

AGREEMENT

This agreement (“Agreement”) is made this ____ day of March, 2013 (“Effective Date”) by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 (“Tyler”) and El Dorado County, with offices at 360 Fair Lane, Placerville, California 95667 (“Client” or “County”).

WHEREAS Client issued a Request for Proposal #12-918-049 (“RFP”) for the purpose of acquiring Financial, Payroll, and Human Resources Management System and Implementation Services (“Systems”);

WHEREAS Tyler responded to Client’s RFP with a Proposal dated May 22, 2012;

WHEREAS Client, on [Please insert date of award] awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

WHEREAS, Tyler has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 (“Investment Summary”) and related interfaces (collectively, the “Tyler Software Products”) and Tyler user guides provided in or with the Tyler Software Products (“User Guides”) for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable and without expiration, subject to the restrictions on use and other terms set forth in this Agreement.
- b. Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c. The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.

- e. Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Subject to Section E (22), Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
 - f. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
 - g. Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User Guides for internal use only.
 - h. Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.
 - i. In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manger is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.
2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.
3. Functional Requirements. The Tyler Software Products provided to Client pursuant to this Agreement shall, upon being made available for use in live production, meet all of the requirements identified as "Fully Provided 'Out-of-the-Box'" in Tyler's Proposal, attached hereto as Exhibit 8.
4. Verification of the Tyler Software Products.
- a. Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):
 - i. Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides, which shall comport with the standards set forth in this Agreement and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or
 - ii. Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.
 - b. Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A(4).

- c. Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.
5. Limited Warranty. For the purposes of this Agreement, a “Defect” is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler’s written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is “Defective” if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler’s then-current support call process (Tyler’s current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client’s sole remedy should Tyler be unable to cure the Defect or provide a replacement product.
6. Intellectual Property Infringement Indemnification.
- a. Tyler’s Obligations. Notwithstanding any limitations of liability contained herein, Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party’s registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
 - b. Client’s Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:
 - i. Promptly notifies Tyler in writing of any such claim;
 - ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
 - iii. Consents to Tyler’s sole control and authority with respect to the defense, settlement or compromise of the claim.
 - c. Exceptions to Tyler’s Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
 - i. Client’s use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
 - ii. Client’s combining the Tyler Software Product with devices or products not provided by Tyler;
 - iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
 - iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
 - v. Use of the Tyler Software Product by any person or entity other than Client or Client’s employees; or
 - vi. Client’s willful infringement, including Client’s continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software

Product is or is likely to become the subject of a claim hereunder.

- d. Remedy.
 - i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 1. Procure for Client the right to continue using the infringing Tyler Software Products;
 2. Modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or
 3. Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
 - ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

7. Limitation of Liability. In no event will either party be liable to the other for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, each party's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Software fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services. The items on the Investment Summary described as “Change Management Consulting Solution” and “Tyler Consulting Services” shall include those services described in Exhibits 7 and 6, respectively.
2. Professional Services Fees.
 - a. Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.
 - b. Verification in accordance with Section A (3)(a) will be provided without additional charge.
 - c. Payment is due within thirty (30) calendar days of invoice receipt.
 - d. Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee of twenty-five dollars (\$25) per week of onsite services will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.
 - e. Tyler represents and warrants that it thoroughly examined the Request for Proposal and, based thereon and Tyler's knowledge and experience of software implementations, offers the services listed in Exhibit 1 as sufficient to reasonably implement the licensed software.
3. Additional Services.
 - a. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates. The foregoing notwithstanding, Client may acquire additional Training days at a daily rate of \$1,175 and additional Consulting days at a daily rate of \$1,275

- for thirty (30) months from the Effective Date.
- b. Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.
4. Limitation of Liability. In no event shall either party be liable to the other for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Each party's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.
5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.
6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.
2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. The foregoing notwithstanding, increases to the annual Maintenance fees for the Tyler Software Products set forth in Exhibit 1 will accord with the following schedule:
- a. Year 2 fees increase will be no more than 3% more than the list prices (undiscounted) for the Tyler Software Products listed in the Investment Summary;
 - b. Year 3 fees will increase no more than 3% more than the previous year's fees;
 - c. Year 4 fees will increase no more than 4% more than the previous year's fees;
 - d. Year 5 fees will increase no more than 4% more than the previous year's fees;
 - e. Year 6 fees will increase no more than 5% more than the previous year's fees and
 - f. Year 7 fees will increase no more than 5% more than the previous year's fees.
3. Payment.
- a. Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.
 - b. Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.

- c. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.
4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:
 - a. In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
 - b. Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
 - c. Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
 - d. Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
 - e. Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
 - f. Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.
5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.
6. Client Responsibilities.
 - a. Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
 - b. Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.
7. Limitation of Liability. In no event shall either party be liable to the other for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Each party's liability for damages and expenses arising out of this Maintenance Agreement,

whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the “Third Party Products”).
2. License of System Software.
 - a. Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
 - b. The developer of the System Software (each a “Developer”, collectively “Developers”) shall retain ownership of the System Software.
 - c. The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
 - d. Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Subject to Section E (22), Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
 - e. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
 - f. Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.
3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.
4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.
5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.
6. Warranties.
 - a. Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
 - b. Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all

- liens and encumbrances arising through Tyler.
- c. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.
7. Maintenance.
- a. In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
 - b. In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
 - c. In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.
8. Limitation of Liability. In no event shall either party be liable to the other for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Each party's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.
2. Invoice Dispute.
 - a. In the event Client believes products or services do not conform to the requirements of this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
 - b. Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.
3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster,

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

Force Majeure will not be allowed unless:

- a. Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b. Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

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

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

4. Indemnification.

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

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

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

- a. Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals

consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

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

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

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

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

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile. This Agreement shall be deemed entered into in El Dorado County, California, and, therefore, any action arising out of this Agreement shall be filed in El Dorado County, California.
9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.
12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.
13. Amendment. This Agreement may only be modified by written amendment signed by authorized

representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.
15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.
16. Approval of Governing Body. Each party represents and warrants to the other that this Agreement has been approved by its governing body and is a binding obligation upon that party.
17. No Assignment. Neither party may assign its rights and responsibilities under this Agreement without the other party's prior written permission, not to be unreasonably withheld. The foregoing notwithstanding, Tyler may, without the prior express written consent of the Client, assign the award or the mutually negotiated contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.
18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.
19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
 - 1) Actually received,
 - 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - 3) Upon receipt by sender of proof of email delivery, or
 - 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
1 Cole Haan Drive
Yarmouth, ME 04096
Attention: Contracts Manager

El Dorado County
360 Fair Lane
Placerville, California 95667
Attention: Chief Technology Officer

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

As such, Tyler exclusively assumes responsibility for acts of its employees and associates, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment. Tyler shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and, except as otherwise set forth herein, including without limitations this Agreement's provisions with respect to Limitation of Liability and Indemnity, shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Tyler or its employees except as is otherwise deemed an obligation pursuant to state or local law.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
- 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; and
 - d. Workers compensation complying with statutory requirements.

El Dorado County, its officers, officials, employees and volunteers are added as additional insured with respect to Commercial General Liability Insurance.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:
- a. At the time of the disclosure is in the public domain;
 - b. After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
 - c. A party can establish by reasonable proof was in that party's possession at the time of disclosure;
 - d. A party receives from a third party who has a right to disclose it to that party; or
 - e. Is subject to Freedom of Information Act or California Public Records Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.
23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior

written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.
26. Business License. County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.
27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.
28. Notice to Proceed. Tyler shall not commence provision of services under this Agreement until receiving a written Notice to Proceed from the County's Contract Administrator. County may elect to issue multiple Notices to Proceed, each pertaining to a specified phase of the overall project as described in the mutually agreed project plan. The foregoing notwithstanding, Client shall timely and reasonably issue any Notices to Proceed in accordance with the mutually agreed Project Plan..

Tyler shall submit its proposed Project Plan to County within forty-five (45) days of the end of the Kick-Off meeting. County shall then have five (5) days to review and comment on the proposed Project Plan. The Project Plan shall contain a detailed schedule for delivery of each phase of the overall project, including anticipated start and end dates for each phase. .

29. Suspension of Work. County reserves the right to order Tyler to suspend work for up to sixty (60) days on all or any portion of the overall project for which Tyler has been authorized to commence work. Client acknowledges that any such suspension may require revision of the mutually agreed Project Plan.
30. Payment Terms.
 - a. The total amount of this Agreement for the present scope, not including maintenance services, shall not exceed \$2,613,377 unless otherwise authorized by the Client. The not to exceed amount includes expenses estimated and based on the present scope (in accordance with Tyler's Best and Final Offer dated November 2nd, 2012) and costs. This not to exceed requirement is contingent on Client timely fulfilling all of its obligations in accordance with this Agreement and is subject to modification in conjunction with Section B(5) ("Cancellation") and any authorized scope changes.
 - b. Tyler shall submit invoices to County include sufficient detail of the products or services for which fees are payable, including applicable expenses incurred in accord with the requirements of this Agreement and indication of the applicable milestone, if any . Tyler shall provide such additional detail in support of such invoices as is reasonably requested. Invoices shall reference this Agreement number. Invoices shall be mailed to County at the following address or to such other address as the County requests:

County of El Dorado
360 Fair Lane
Placerville, California 95667

- c. Subject to Section E.2 (“Invoice Dispute”) above, County agrees to pay Tyler within thirty (30) days of receipt of an invoice.
- d. Tyler shall invoice Client \$218,590 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.
- e. Tyler shall invoice Client \$483,430 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:
 - i. 50% of the Tyler software license fees (\$437,180)
 - ii. 100% of the System Software license fees (\$46,250)
- f. Tyler shall invoice Client the Hardware fees of \$1,650 upon delivery of the Secure Signature Hardware conforming to the specifications, if any, in this Agreement and the Proposal.
- g. Tyler shall invoice Client the Hardware fees of \$25,505 upon delivery of the BMI Hardware conforming to the specifications, if any, in this Agreement and the Proposal.
- h. Tyler shall invoice Client the Hardware fees of \$4,715 upon delivery of the Cash Station Hardware conforming to the specifications, if any, in this Agreement and the Proposal.
- i. Tyler shall invoice Client \$9,250 upon installation of the Tyler Software Products conforming to the requirements, if any, in this Agreement and the Proposal. Such amount equals 100% of the year 1 maintenance fee for Tyler Unlimited Client Access.
- j. Tyler shall invoice Client the Part Time Project Manager monthly fee of \$11,750 (Thirteen (13) month total of \$152,750) on a monthly basis, in arrears, for the thirteen (13) month period commencing upon Project Kick-off.
- k. Tyler shall invoice Client the last 25% of the license fees for the Tyler Software Products (\$218,590) upon of the Tyler software license fees, upon the earlier of sixty (60) days after the first go live date for the Tyler Software Products licensed pursuant to this Agreement or the first go-live date of the Tyler Software Products as specified in the mutually agreed Project Plan, not in any event to exceed two (2) years. In the event said live date is delayed, and such delay is wholly attributable to Tyler’s action or inaction inconsistent with it rights and responsibilities pursuant to this Agreement, Client may delay the payment required pursuant to this section 30(k) by an amount of time equal to such delay.
- l. Tyler shall invoice Client Tyler Consulting Services fee of \$332,000 as follows:
 - i. 50% upon delivery of Best Practice Recommendations in accord with the requirements of this Agreement, by module and
 - ii. 50% upon delivery of Desktop Documents Recommendations in accord with the requirements of this Agreement, by module. . Module breakdown, including applicable fee, is listed in the Investment Summary.
 - iii. Notwithstanding any language to the contrary in this section, no invoice shall issue for Tyler Consulting Services before July 1, 2013.
- m. Tyler shall invoice Client the Change Management Consulting Solution fee of \$75,000 in accord with the following table:

Milestone	Payment Description	Amount
Change Management Discovery Analysis, Change Management Plan and Strategy Presentation	Sign-off on Analysis Results and Change Management Plan Presentation	\$15,000.00
Sustaining & Reinforcing Change	Delivery of Executive Playbook, Change Management Plan & Resistance Management Plan	\$30,000.00
Change Management Coach Training	Completion of Onsite Coach Training Sessions	\$20,000.00
Change Management After-Action Review Audit	Delivery of Phase 1 Post-Live Lessons Learned.	\$10,000.00
	Total	\$75,000.00

Notwithstanding any language to the contrary in this section, no invoice shall issue for Change Management Services before July 1, 2013.

- n. The fee for Tyler Forms Configuration will be invoiced upon completion of Tyler Forms Installation.
- o. The fees for Tyler Forms Libraries will be invoiced upon Client authorization to load Forms Library onto Tyler Forms Server, by library.
- p. Fees for individual conversions will be invoiced upon Client authorization to load such conversion data into the Live environment.
- q. Fees for the 292 Training Days and the 78 Consulting Days in the Investment Summary shall be invoiced upon mutually agreed milestones based on the mutually agreed Project Plan to be timely developed after the Kick-Off meeting. Such milestones will be added to this Agreement by written amendment and will coordinate with identified points in Tyler's standard implementation methodology that include Client approval before progression to the next step in the implementation.
- r. Unless otherwise indicated, Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred. The foregoing notwithstanding, fees for Implementation days, Consulting days and Conversions will be invoiced monthly in arrears after such services are delivered in accordance with the requirements of this Agreement.
- s. Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. An estimate of travel expenses based on the current scope is included in the Investment Summary and included in the not-to-exceed amount specified above. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit 4.
- t. Payment is due within thirty (30) days of the invoice date.
- u. The year one Tyler software maintenance fees of \$198,721 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products, subject to Section C (2).

- v. Client acknowledges and agrees that any authorizations, approvals or acceptances by Client in connection with these payment terms shall be timely provided and not be unreasonably withheld, Tyler's provision of products or services otherwise in accordance with the terms and conditions of this Agreement shall entitle it to payment of any such fees.

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

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

- 32. Disaster Recovery. If acquired, Disaster Recovery service will renew automatically for additional one (1) year terms at Tyler's then-current Disaster Recovery fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.
- 33. Operating System/Database Administration. If acquired, OS/DBA Contract Services will renew automatically for additional one (1) year terms at Tyler's then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.
- 34. Optional Items. Pricing for optional products and services shall be valid for twenty-four (24) months from the Effective Date.
- 35. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.
- 36. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Verification Test
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Adobe End User License Agreement
- Exhibit 6 - Tyler Business Process Consulting Deliverables
- Exhibit 7 – Tyler Business Process Consulting – Change Management Deliverables
- Exhibit 8 – Tyler's Proposal dated May 22, 2012 ("Proposal") submitted in response to Client's RFP
- Exhibit 9 – Client's Request for Proposal #12-918-049 ("RFP")

In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of precedence:

- Sections A-E and Exhibits 1- 7
- Exhibit 8
- Exhibit 9

37. Records Examination and Audit Requirements. Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence directly pertaining to the performance of the Contract, including but not limited to, the costs of administering the

various aspects of the Contract. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times, provided such requests occur no more frequently than once per year and with one (1) week advance notice, during the contract period and for four (4) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

- 38. Interest of Public Official. No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 39. Interest of Consultant. Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement.
- 40. California Residency (Form 590). As Tyler is qualified to do business in the State of California through the Secretary of State (Entity # C2722711, Active Status as of March 18, 2013), Tyler is exempt from the California Income Tax withholding requirement on payment(s) made to Tyler pursuant to this Agreement. Tyler is responsible for filings required to maintain such exemption and shall indemnify and hold the County harmless for any action taken against the County by the California Franchise tax board in connection with Tyler's failure to maintain such exemption.
- 41. County Payee Data Record Form. All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Data Record Form with County.
- 42. Contract Administrator. The County Officer or employee with responsibility for administering this Agreement is _____, Information Technologies Department, or successor.

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

Tyler Technologies, Inc.
ERP and Schools Division

El Dorado County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Investment Summary

Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Accounting/GL/BG/AP	\$176,000	23 @ \$1,175	\$27,025	7 @ \$1,275	\$8,925	\$20,200	\$232,150	\$31,680
Accounts Receivable	\$40,500	11 @ \$1,175	\$12,925	4 @ \$1,275	\$5,100	n/a	\$58,625	\$7,290
BMI Asset Track Interface	\$5,500	4 @ \$1,175	\$4,700	2 @ \$1,275	\$2,550	n/a	\$12,750	\$990
BMI CollectIT Interface	\$5,500	3 @ \$1,175	\$3,525	2 @ \$1,275	\$2,550	n/a	\$11,875	\$990
Bid Management	\$22,000	5 @ \$1,175	\$5,875	2 @ \$1,275	\$2,550	n/a	\$30,425	\$3,960
Business License	\$40,000	18 @ \$1,175	\$21,150	4 @ \$1,275	\$5,100	\$12,000	\$78,250	\$7,200
Business and Vendor Self Service (client hosted)	\$35,000	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$36,175	\$6,300
Citizen Self Service (client hosted)	\$40,500	1 @ \$1,175	\$1,175	n/a	n/a	n/a	\$41,675	\$7,290
Contract Management	\$22,000	5 @ \$1,175	\$5,875	2 @ \$1,275	\$2,550	n/a	\$30,425	\$3,960
Employee Expense Reimbursement	\$18,000	6 @ \$1,175	\$7,050	3 @ \$1,275	\$3,825	n/a	\$28,875	\$3,240
Fixed Assets	\$44,000	11 @ \$1,175	\$12,925	4 @ \$1,275	\$5,100	\$7,500	\$69,625	\$7,920
GASB 34 Report Writer	\$20,000	4 @ \$1,175	\$4,700	n/a	n/a	n/a	\$24,700	\$3,600
General Billing	\$19,250	11 @ \$1,175	\$12,925	2 @ \$1,275	\$2,550	\$12,500	\$47,225	\$3,465
HR Management	\$20,000	7 @ \$1,175	\$8,225	1 @ \$1,275	\$1,275	n/a	\$29,500	\$3,600
Inventory	\$44,000	11 @ \$1,175	\$12,925	4 @ \$1,275	\$5,100	\$7,000	\$69,025	\$7,920
Data Conversion Analysis	n/a	n/a	n/a	3 @ \$1,275	\$3,825	n/a	\$3,825	n/a
Post Go-Live Assistance	n/a	25 @ \$1,175	\$29,375	n/a	n/a	n/a	\$29,375	n/a
Munis Office	\$33,000	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$36,525	\$5,940
Payroll w/ESS	\$45,500	14 @ \$1,175	\$16,450	3 @ \$1,275	\$3,825	\$25,800	\$91,575	\$8,190
Professional Development	\$7,700	2 @ \$1,175	\$2,350	1 @ \$1,275	\$1,275	n/a	\$11,325	\$1,386
Project & Grant Accounting	\$30,000	7 @ \$1,175	\$8,225	4 @ \$1,275	\$5,100	\$9,500	\$52,825	\$5,400
Purchase Orders	\$47,000	11 @ \$1,175	\$12,925	4 @ \$1,275	\$5,100	\$4,000	\$69,025	\$8,460
Requisitions	\$35,000	14 @ \$1,175	\$16,450	4 @ \$1,275	\$5,100	n/a	\$56,550	\$6,300
Risk Management	\$30,000	7 @ \$1,175	\$8,225	4 @ \$1,275	\$5,100	n/a	\$43,325	\$5,400
Role Tailored Dashboard	\$33,000	2 @ \$1,175	\$2,350	1 @ \$1,275	\$1,275	n/a	\$36,625	\$5,940
System Admin & Security	n/a	6 @ \$1,175	\$7,050	n/a	n/a	n/a	\$7,050	n/a
TCM Advanced OCR	\$5,000	2 @ \$1,175	\$2,350	n/a	n/a	n/a	\$7,350	\$900
TCM SE	\$60,000	8 @ \$1,175	\$9,400	n/a	n/a	n/a	\$69,400	\$10,800
TCM Web License	\$7,500	2 @ \$1,175	\$2,350	n/a	n/a	n/a	\$9,850	\$1,350
Treasury Management	\$35,000	5 @ \$1,175	\$5,875	4 @ \$1,275	\$5,100	n/a	\$48,975	\$6,300
Tyler Cashiering	\$60,000	7 @ \$1,175	\$8,225	n/a	n/a	n/a	\$68,225	\$10,800
Tyler Forms Processing	\$12,000	n/a	n/a	n/a	n/a	n/a	\$12,000	\$3,000
Tyler GoDocs	\$8,000	n/a	n/a	n/a	n/a	n/a	\$8,000	n/a
Tyler Reporting Services	\$37,000	3 @ \$1,175	\$3,525	n/a	n/a	n/a	\$40,525	\$9,250
Work Orders, Fleet & Facilities Management	\$55,000	32 @ \$1,175	\$37,600	13 @ \$1,275	\$16,575	\$20,000	\$129,175	\$9,900
Workflow Finance	n/a	7 @ \$1,175	\$8,225	n/a	n/a	n/a	\$8,225	n/a
Workflow HR	n/a	7 @ \$1,175	\$8,225	n/a	n/a	n/a	\$8,225	n/a
Workflow Revenue	n/a	7 @ \$1,175	\$8,225	n/a	n/a	n/a	\$8,225	n/a
Sub-Total:	\$1,092,950		\$343,100		\$99,450	\$118,500	\$1,654,000	\$198,721
Less Discount:	\$218,500						\$218,500	\$198,721
TOTAL:	\$874,360	292	\$343,100	78	\$99,450	\$118,500	\$1,435,410	\$0

Other Services

Description	Quantity	Unit Price	Extended Price
AP Positive Pay Export Format	1	\$3,000	\$3,000
AP/PR Check Recon Import	1	\$1,000	\$1,000
Change Management Consulting Solution - G	1	\$75,000	\$75,000
Custom Report Development	30	\$1,100	\$33,000
Dedicated Part-Time Proj. Mgmt	13	\$11,750	\$152,750
Estimated Travel Expenses	1	\$342,947	\$342,947
Install Fee - New Server Install-WIN-GH w/VS	1	\$12,000	\$12,000
Not-To-Exceed Data Conversion	26.5	\$1,000	\$26,500
Not-To-Exceed Impl./ Consult.	88	\$1,175	\$103,400
PR Positive Pay Export Format	1	\$3,000	\$3,000
Tyler Consulting Services	1	\$332,000	\$332,000
Tyler Forms Business License Library - G	1	\$2,500	\$2,500
Tyler Forms Financial Library - G	1	\$3,000	\$3,000
Tyler Forms General Billing Library - G	1	\$2,500	\$2,500

Other Services

Description	Quantity	Unit Price	Extended Price
Tyler Forms Human Resources Library - D	1	\$1,500	\$1,500
Tyler Forms Processing - Configuration - G	3	\$1,000	\$3,000
Tyler PO Distribution - Level 4	1	\$2,500	\$2,500
Tyler Signature Application	1	\$250	\$250
TOTAL:			\$1,099,847

Conversion

Description	Price	
AC Opt 1 - Actuals	\$3,000	
AC Opt 2 - Budgets	\$3,000	
AC Standard COA	\$3,500	
AP Opt 1 - Checks	\$3,200	
AP Opt 2 - Invoice	\$4,500	
AP Standard Master	\$3,000	
BL Opt 1 - Bills	\$6,500	
BL Std Master	\$5,500	
FA Opt 1 - History	\$3,000	
FA Std Master	\$4,500	
GB Opt 1 - Recurring Invoices	\$4,500	
GB Opt 2 - Bills	\$5,500	
GB Std CID	\$2,500	
IN Opt 1 - Commodity Codes	\$2,500	
IN Std Master	\$4,500	
PG Opt 1 - Actuals	\$3,000	
PG Opt 2 - Budgets	\$3,000	
PGA Standard	\$3,500	
PR Payroll - Option 1 Deductions	\$2,800	
PR Payroll - Option 10 Certifications	\$2,000	
PR Payroll - Option 11 Education	\$2,000	
PR Payroll - Option 2 Accrual Balances	\$2,500	
PR Payroll - Option 3 Accumulators	\$2,000	
PR Payroll - Option 4 Check History	\$2,000	
PR Payroll - Option 5 Earning/Deduction Hist	\$3,500	
PR Payroll - Option 7 PM Action History	\$2,000	
PR Payroll - Option 8 Position Control	\$2,000	
PR Payroll - Option 9 State Retirement Tables	\$2,000	
PR Payroll - Standard	\$3,000	
Purchase Orders - Standard	\$4,000	
WO Opt 1 - Work Order Asset	\$5,000	
WO Opt 2 - Closed WO History No Cost Data	\$7,500	
WO Opt 3 - WO History With Cost Data	\$7,500	
TOTAL:		\$118,500

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Total Year One Maintenance
BMI CollectIT Additional Portable Data Terminal	1	\$3,495	\$3,495	n/a	n/a
BMI CollectIT Barcode PrinterKit	1	\$1,295	\$1,295	n/a	n/a
BMI CollectIT Inventory Scanning System	1	\$6,490	\$6,490	n/a	n/a
BMI PA600 Pocket AssetTrak	1	\$2,195	\$2,195	n/a	n/a
BMI PA600 Pocket TransTrak	1	\$2,195	\$2,195	n/a	n/a
BMI Transtrak Fixed Asset Receiving System	1	\$3,345	\$3,345	n/a	n/a
BMI-ASSETTRACK-PPC for MUNIS (Incl. Install Fee)	1	\$6,490	\$6,490	n/a	n/a
DELL Cash Station-Complete excluding scanner	1	\$4,300	\$4,300	n/a	n/a
Hand Held Scanner-Model 4600G	1	\$415	\$415	n/a	n/a
Tyler Secure Signature Key - Additional	1	\$150	\$150	n/a	n/a
Tyler Secure Signature Key with System	1	\$0	\$0	n/a	n/a
Tyler Secure Signature System	1	\$1,500	\$1,500	n/a	n/a
Tyler Unlimited Client AccessLicense	1	\$46,250	\$46,250	n/a	n/a
Tyler Unlimited Client AccessMaintenance	1	n/a	n/a	\$9,250	\$9,250
3rd Party Hardware Sub-Total:			\$31,870		\$0
3rd Party Software SubTotal:			\$46,250		\$9,250
3rd Party Services Sub-Total:			\$0		\$0
TOTAL:			\$78,120		\$9,250

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$874,360	\$0
Total Tyler Services	\$1,660,897	\$0
Total 3rd Party Hardware, Software and Services	\$78,120	\$9,250
Summary Total	\$2,613,377	\$9,250

Comments

Optional Tyler Software & Related Services - not included in Totals

Description	License	Impl. Days	Impl. Cost	Consulting Days	Consulting Cost	Data Conversion	Module Total	Year One Maintenance
Applicant Tracking	\$8,800	2 @ \$1,175	\$2,350	2 @ \$1,275	\$2,550	n/a	\$13,700	\$1,584
MUNIS Disaster Recovery Service	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$30,000
OS/DBA Contract Services	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$30,000
Payroll w/ESS	n/a	n/a	n/a	n/a	n/a	\$2,000	\$2,000	n/a
Performance Based Budgeting	\$60,000	12 @ \$1,175	\$14,100	12 @ \$1,275	\$15,300	n/a	\$89,400	\$10,800
Tyler Pulse Connection	\$67,500	11 @ \$1,175	\$12,925	2 @ \$1,275	\$2,550	n/a	\$82,975	\$16,875
Tyler Pulse Connection (ThirdParty App.)	\$25,000	11 @ \$1,175	\$12,925	2 @ \$1,275	\$2,550	n/a	\$40,475	\$6,250
Tyler Pulse Connection (TylerApplication)	\$0	6 @ \$1,175	\$7,050	2 @ \$1,275	\$2,550	n/a	\$9,600	\$0
TOTAL:	\$161,300	42	\$49,350	20	\$25,500	\$2,000	\$238,150	\$95,509

Optional Other Services - not included in Totals

Description	Quantity	Unit Price	Extended Price
P-Card Import Format W/Encumbrances	1	\$15,000	\$15,000
P-Card Import Format W/O Encumbrances	1	\$7,500	\$7,500
TOTAL:			\$22,500

Optional Conversion - not included in Totals

Description	Price
PR Payroll - Option 6 Applicant Tracking	\$2,000
TOTAL:	\$2,000

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net	Impl Net	Consulting Net
Accounting/GL/BG/AP	\$176,000	\$35,200	\$140,800	\$31,680	\$31,680	\$0	23 @ \$1,175	7 @ \$1,275
Accounts Receivable	\$40,500	\$8,100	\$32,400	\$7,290	\$7,290	\$0	11 @ \$1,175	4 @ \$1,275
BMI Asset Track Interface	\$5,500	\$1,100	\$4,400	\$990	\$990	\$0	4 @ \$1,175	2 @ \$1,275
BMI CollectIT Interface	\$5,500	\$1,100	\$4,400	\$990	\$990	\$0	3 @ \$1,175	2 @ \$1,275
Bid Management	\$22,000	\$4,400	\$17,600	\$3,960	\$3,960	\$0	5 @ \$1,175	2 @ \$1,275
Business License	\$40,000	\$8,000	\$32,000	\$7,200	\$7,200	\$0	18 @ \$1,175	4 @ \$1,275
Business and Vendor Self Service (client hosted)	\$35,000	\$7,000	\$28,000	\$6,300	\$6,300	\$0	1 @ \$1,175	n/a
Citizen Self Service (client hosted)	\$40,500	\$8,100	\$32,400	\$7,290	\$7,290	\$0	1 @ \$1,175	n/a
Contract Management	\$22,000	\$4,400	\$17,600	\$3,960	\$3,960	\$0	5 @ \$1,175	2 @ \$1,275
Employee Expense Reimbursement	\$18,000	\$3,600	\$14,400	\$3,240	\$3,240	\$0	6 @ \$1,175	3 @ \$1,275
Fixed Assets	\$44,000	\$8,800	\$35,200	\$7,920	\$7,920	\$0	11 @ \$1,175	4 @ \$1,275
GASB 34 Report Writer	\$20,000	\$4,000	\$16,000	\$3,600	\$3,600	\$0	4 @ \$1,175	n/a
General Billing	\$19,250	\$3,850	\$15,400	\$3,465	\$3,465	\$0	11 @ \$1,175	2 @ \$1,275
HR Management	\$20,000	\$4,000	\$16,000	\$3,600	\$3,600	\$0	7 @ \$1,175	1 @ \$1,275
Inventory	\$44,000	\$8,800	\$35,200	\$7,920	\$7,920	\$0	11 @ \$1,175	4 @ \$1,275
Data Conversion Analysis	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3 @ \$1,275
Post Go-Live Assistance	n/a	n/a	n/a	n/a	n/a	n/a	25 @ \$1,175	n/a
Munis Office	\$33,000	\$6,600	\$26,400	\$5,940	\$5,940	\$0	3 @ \$1,175	n/a
Payroll w/ESS	\$45,500	\$9,100	\$36,400	\$8,190	\$8,190	\$0	14 @ \$1,175	3 @ \$1,275
Professional Development	\$7,700	\$1,540	\$6,160	\$1,386	\$1,386	\$0	2 @ \$1,175	1 @ \$1,275
Project & Grant Accounting	\$30,000	\$6,000	\$24,000	\$5,400	\$5,400	\$0	7 @ \$1,175	4 @ \$1,275
Purchase Orders	\$47,000	\$9,400	\$37,600	\$8,460	\$8,460	\$0	11 @ \$1,175	4 @ \$1,275
Requisitions	\$35,000	\$7,000	\$28,000	\$6,300	\$6,300	\$0	14 @ \$1,175	4 @ \$1,275
Risk Management	\$30,000	\$6,000	\$24,000	\$5,400	\$5,400	\$0	7 @ \$1,175	4 @ \$1,275
Role Tailored Dashboard	\$33,000	\$6,600	\$26,400	\$5,940	\$5,940	\$0	2 @ \$1,175	1 @ \$1,275
System Admin & Security	n/a	n/a	n/a	n/a	n/a	n/a	6 @ \$1,175	n/a
TCM Advanced OCR	\$5,000	\$1,000	\$4,000	\$900	\$900	\$0	2 @ \$1,175	n/a
TCM SE	\$60,000	\$12,000	\$48,000	\$10,800	\$10,800	\$0	8 @ \$1,175	n/a
TCM Web License	\$7,500	\$1,500	\$6,000	\$1,350	\$1,350	\$0	2 @ \$1,175	n/a
Treasury Management	\$35,000	\$7,000	\$28,000	\$6,300	\$6,300	\$0	5 @ \$1,175	4 @ \$1,275
Tyler Cashiering	\$60,000	\$12,000	\$48,000	\$10,800	\$10,800	\$0	7 @ \$1,175	n/a
Tyler Forms Processing	\$12,000	\$2,400	\$9,600	\$3,000	\$3,000	\$0	n/a	n/a
Tyler GoDocs	\$8,000	\$1,600	\$6,400	n/a	n/a	n/a	n/a	n/a
Tyler Reporting Services	\$37,000	\$7,400	\$29,600	\$9,250	\$9,250	\$0	3 @ \$1,175	n/a
Work Orders, Fleet & Facilities Management	\$55,000	\$11,000	\$44,000	\$9,900	\$9,900	\$0	32 @ \$1,175	13 @ \$1,275
Workflow Finance	n/a	n/a	n/a	n/a	n/a	n/a	7 @ \$1,175	n/a
Workflow HR	n/a	n/a	n/a	n/a	n/a	n/a	7 @ \$1,175	n/a
Workflow Revenue	n/a	n/a	n/a	n/a	n/a	n/a	7 @ \$1,175	n/a
TOTAL:	\$1,092,950	\$218,590	\$874,360	\$198,721	\$198,721	\$0		

Tyler Consulting Services	
Module Name	Price Per Module
General Ledger	\$ 18,000.00
Project / Grant Accounting	\$ 18,000.00
Budget	\$ 18,000.00
Purchasing (incl Requisitions)	\$ 18,000.00
Accounts Payable	\$ 18,000.00
Inventory	\$ 18,000.00
Bid Management	\$ 12,000.00
Contract Management	\$ 12,000.00

Treasury Management	\$	18,000.00
Work Orders, Fleet & Facilities	\$	34,000.00
Fixed Assets	\$	18,000.00
Employee Expense Reimbursement	\$	12,000.00
HR Management	\$	20,000.00
Payroll	\$	28,000.00
Professional Development	\$	14,000.00
General Billing/Accounts Receivable	\$	28,000.00
Business Licenses	\$	28,000.00

Exhibit 2

Verification Test

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

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

FINANCIALS:

Phase 1

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

Phase 2

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

Phase 3

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

PAYROLL/HR:

Phase 1

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

Phase 2

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

Phase 3

- Reports
 - Employee Detail
 - Employee Accrual
 - Detail Check History Report
 - Payroll Register

UTILITY BILLING:

Phase 1

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

Phase 2

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

Phase 3 _____

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

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):

Phase 1 _____

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

Phase 2 _____

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

Phase 3 _____

- Reports
 - Summary receivables
 - Detail receivables
 - Posted payments report

PERMITS & CODE ENFORCEMENT:

Phase 1 _____

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

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

Phase 2 _____

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

Phase 3 _____

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

PARKING TICKETS:

Phase 1 _____

- View parking ticket parameter file
- View parking ticket charge codes
- View owner maintenance

Phase 2 _____

- Parking ticket entry
- Parking ticket inquiry
- Review export/import of data
- Review late processing

Phase 3 _____

- Issue by location report
- Violations by issue date report
- Issuer productivity report

BUSINESS LICENSES:

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

ANIMAL LICENSES:

- View animal type file
- View customer file
- View animal license master file
- View license detail report
- View license history report
- View tag report

PROJECT ACCOUNTING:

(Performed with General Ledger)

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

MUNIS OFFICE:

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

BUSINESS OBJECTS:

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

TYLER REPORTING SERVICES:

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

CONTRACT MANAGEMENT:

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

TREASURY MANAGEMENT:

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

MUNIS SELF SERVICE – EMPLOYEES:

Phase 1

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

Phase 2

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

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

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

Contact Us

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

Support Organization

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

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

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

Standard Support Hours

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

Focus on Incoming Rate

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

Leaving Messages for Support

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

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

Paging

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

Online Support

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

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

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

Customer Relationship Management System

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

Call Numbers

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

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

Call Response Goals

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

Call Priorities

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

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

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

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

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

Escalating a Support Call

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

Technical Support Product Managers:

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

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

Resources

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

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

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

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

Remote Support Tool

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

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

E-mail Registration

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

Tyler Web site

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

Timely TCP Progress Updates

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

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

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

Exhibit 4

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

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

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

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

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

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

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00* p.m.

Breakfast, lunch and dinner

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

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

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

B. Same Day Travel

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

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

5. Entertainment

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

6. Internet Access – Hotels and Airports

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

Effective Date: April 1, 2012

Exhibit 5

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED ADOBE CENTRAL OUTPUT SOFTWARE Software License Agreement

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

LICENSEE'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS IN A SEPARATE WRITTEN AGREEMENT WITH ADOBE THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. Definitions

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

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

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Tyler Technologies, Inc.
ERP and Schools Division

El Dorado County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 6

Tyler Business Process Consulting Solutions (TBPCS)

Deliverables

Business Process Consulting

Development of the Business Process Consulting service comprised of four phases: COA Analysis & Design, As-Is Analysis, To-Be Analysis, and Static Environment Testing. The output of these phases is the Business Solution Design Document that will also serve as a 'roadmap' and guide for the Implementation team. Final decisions related to Business Solution Design are then used to create the Customized Procedural Documents.

The following service will be performed by Tyler's expert implementation team:

Business Process Review

Tyler's experienced consultants utilize the following tools to learn the as-is environment:

- An analysis and questionnaire system containing an inventory of criteria and questions that accumulate our knowledge of our clients' standard operating procedures as relate to Tyler applications.
- Interview functional leads and/or department managers in order to understand current practices, procedures and policies to understand the as-is environment of the client.

Tyler consultants perform onsite analysis of how to improve and gain new efficiencies offered by Tyler's software functionality.

Business Solution Design

Consultants evaluate the analysis from the *Business Process Review* and develop recommendations for the usage and implementation of Tyler's software, maximizing inherent functional opportunities through:

- Setup table options analysis, recommended decisions, table design, and product utilization.
- Detailed module configuration plans.
- Identifying local policy and/or procedural areas that may be impacted and require client action.
- Leveraging client-specific goals and objectives to distinguish and document when specific workflows would enhance efficiency for related Tyler workflows.
- Cross-module functionality sessions to provide an overview on the integration touch points within the Tyler solution as well as any 3rd party systems that may interface with Tyler's applications.

At the conclusion of the Business Solution Design process, Tyler consultants deliver and present a configuration document with line-item analysis citing recommendations for best use of Tyler software options and clearly identify client adoption decision requirements (i.e. key dates and potential implementation impacts).

Static Environment Testing

Prior to any converting legacy system data, a Static Environment Test (SET) will be conducted to confirm that the decisions made during the analysis process will meet the client's needs. Testing will be conducted with a customized script which will allow review and discussions of the decisions being tested. Once the testing and decision discussions are complete, clients have the opportunity to test processes a 'hands-on' approach on the Tyler system. While this is not meant to be a training session, Tyler's consultants will walk the client through

the script, if desired.

Customized Procedural Documents

Procedure manuals document client-specific, step-by-step utilization for the day-to-day use of Tyler's solution. The manuals are specific and customized for each client, with the exception of general system navigation. Setup table maintenance is documented within these documents if the maintenance of such is required on a regular basis (i.e. one-time setup tables are not part of procedural documentation).

Tyler's consultants author, group and deliver the Customized Procedural Manuals for each respective module purchased, including applicable decentralized functions in MS Word. Procedure manuals are only available for modules purchased as part of the Business Process Review and Business Solution Design areas.

Detailed Processes Covered in Business Process Consulting

Some processes below may not be included if it is determined in the analysis that the process will not be utilized.

*DCT indicates this document could also be used for decentralized end user training

- **Munis 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
 - Import GL Journals
- **Purchasing**
 - Overall Purchasing Process
 - 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
 - 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)
- **AR Misc Cash**
 - Overall Misc Cash Process
 - Payment Entry (DCT)
 - Applying a Payment to a General Bill (DCT)
 - Payment Post
 - Payment Reversals
 - Apply NSF Fee
 - Print NSF Notices
 - AR Reports (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
- **Treasury (Cash) Management**
 - Interest Allocation
 - Cash Flow
 - Bank Reconciliation
 - Reports
- **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)
- **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
- 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
- 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)
- **Applicant Tracking**
 - Overall Applicant Tracking Process

- Applicant Processing Setup
- Applicant Review
- Applicant Master
- Pending Applicants

- **Professional Development**

- Overall Professional Development Process
- PD Career Tracks
- PD Development Status

Exhibit 7

Tyler Consulting Solutions (Change Management)

Deliverables

Change Management

Executive Playbook

To understand how to be most effective in supporting the project, Tyler will create an Executive Playbook that relates key executive governance strategies and change management strategies with the overall implementation project plan.

This Executive Playbook will explain how the project is achieving the City’s goals and what is required from executives (Project Sponsors and Steering Committee Members) to support the change management efforts. In order to produce the Executive Playbook, the Change Management Facilitator will meet once with the Project Sponsors and Steering Committee of the City to understand the following:

- Vision
- Human Capital Requirements
- Organizational Expectations
- Project Goals
- Executive Mandate

Task	Description	TYLER	CITY
Project Kick-Off	High Level presentation of Change Management process and expectations.	Share	Share
Executive Playbook Discovery Meeting	Knowledge Transfer of City vision, requirements and goals for project.	Assist	Lead
Executive Playbook	Relates key executive governance strategies & change management strategies with the overall implementation plan.	Lead	Participate
Executive Playbook Acceptance	Sign-off and authorization to proceed with Executive Playbook implementation.	None	Own

Knowledge Transfer

Train the City’s Change Management Coaches (project team, functional leads, managers and supervisors of impacted departments) to identify and reinforce both human capital and business process change within the organization. Conduct session(s) to exchange information on methods and challenges inherent in reinforcing process change. Utilize Change Management Executive Playbook with Change Management Functional Lead to support Implementation of business process changes. Work with Change Management team to develop change management project plan and communication plan.

Task	Description	TYLER	CITY
Human Capital Coach Training	Train selected staff to understand and engage in	Lead	Participate

	organizational project change, develop competencies to become effective HC Coaches by introducing, managing and reinforcing project change with staff.		
Knowledge Transfer	Perform review of authorized Executive Playbook with Change Management Functional Lead.	Lead	Participate
Develop Change Management Project Plan	Assign tasks, dates and responsibilities for completion of Change Management Project Plan.	Lead	Assist
Update Communication Plan with CM strategies	Review methods, participants, feedback vehicles and frequency of communications.	Lead	Assist

Reinforcing the Change

Reinforcing Change for adoption of new business processes includes the analysis of the results of the organization's change management activities, compliance audit of project procedural change and the implementation of corrective actions. This focus area includes celebrating early successes and transferring ownership for Business Process Change Management to the organization.

Task	Description	TYLER	CITY
To-Be Session Facilitation	Attend To-Be Design sessions to facilitate changing procedures and adoption of new efficiency opportunities.	Participate	Lead
Best Practices Review Facilitation	Attend Best Practice Review session and document potential change resistance.	Participate	Lead
Internal Best Practices and Procedural Change Review	Attend internal departmental and cross-departmental sessions to review and make procedural decisions.	Participate	Lead
Procedural Change Communications	Assist in Procedural Change Communications outlining the specifics of new business procedures to application users.	Participate	Lead
Overall Change Management Status Report	Change Management Functional Lead develops status reports for review with key project personnel and Tyler.	Participate	Lead
Status Meetings	Deliver status updates to project team members, functional leads	Share	Share

	and others as needed.		
Department Head Meetings	Review Change Management communications, status reports; discuss options to eliminate identified barriers to success.	Participate	Lead
Department Meetings	Communicate Change Management and Project status, activities and results to Department Staff.	Participate	Lead
Monitor Change Management Activities	Ensure that all strategies are properly evaluated and implemented. Implement corrective actions.	Assist	Lead
Employee Forums	Hold forums for staff to receive information, project expectations, and ask questions or express concerns.	Assist	Lead
Meet with Implementation to Identify Possible Change Management Issues	Meet with Implementation regularly to assess any possible change management issues that need to be brought to the City's Change Management Team's attention for action.	Own	Lead
Post Live Audit & Performance Assessment	In conjunction with the to-be environment post live, review project compliance, understand adoption and proficiency rates.	Share	Share
Lessons Learned	Complete exercise identifying what Change Management strategies were most effective and which require additional modification.	Lead	Participate
Project Closure & Acceptance	Authorization to close project.	None	Own

Overview of Standard Change Management Effort

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

Scope of Change Management Effort

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

Roles and Responsibilities

A specific project role should be assigned to one member of the project team. The role of Change Management Functional Lead will own the change management plan and will work with the Tyler Change Management Facilitator to implement the change management strategy. Through the coach training sessions, the City Project Team and Managers will become familiar with the aspects of Organizational Change Management and implement the management plan as decided in the project planning session. This will include coaching users on process changes, surveying users to verify acceptance and understanding of the changes, and following up with users on utilization of the changes throughout the implementation and after go-live.

Exhibit 8 – Tyler’s Proposal dated May 22, 2012 (“Proposal”) submitted in response to Client’s RFP

Incorporated by reference.

Exhibit 9 – Client’s Request for Proposal #12-918-049 (“RFP”)

Incorporated by reference.