type: none"> Coordinate final acceptance process Grant final acceptance for the phase 	<ul style="list-style-type: none"> Initiate transition to support Facilitate Lessons Learned discussion and develop lessons learned document
Project Team / Implementation Consultant	<ul style="list-style-type: none"> Document issues 	<ul style="list-style-type: none"> Troubleshoot and resolve issues related to user acceptance testing
Subject Matter Expert / Other		

E.12.1 Requirements / Notes

- Tyler’s consultants will perform training on the identified post-live processes.
- City-authorized users shall document and report issues through the provided Tyler support resources

E.12.2 Outcomes/Deliverables

- Project Outcomes:
 - Implemented system and Project satisfy all SOW terms and functional requirements as defined in Exhibit X of the Agreement
 - Transitioned to Tyler Support
 - Final Acceptance
- Control Point:
 - Acceptance of Project/Phase Closure

Section F: Homework Requirements

The following outlines major expectations, requirements and, activities surrounding the implementation of the Munis solution:

- Tyler will provide in writing to City the trainee prerequisites that must be completed prior to conducting all implementation or training sessions. All prerequisites will be identified on the project plan and communicated to City in agendas for each implementation or training session.
- Tyler will provide in writing to City project manager after each training or implementation session what tasks that must be completed prior to Tyler personnel returning to the site. These tasks will be shown on the site report after each site visit and posted on the project SharePoint site. All tasks will also be listed on the project plan.
- Homework assignments and tasks will also be listed on the Project Plan along with due date and owner
- Typical homework items are as follows:
 - Complete set up of tables and codes based on training conducted
 - Practice on processes learned
 - Review any delivered documents prior to attending scheduled training session
- Should City not be able to complete communicated prerequisites or tasks, the City project manager is to bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

Section G: Facility Requirements

The following outlines City's requirements for providing a suitable work location to be used by the project.

- 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 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.
- 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.
- 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.

Section H: Appendix

Appendix 1: Deliverable Expectation Document

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.

Deliverable Number: DED-1 (1-1)	
Deliverable Name: Implementation Management Plans	Phase: CROSS ALL PHASES
Objective: To provide procedures for project management and managing changes to the project scope, schedule or budget.	
Scope: Customized management plans to reflect City's specific project approach. Management plans will document specific project management processes that are agreed upon between City and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and contract with City. The management plan will include all information and procedures for all phases of the project.	
Format: Microsoft Word	
Outline: <i>Resource Management Plan (Project Roster)</i> <ul style="list-style-type: none">• Project Roster• Identify Tyler resources on project and specific roles/tasks for the project• Identify City resources and what meetings/roles/tasks each needs to be included on• Determine method for identifying/communicating on-site resources <i>Communication Management Plan</i> <ul style="list-style-type: none">• Definition of Project Communications• Communication Methods• Key Stakeholders / Audiences for Each Communication• Frequency of Communications• Roles and Responsibilities <i>Risk Management Plan</i> <ul style="list-style-type: none">• Definition of Risks• Risk Assessment Methodology• Risk Documentation <i>Quality/Testing Management Plan</i> <ul style="list-style-type: none">• Testing Process• Testing Criteria• Process for Resolving Testing Issues• Quality Review Process / Deliverable Quality Review• Overall Project Quality Standards <i>Schedule Management Plan</i> <ul style="list-style-type: none">• Identify process for making adjustments to schedule <i>Change Management Plan</i> <ul style="list-style-type: none">• Develop Change Management Strategy	

Deliverable Number: DED-1 (1-1)

- Identification of project concerns, risks and issues
- Determine the types, frequency and delivery of communications
- Identify City resources and what meetings/roles/tasks each needs to be included on

Education Management Plan

- 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?
- 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?
- 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 Project Team Leads)?
- Schedule
 - Who will determine the exact days for training?
 - Who will notify staff members?
 - How far in advance will the training schedule be built?
- Quality Control
 - How will City determine if attendees have learned required training outcomes?
 - How will follow up training be administered?

City Role:

- Attend project planning sessions scheduled by Tyler
- All project team members will participate in the development of these plans.

Tyler Role:

- Tyler will lead development of the plans and will have responsibility for documenting all decisions as part of the deliverable.

Acceptance Criteria:

- City project team has read, understands, and agrees with the procedures and schedules within the Implementation Management Plan
- The deliverable contains all the components specified in the Outline of this DED and the SOW

Deliverable Number: DED-1 (1-1)

- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-02 (1-2, 2-2, 3-2, 4-2)

Deliverable Name: Project Plan / Schedule

Phase: ALL

Objective: Task list with owners and due dates for successful completion of the project.

Scope: See SOW Section C.1

Format: Developed and maintained in MS Project and published on the Project SharePoint site.

Outline: The project plan will follow the Tyler Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, Deliverables, Control Points, review/acceptance periods, and other key project events.

City Role:

- Review project plan
- Contribute information necessary to complete and maintain project plan

Tyler Role:

- Provide initial on-site and remote session schedule to City for approval
- Create project plan
- Post project plan to Project SharePoint site

Acceptance Criteria:

- The City signs off on the project plan and schedule
- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-03 (1-3, 2-3, 3-3, 4-3)

Deliverable Name: User Manuals

Phase: 1,2,3,4

Objective: Provide documentation on standard Munis functions

Scope: Comprehensive user manuals for all Tyler modules purchased.

Format: MS Word

Outline:

- Overview of module
- Detailed description of how to generally complete tasks in Munis
- Identification of options, fields, and functions built into the Munis software.

Deliverable Number: DED-03 (1-3, 2-3, 3-3, 4-3)	
City Role:	
<ul style="list-style-type: none"> Review User Materials Update materials with City-specific steps and processes 	
Tyler Role:	
<ul style="list-style-type: none"> Provide training manuals on SharePoint. 	
Acceptance Criteria:	
<ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED and the SOW The training materials will be updated to reflect current features and functions in the software version that City is implementing. The respective Tyler and City project team members have resolved all material content and/or quality issues. The deliverable is free of formatting and spelling errors. 	

Deliverable Number: DED-04 (1-4, 2-4, 3-4, 4-4)	
Deliverable Name: Data Conversion Plan	Phase: 1,2,3,4
Objective: Document conversion option decisions, timelines, tasks and validation methods.	
Scope: All conversions listed in Section A.5 that City chooses to convert. As analysis sessions occur, the plan will be updated with scope of conversions, years of history, and fields to convert.	
Format: MS Excel	
Outline:	
<ul style="list-style-type: none"> Conversion options to be exercised Conversion options not to be completed, with description of change order action Timelines for each conversion option Reports and data validation recommendations 	
City Role:	
<ul style="list-style-type: none"> Attend conversion and applicable module analysis sessions Participate in planning discussions Review and accept the conversion plan 	
Tyler Role:	
<ul style="list-style-type: none"> Provide conversion analysis Provide conversion specifications and guidelines Provide guidance on proofing methods and tools Create and provide the conversion plan 	
Acceptance Criteria:	
<ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED and the SOW The respective Tyler and City project team members have resolved all material content and/or quality issues. Data has been proofed and accepted in a test environment by the City. The deliverable is free of formatting and spelling errors. 	

Deliverable Number: DED-05 (1-5, 2-5, 3-5, 4-5)	
Deliverable Name: System Design Document	Phase: 1, 2, 3, 4
Objective: To document the decisions and processes resulting from analysis and identify how City will use the Munis system.	
Scope: Detailed review and business process flows and configuration decisions for of each in scope functional area, module, and business process to identify the current needs, business process requirements, business process and Munis configuration decisions, and detailed set-up notes for how Munis will be used. The document is to contain workflow, and security information where applicable and include the Workflow Matrix and the Security Matrix.	
Format: MS Word and/or MS Excel	
<p>Sample Outline:</p> <p>Current Needs:</p> <ul style="list-style-type: none"> • Identification of current process • Analysis of Munis fit/gap <p>City Decision Making:</p> <ul style="list-style-type: none"> • Process flow / process description • Process Decisions • Munis Decisions • Follow Up Items <p>Detailed Munis set-up considerations</p> <ul style="list-style-type: none"> • Munis set up details • Workflow Decisions utilizing Workflow Matrix • Security Role recommendations utilizing Security Matrix • Modifications • Interfaces 	
<p>City Role:</p> <ul style="list-style-type: none"> • Participate in all meetings and make decisions • Review the documents provided by the Tyler project team • Identify any discrepancies • Ask for clarification from the Tyler team, if necessary 	
<p>Tyler Role:</p> <ul style="list-style-type: none"> • Complete deliverable documenting decisions and Munis details • Participate in meetings as required to gather information necessary to completed deliverable. • Post the analysis notes on the Project SharePoint site • Update deliverable based on feedback from the City 	
<p>Acceptance Criteria:</p> <ul style="list-style-type: none"> • The deliverable contains all the components specified in the Outline of this DED • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors. 	

Deliverable Number: DED-06 (1-6, 2-6, 3-6, 4-6)	
Deliverable Name: Static Environment Test (SET) Plan	Phase: 1,2,3,4
Objective: Prepare the test script based on City’s process and set up decisions through As Is and To Be analysis.	
Scope: Tyler will lead City in the step by step testing of City business process decisions built into the functionality of Munis. This test will enable City to see the way the system functions using their own data and business processes. Focus will be on helping City understand the impact the desired business processes will have on the way the system functions and the impact of the system on City business process decisions. The SET Test Plan will contain detailed testing scripts to test City business processes.	
Format: MS Word document	
Outline: <ul style="list-style-type: none"> Detailed test scripts by business process for each functional area/module in scope for the project. 	
City Role: <ul style="list-style-type: none"> Review the SET plan Provide feedback for additional processes to be tested 	
Tyler Role: <ul style="list-style-type: none"> Develop SET plan Modify SET plan prior to testing based on City feedback 	
Acceptance Criteria: <ul style="list-style-type: none"> The deliverable contains all the components specified in the Outline of this DED and the SOW The respective Tyler and City project team members have resolved all material content and/or quality issues. The deliverable is free of formatting and spelling errors. 	

Deliverable Number: DED-07 (1-7, 2-7, 3-7, 4-7)	
Deliverable Name: Program Modification / Interface Design Specifications	Phase: 1,2,3,4 (if applicable)
Objective: Review and understand City requirements for the customizations and interfaces. Specification will contain a description and details of the intended program modifications and custom interfaces to be delivered to address the contract item – this document identifies exactly where and how the application programs will be changed.	
Scope: Any Program Modifications and Interfaces added to the scope via an approved Scope Change.	
Format: Word document to detail design specifications	
Outline: Word document provided by Development that will describe the proposed functionality desired by City.	
City Role: <ul style="list-style-type: none"> City provides business practices and/or mandates that drive the need for the modification. City reviews the design specification with Development and Implementation. 	

Deliverable Number: DED-07 (1-7, 2-7, 3-7, 4-7)	
<ul style="list-style-type: none"> • City signs off on final design specification. 	
Tyler Role:	
<ul style="list-style-type: none"> • Development obtains City’s business practices and/or mandates that drive the need for the modification. • Development may suggest existing functionality to achieve the desired results. Implementation will provide relevant details for the City’s suggested future Munis business practices. • Development creates the design specification for the modification. • Development and Implementation review the design specification with the City. • Development updates the design specification with any requested changes, if applicable. • Implementation PM makes adjustments to the modification task dates in the project plan, as necessary. • Development obtains City sign-off of the design specifications. <p>Modify specifications if required after development of modification.</p>	
Acceptance Criteria:	
<ul style="list-style-type: none"> • The deliverable contains all the components specified in the Outline of this DED • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors. 	

Deliverable Number: DED-08 (1-8, 2-8, 3-8, 4-8)	
Deliverable Name: Pre-Live Checklist	Phase: 1,2,3,4
Objective: 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.	
Scope: Implementation will provide the City with a checklist of items needed to be completed for Go-Live	
Format: MS Excel	
Outline:	
Sample activities from a Payroll Go-Live Checklist:	
<ul style="list-style-type: none"> • Separation of duties between Payroll and HR determined and tested • Validate process of starting a payroll, switch T & A users • Review Dept. Time & Attendance process, proof reports • Verify GL Distribution Posting correctly- Finance Dept. approval • Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users 	
Checklist columns:	
<ul style="list-style-type: none"> • Item ID • Activity 	

Deliverable Number: DED-08 (1-8, 2-8, 3-8, 4-8)	
<ul style="list-style-type: none"> • Owner • Date Verified • City Approval (initials) • Notes/Comments 	
City Role:	
<ul style="list-style-type: none"> • Review and complete the list of items required for go-live. 	
Tyler Role:	
<ul style="list-style-type: none"> • Provide City with a list of items required for completion for the go-live, by phase. 	
Acceptance Criteria:	
<ul style="list-style-type: none"> • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and City project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors. 	

Deliverable Number: DED-09 (1-9, 2-9, 3-9, 4-9)	
Deliverable Name: Lessons Learned Document	Phase: 1,2,3,4
Objective: Document lessons learned to apply to future phases/projects	
Scope: All lessons learned specific to Munis implementation	
Format: MS Excel	
Outline:	
<ul style="list-style-type: none"> • ID • Date • Title • Phase • Lesson Value • Description and Impact • Recommendation(s) • Contact 	
City Role:	
<ul style="list-style-type: none"> • Gather feedback • Participate in lessons learned session • Document and archive lessons learned 	
Tyler Role:	
<ul style="list-style-type: none"> • Lead lessons learned session • Develop after action Change Management review plan for subsequent phases • Archive lessons learned 	
Acceptance Criteria:	

Deliverable Number: DED-09 (1-9, 2-9, 3-9, 4-9)

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and City project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-10 (1-10, 2-10, 3-10, 4-10)

Deliverable Name: Custom User Manuals

Phase: 1,2,3,4

Objective: Provide custom documentation on standard functions

Scope: Comprehensive, custom user manuals for the processes outlined in Appendix 2.

Format: MS Word

Outline:

- Overview of module
- Detailed description of how to complete tasks
- Identification of options, fields, and functions built into Tyler’s software.

Acceptance Criteria:

- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The training materials will be updated to reflect current features and functions in the software version that Client is implementing.
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Appendix 2: Custom Procedural Documentation

The following represents a listing of the in-scope processes that will be developed for the Custom Procedural Documentation (DED-08). Setup and code tables are not included. Some processes below may not be included if it is mutually determined in the analysis that a particular process will not be utilized. One comprehensive procedural document will be delivered for each module listed below, encompassing the module specific processes listed below. Once each respective custom procedural document is delivered, reviewed and accepted by the City, the City is responsible for revisions moving forward, should any business policies or processes change.

*DCT indicates this document could also be used for decentralized/non-core end user training

- **General Topics for all Modules**
 - Navigation (DCT)
 - Munis Office & Saved Reports (DCT)
 - Dashboard (DCT)
 - Tyler Content Manager (DCT)

- **General Ledger**
 - Adding a New Account
 - General Journal Entry
 - Recurring General Journal Entry
 - General Journal Approvals
 - Account Trial Balance Report
 - GL Account Inquiry (DCT)
 - YTD Budget Report (DCT)
 - Periodic Processing, including
 - Month End Processing
 - Year End Processing
 - Import GL Journals

- **Purchasing & Requisitions**
 - Overall Purchasing Process
 - Year End Carry Forward Balances
 - Vendor Maintenance
 - Requisition Entry (DCT)
 - Attaching Documentation (DCT)
 - Requisition Approval (DCT)
 - Requisition Conversion to PO
 - PO Entry Proof
 - PO Approvals (DCT)
 - PO Receiving (DCT)
 - Print PO's
 - PO Maintenance
 - PO Reports (DCT)

- **Accounts Payable**
 - Overall AP Process
 - Vendor Maintenance
 - Invoice Entry /Proof (DCT)
 - Recurring Invoice Entry
 - Scanning and Attaching Invoices using Bar Codes
 - Invoice Approvals (DCT)
 - Post Invoices
 - Check Run Process (Select Items to Be Paid, Print Checks, Cash Disbursement Journal)
 - EFT Processing
 - Create Positive Pay File for bank
 - Void Check Process
 - Invoice Maintenance
 - Retainage Processing
 - Check Reconciliation
 - AP Reports (DCT)
 - Vendor Central (DCT)

- **Budget**
 - Overall Budget Process
 - Define/Start Budget Projection
 - NY Budget Entry (DCT)
 - NY Budget Reports (DCT)
 - Roll/Factor/Merge Budget Projection
 - Next Year Budget Detail Approval (DCT)
 - Budget Transfer and Amendments (DCT)
 - Budget Transfer and Amendments Approvals (DCT)

- **Project/Grant Accounting**
 - Overall Project and Grant Accounting Process
 - Carry forward of prior year remaining project budget
 - Creation of Project and Grant
 - Reimbursement and Indirect Cost Process
 - Using Project Ledger
 - Project Reports (DCT)

- **Contracts**
 - Overall Contract Process
 - Contract Entry (DCT)
 - Contract Maintenance
 - Attaching Documentation (DCT)
 - Contract Approvals (DCT)

- **General Billing**

- Overall GB Process
- Customer File (DCT)
- Invoice Processing (DCT)
- Recurring Invoice (DCT)
- Invoice Approval (DCT)
- Employee Insurance Bills
- Assess Late Fees
- Print Bills and Statements
- Reports (DCT)
- **Inventory**
 - Overall Inventory Process
 - Adding an Inventory Item
 - Setting up Inventory Photos
 - Transaction Entry/History
 - Requisition Entry for Pick Ticket (DCT)
 - Pick Ticket Process
 - Inventory Receiving
 - Inventory Reports
 - Periodic Processing
 - Purging Pick Tickets
- **Fixed Assets**
 - Overall Fixed Asset Process
 - Adding/Importing a new asset
 - Posting Fixed Assets
 - Adjusting, Transferring and Retiring Assets
 - Depreciating Assets
 - Periodic Processing
 - Inquiry & Reports
 - GASB 34 Process Overview
- **Cash Management**
 - Interest Allocation
 - Cash Flow
 - Bank Reconciliation
 - Reports
- **Employee Expense Reimbursement**
 - Overall Employee Expense Process
 - Entering an Expense Claim (DCT)
 - Allocating an Expense Claim (DCT)
 - Approving an Expense Claim (DCT)
 - Converting an Expense Claim

- **Payroll**
 - Overall Salary & Benefit Projections Processing
 - Projection Start & Status
 - Projection Processing
 - Projection Pay Types
 - Projection Job Class
 - Projection Salary Tables
 - Projection Position Control
 - Projection Allocation Maintenance
 - Projection Employee Master
 - Projection Employee Job/Salary
 - Projection Employee Deductions/Benefits
 - Projection Contract Increases
 - Projection Step Increases
 - Projection Longevity Report
 - Projection Salary Calculate
 - Projection Benefit Calculate
 - Post Projection Data to Budget
 - Update Live Position Control
 - Overall Payroll Process
 - PR Start & Status
 - Time Entry (DCT)
 - Time Entry Approval (DCT)
 - Time Entry Import to PR
 - Void Payroll
 - Misc. Payroll
 - Payroll Vendor Processing
 - Overall HR Process
 - Employee Certifications
 - Employee Evaluations
 - Case Management
 - Training Courses
 - Employee Training
 - Training Forecast Report
 - Training Hours Completed Report
 - Overall Personnel Actions Process
 - Actions Entry (DCT)
 - Personnel Actions Setup
 - Rapid Entry
 - Condensed Pending Master File
 - Actions Inquiry (DCT)

- **HR Benefits Enrollment**
 - Overall Open Enrollment Process
 - Overall Life Event/New Hire Enrollment
 - Benefit Election Setup
 - Online Benefit Enrollment
 - Election Approval and Posting Process
 - 834 File layout and setup
- **Applicant Tracking**
 - Overall Applicant Tracking Process
 - Applicant Processing Setup
 - Applicant Review
 - Applicant Master
 - Pending Applicants
- **Work Orders/Fleet & Facilities**
 - Overall Work Order/Fleet & Facilities Process
 - Service Requests (DCT)
 - Maintenance Programs
 - Work Order Processing – New
 - Work Order Processing – In Progress
 - Work Order Processing – Completed
 - Inquiry & Reports (DCT)
- **EnerGov**
 - Application Management
 - Business License
 - Code Management
 - Contact Management
 - Impact Management
 - Inspection Management
 - Object Management
 - Permit Management
 - Plan Management
 - Professional License
 - Project Management
 - Rental Property Management
 - Request Management
 - Tax Remittance Management
 - System Setup – multiple areas
 - Payments
 - Reports
 - GIS

Appendix 3: Tyler System Specifications

TYLER SYSTEM SPECIFICATIONS

Rev. 20161111

Tyler Technologies applications are designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Tyler SaaS clients should disregard any references of “on-premises” specific requirements.

ON-PREMISES SERVER REQUIREMENTS

Overview

Tyler supports several server environment deployment types including high availability configurations, virtualized environments and dedicated testing environments; the following requirements are for a standard deployment. Unless otherwise noted, all specifications include non-production environments (e.g. Train and Test).

Operating system, database, and application software is included for reference only. It is the client’s responsibility to properly license Microsoft software and procure required infrastructure.

Storage

Hard disk space specifications include a combination of internal hard drives and SAN storage device for many servers. Storage requirements are included for each server for capacity planning purposes. A fiber controller is strongly recommended for dedicated database servers and virtualized environments connecting to the SAN device for performance and redundancy reasons; iSCSI is sufficient for all other servers. For larger SQL installations, configuring the TEMPDB files on dedicated solid state drives can significantly improve SQL performance. SQL Server Enterprise Edition is required for “at-rest” data encryption using Transparent Data Encryption (TDE).

High Availability

Tyler supports a variety of high availability (HA) server configurations. Tyler’s recommended configuration is a virtualized environment used in conjunction with replication products such as VMware Site Recovery Manager or Veeam Backup and Replication. For environments requiring multiple dedicated SQL Server servers, SQL Server AlwaysOn Availability Groups is recommended (note, AlwaysOn requires SQL Server Enterprise Edition). A hardware-based network load balance appliance is required when using multiple application servers. Clients should contact Tyler Installation Services when considering these advanced configurations.

Tyler will work with every client to help determine the best configuration to meet their infrastructure needs, however it is typically the responsibility of the client (or their hardware vendor) to configure advanced HA environments.

Virtualization Support

Tyler Technologies supports VMware vSphere and Microsoft Hyper-V for virtualizing Windows servers. It is a requirement that a Storage Area Network (SAN) or RAID 10 direct attached storage be used when configuring a virtualized solution and the system should be configured such that virtualized guests are given dedicated memory. VM provisioning is the responsibility of the client; Tyler Technologies does not offer any training or installation services for the VMware or Microsoft Hyper-V.

General Server Requirements

SERVER	COMPONENT	REQUIREMENT
All Servers	General	Server dedicated to this Tyler product Microsoft Windows Certified Server (nationally recognized brand) External backup solution Gigabit Ethernet RAID storage
	Operating System	Microsoft Windows Server 2012R2 Standard
	System Software	Additional Microsoft components will be downloaded, including Microsoft Silverlight, Microsoft VCSASP, and Visual C++ Runtime Libraries
	Network Environment	Domain with Active Directory Services
Database Servers		
	All other Tyler applications	Microsoft SQL Server 2012 or 2014 Standard or Enterprise [1]

[1] Requires Oracle Named User or Application License.

[2] SQL Server Enterprise Edition is only required for advanced RDBMS functionality including SQL AlwaysOn Availability Groups for high-availability, and SQL Server TDE for at-rest data encryption.

Hardware Requirements

Munis – Up to 100 Users

The following outlines server infrastructure required for a Munis implementation sized up to 100 concurrent Munis users.

COMPONENT	App/DB	CMS	External Web
Number of Servers	1	1	1
Processor - Physical	2x 2.0GHz 4 Core	2x 2.0GHz 4 Core	1x 2.0GHz 4 Core
Processor – Virtual Cores	4	4	2
Memory	32GB	24GB	12GB
Storage	400GB-750GB	300GB	100GB

Munis – Up to 250 Users

The following outlines server infrastructure required for a Munis implementation sized up to 250 concurrent Munis users.

COMPONENT	App/DB	CMS	External Web
Number of Servers	1	1	1
Processor - Physical	2x 2.0GHz 4 Core	2x 2.0GHz 4 Core	1x 2.0GHz 4 Core
Processor – Virtual Cores	4-6	4	2
Memory	56GB	24GB	12GB
Storage	650GB-1.5TB	300GB	100GB

Munis – Up to 500 Users

The following outlines server infrastructure required for a Munis implementation sized up to 500 concurrent Munis users. At this size, Tyler recommends separate infrastructure for non-production environments (e.g. Train, Test).

Sites with more than 500 concurrent Munis users should contact their Tyler Sales Representative or Tyler’s Installations Department for a customized configuration.

Production Environment

COMPONENT	App [1]	DB [2]	CMS	External Web
Number of Servers	2	2	1	1
Processor - Physical	2x 2.0GHz 4 Core	2x 2.4GHz 4 Core	2x 2.0GHz 4 Core	1x 2.0GHz 4 Core
Processor – Virtual Cores	4 vCPUs	4-6 vCPUs	6 vCPUs	2 vCPUs
Memory	32	48	24	18
Storage	300GB	2TB-4TB	300GB	100GB

[1] Multiple application servers for the production environment require a Network Load Balancer.

[2] SQL Server Enterprise Edition required for SQL Server Always On.

Non-Production Environment

COMPONENT	App	DB	CMS	External Web
Number of Servers	1	1	1	1
Processor - Physical	1x 2.0GHz 4 Core	1x 2.4GHz 4 Core	1x 2.0GHz 4 Core	1x 2.0GHz 2 Core
Processor – Virtual Cores	4 vCPUs	2 vCPUs	4 vCPUs	2 vCPUs
Memory	32	32	24	16
Storage	300GB	2TB-4TB	300GB	100GB

Server Definitions

Consolidated Munis Application & Database Server (App/DB)

Hosts the presentation, core, and databases components for Munis. An SSL Certificate is required for this server.

Dedicated Munis Application Server (App)

For Munis clients with 250+ users; hosts the presentation components for Munis. An SSL Certificate is required for this server.

Database Server (DB)

The SQL server houses the SQL databases and core application server components for Munis. Munis runs in IIS and is accessed via HTTPS. An SSL Certificate is required for this server.

Content Management Server (CMS)

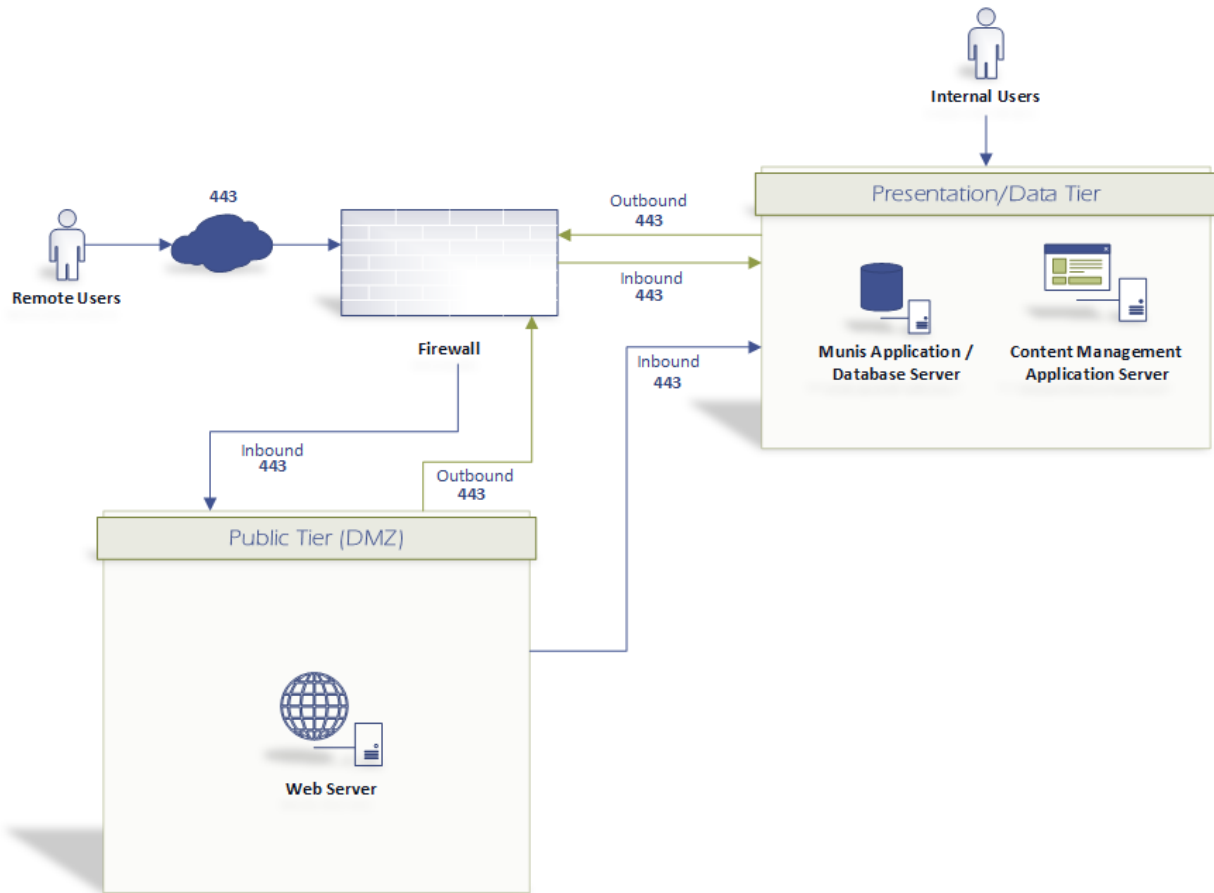
This internal server houses the application server components for Tyler Content Manager and, if applicable, ExecuTime.

External Web Server (External Web)

This external web server hosts all externally accessible Munis products. Users access this server via HTTPS. An SSL Certificate is required for this server.

Configuration Diagram

STATEMENT OF WORK
ERP SYSTEM IMPLEMENTATION



NETWORK AND SECURITY REQUIREMENTS

Tyler applications communicate over TCP/IP and a network infrastructure of 10/100 Mbps between workstation and server and gigabit (1000 Mbps) connections between on-premises servers is highly recommended.

On-premises installations require external web servers reside in a Firewall DMZ. On-premises clients must obtain a 1024-bit (minimum) SSL certificate for all web and application servers to encrypt all traffic over HTTPS between the server and end users.

Bandwidth Requirements

Bandwidth usage can vary depending on application user type and their daily functions. Based on benchmarks through Tyler's SaaS data center and Test Lab, Tyler recommends the following bandwidth requirements:

Client to Server:

- Minimum: Mobile broadband connection
- Recommended: 10/100 Mbps network connection
- 20-25 Kbps per concurrent user session

Server to Server (on-premises only):

1GBps network connection

Server to Disk Subsystem (on-premises only):

- Server environments up to 250 concurrent users: iSCSI
- Server environments over 250 concurrent users: Fiber

Tyler highly recommends sites with many anticipated remote users 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, especially those considering Tyler SaaS Hosting.

Remote access options for on-premises installations such as Remote Desktop Services (RDS), RemoteApp and Citrix are supported and recommended for low bandwidth environments.

Application Authentication

Most back office Tyler applications use Microsoft Active Directory (AD) for authentication. Once a user is authenticated, integrated application role based security determines what applications, processes, records, and fields the user has access to.

On-premises hosted configurations use a clients existing AD environment allowing end users to use their existing AD credentials for application authentication. Select Tyler applications leverage single sign-on (SSO) to automatically authenticate an end user based on the credentials logged into the current workstation, while others prompt for AD credentials. Tyler servers must be a member of a domain that includes AD user accounts for all back office users. It is also highly recommended that all workstations used to access back office applications are a member of the same domain to ensure an optimum end-user sign on experience. Active Directory setup and maintenance is the responsibility of the client.

Tyler SaaS hosted configurations use a Tyler SaaS hosted Microsoft AD environment. End users are assigned application specific credentials and prompted to enter these credentials when accessing Tyler applications. End users can set their own password and site administrators can create, disable, lock, unlock, and reset passwords for user accounts. Tyler SaaS also employs a password policy for all end users.

Dedicated Self Service applications provide external access to Employees, Vendors, and Citizens. All Self Service applications use application-based authentication where credentials are managed within the application directly. Administrators can create and maintain user accounts or, for many applications, allow end users to register and create their own account. Self Service applications include a number of password controls including defining password complexity, password expiration, invalid login attempt account lockout, and allowing users to easily reset their own password. On premises hosted clients also have the option of using Active Directory authentication for Munis Employee Self Service.

Email Server Integration

An SMTP email server is required for sending application notifications. Any email server can be used for email notifications however; Microsoft Exchange is required for the following advanced functionality:

Automated scheduling in areas such as Munis Scheduler Central used with Munis Permitting, Munis Work Orders and Munis Utility Service Orders, and Munis Work Order Facilities room reservations.

Appointment creation on records directly from Munis.

END-USER REQUIREMENTS

Microsoft Windows Workstation Requirements

COMPONENT	REQUIREMENT [1]
Workstation	Microsoft Windows Certified PC (Nationally recognized brand)
Processor	Multi-Core CPU
Operating System	Windows 7 and later
Memory	4GB RAM
Disk Space	500 MB
Network	Gigabit Ethernet/member of a domain
Required Software [2]	Microsoft .NET Framework 4.5 Microsoft Silverlight 5.1 Java Runtime Environment 8
Productivity Software	Microsoft Office 2010, 2013, 2016 Microsoft Office 365 (requires desktop client) Microsoft Office 2007 is supported for Excel and Word exports only; Munis add-ins are not supported

[1] 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.

[2] Microsoft .NET is required for Tyler Cashiering only. Microsoft Silverlight is required for EnerGov, and select Munis Central applications. Java is required for advanced Tyler Content Manager functionality only.

Browser Compatibility

BROWSER	NOTES
Microsoft Internet Explorer 11	Supported
Google Chrome (latest version)	Supported with Munis HTML applications, Self-Service portals.
Mozilla Firefox (latest version)	Supported with Self-Service applications.

Apple macOS Workstation Requirements

For optimal user experience, Tyler recommends all Mac workstations used for back office access (non Self Service) leverage macOS Keychain Access to store credentials or an authentication solution such as Microsoft Web Application Proxy. Refer to *macOS Limitations* for additional information regarding using Tyler applications with macOS.

COMPONENT	REQUIREMENT [1]
Operating System	macOS 10.10 or later
Processor	1.8 GHz Intel minimum, 2.5GHz Intel recommended
Memory	4GB RAM
Disk Space	500 MB
Required Software [2]	Microsoft Silverlight 5.1
Productivity Software	Microsoft Office for Mac 2011, 2016 Microsoft Office 365 (requires desktop client)

[1] 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.

[2] Microsoft Silverlight is required for EnerGov, and select Munis Central applications.

Browser Compatibility

BROWSER	NOTES
Apple Safari 9.1 or higher	Auto-updates must be enabled.
Mozilla Firefox (latest version)	Supported with Munis Self-Service.

Limitations with macOS

The following Tyler applications or select application functionality is not supported on macOS. This functionality can be obtained using alternative solutions such as RDS to a Windows environment or “Windows on Mac” virtualization (e.g. Parallels Desktop for Mac, VMware Fusion).

Munis

Munis is fully supported on macOS with the following exceptions:

Microsoft Office for Mac does not support connections to SQL OLAP cubes. Due to this Microsoft limitation, Mac users cannot access Munis Cubes.

Munis Next Year Budget Entry (NYBE) for Excel is a Microsoft Excel add-on is one of several ways users can input and maintain information related to next year budget entry. This add-on is only available for Microsoft Excel (2010 and higher) on Windows platforms.

SQL Server Reporting Services reports cannot be created or modified.

Tyler Content Manager

Advanced Tyler Content Manager functionality such as batch document scanning is not supported on macOS.

Mobile Device Options

Tyler offers a number of mobile options to access and process Tyler select applications and functions from a mobile and/or touch-enabled device.

APPLICATION	ANY MOBILE DEVICE	WINDOWS TABLET	WINDOWS PHONE	iOS	ANDROID
Munis Application Suite	Web App	Web App		Web App	Web App
Munis Field Inspector		App	App		
Munis Self-Service	Mobile Web	Mobile Web	Mobile Web	Mobile Web	Mobile Web
Munis Workflow	Email	App	App	App	App
Munis Work Orders		App		App	App

App: Native mobile app.

Mobile Web: Mobile optimized web site. Not all devices tested regularly.

Web App: HTML applications only. Not all devices tested regularly. Not all web applications optimized for mobile devices / smaller screens. Some applications may require remote access configuration by client.

Email: Munis Workflow can send emails with links to process workflow from any device.

PERIPHERALS

Printers

Most application forms and reports allow users to print directly to any printer accessible from their workstation. Tyler recommends using laser printers for universal compatibility for all applications. Workgroup class laser printers are required for select print jobs.

PRINTER TYPE	Reports	Forms	Additional Criteria/Notes
HP or HP Compatible Laser Printer	Yes	Yes	PCL 5 or above

Scanners

Tyler Content Manager (TCM) supports two methods of batch scanning documents. Documents can be scanned to a file system (e.g. network share), then batch imported into TCM. Documents can also be scanned directly into TCM using a scanner attached to a workstation.

The first method only requires a scanner capable of scanning to a file system. The second method requires a TWAIN compliant scanner. Tyler highly recommends using an approved scanner referenced in the Scanner Compatibility Chart below for full functionality. Tyler also recommends verifying driver compatibility with your operating system for any scanner considered.

SCANNER BRAND	SCANNER MODEL	
Canon	CR-190i	DR-7550C
	DR-2510C	DR-7580
	DR-3010C	DR-9050C
	DR-4010C	DR-9080C
	DR-5010C	DR-M160
	DR-6050C	DR-X10C
	DR-M140	DRC-125
	DR-M160	DR-C125
	DR-6030C	
Fujitsu	Fi-5750C	Fi-6240Z
	Fi-5900C	Fi-6670
	Fi-5990C	Fi-6770
	Fi-6040Z	Fi-7160
	Fi-6110	Fi-7260
	Fi-7180	Fi-7280
	Fi-6110	
Graphlex	CS500 Pro*	
Hewlett Packard (HP)	ScanJet 8250*	ScanJet 8390*
	ScanJet 8350*	
Panasonic	KV-S7075C	KV-S1057C
	KV-S5046H	KV-S1027C
	KV-S2087	KV-S1015C
Xerox	Documate 152*	

* Not fully supported. These scanners have not been tested in our lab. They are in use by one or more customers and may have issues that have not been reported.

Barcode Label Printer for Invoice Batch Scanning

Batch Invoicing using TCM requires a desktop bar code label printer for each workstation that enters invoices. At the time of invoice entry, a placeholder document is created in TCM and the printer prints a 3 x 1 barcode label. The label will be affixed to each invoice.

While any label printer capable of printing PDF images will work, Tyler recommends selecting one of these certified models.

MODEL	RECOMMENDED LABELS
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Zebra GX420d Zebra Z-Select 4000D 3" x 1" labels (Mfg. Part: 10010043)

(Mfg. Part: GX42-202411-000)

Brother QL-700 Brother DK-1201 standard address labels

Tyler has reviewed and approved the City's submitted server configuration:

Server info.

Four Dell R720 Servers Config:

VMWare 5.1 will be upgraded to 6 in the coming year

Two Intel Xeon E5-2660 2.20GHz, 20 M Cache, 8.0GT/s QPI, Turbo, 8 C, 95W, Max Mem
1600MHz

132 GB Ram

Two Intel X540 Dual Port 10GB Ethernet Cards: Servers Primary and Secondary. Second port
in each card future VMWare VSAN.

Two Intel I350 Quad Port 1GB Ethernet Cards: ISCSI Primary and Secondary

Storage

EMC VNXe 3150

Dual Controllers 6 1GB eth ports

Twelve 600GB 15K Drives in unit

Twelve 600GB 15k Drives in Shelf #1

Twelve 3TB Drives in Shelf #2

Database system Pools are set to RAID 10 rest are set to RAID 5

Server Lic Windows Server 2012 Data Center

Active Directory

MS Exchange will be online in February



Exhibit F

Functional Requirements Responses

Incorporated by reference