AGREEMENT

This agreement ("Agreement") is made this 26 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 March 26, 2013, 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. <u>License Grant</u>.
    a. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the 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.

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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. <u>License Fees</u>. 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. <u>Functional Requirements</u>. 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. <u>Verification of the Tyler Software Products</u>.

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).

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c. Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

5. <u>Limited Warranty</u>. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. 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. <u>Intellectual Property Infringement Indemnification</u>.
    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

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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. <u>Limitation of Liability</u>. 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. <u>Services</u>. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services. 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. <u>Professional Services Fees</u>.
   a. Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Consulting and Training services will be invoiced in half-day and full-day increments.
   b. Verification in accordance with Section A (3)(a) will be 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. <u>Additional Services</u>.
   a. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates. 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

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

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

SECTION C – MAINTENANCE AGREEMENT

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

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

    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.   <u>Payment</u>.

    a.   Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.

    b.   Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.

c. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. <u>Maintenance Services Terms and Conditions</u>. 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. <u>Limitations and Exclusions</u>. 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. <u>Client Responsibilities</u>.

    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. <u>Limitation of Liability</u>. 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,

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

2. <u>License of System Software</u>.
   a. Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
   b. The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
   c. The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. 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. <u>Delivery</u>. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

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

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

6. <u>Warranties</u>.
   a. Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
   b. Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all

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liens and encumbrances arising through Tyler.

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

7. <u>Maintenance</u>.

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

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

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

8. <u>Limitation of Liability</u>. In no event shall 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. <u>Taxes</u>. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

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

    a. In the event Client believes products or services do not conform to 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. <u>Force Majeure; Client Assistance</u>. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster,

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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. <u>No Intended Third Party Beneficiaries</u>. 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. <u>Governing Law</u>. 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. <u>Entire Agreement</u>. 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. <u>Severability</u>. 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. <u>No Waiver</u>. 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. <u>Multiple Originals and Signatures</u>. 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. <u>Amendment</u>. This Agreement may only be modified by written amendment signed by authorized

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representatives of both parties.

14. <u>Termination</u>. 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. <u>Non-appropriation</u>. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. <u>Approval of Governing Body</u>. 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. <u>No Assignment</u>. 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. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

1) Actually received,
2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
3) Upon receipt by sender of proof of email delivery, or
4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

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

Tyler Technologies, Inc.   El Dorado County
1 Cole Haan Drive   360 Fair Lane
Yarmouth, ME 04096   Placerville, California 95667
Attention: Contracts Manager   Attention: Chief Technology Officer

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

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

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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

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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:

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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).

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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, he 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. <u>Interest of Public Official</u>. 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. <u>Interest of Consultant</u>. 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. <u>California Residency (Form 590)</u>. 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. <u>County Payee Data Record Form</u>. 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. <u>Contract Administrator.</u> The County Officer or employee with responsibility for administering this Agreement is _VERN PIERSON_, Information Technologies Department, or successor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.
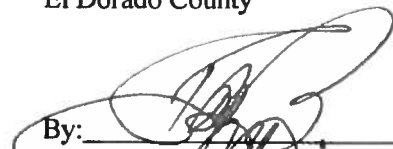
Tyler Technologies, Inc.
ERP and Schools Division

By:_____

Name:___Stacey M Gerard___

Title:___Assistant Secretary___

Date:___March 21, 2013___

El Dorado County

By:_____

Name:___RON BRIGGS___

Title:___Chairman___

Date:___3/26/13___

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By_____
Marcia MacFarland, Deputy Clerk

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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	$58,525	$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	$11,575	$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	$69,525	$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	$45,975	$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:	$218,590						$218,590	$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-ASSETRACK-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

	Total Price	Total Year One Maintenance
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 a $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/n	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/n	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/n	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
  - o Drill down into inspectors and checklist at bottom
- View violation code f/m
  - o Drill down into enforcement steps
- View property master
  - o Perform drill down using the side menu options

Phase 2   _____
- Add a new property
  - o Set up default restrictions, hazards, and violations at the bottom
- Add a new application
  - o Use a project/act that has the four defaults set in project type f/m (one each)
  - o Make sure the app automatically sets up the default permits, prerequisites, inspections, and dept/board reviews by choosing the options to view
  - o 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
  - o Applications status report
  - o Inspections history report
  - o Violations report
  - o Contractors report
  - o 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.

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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

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ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

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

Tyler Technologies, Inc.
ERP and Schools Division

By: _Stacey M. Berard_

Name: _Stacey M. Berard_

Title: _Assistant Secretary_

Date: _March 21, 2013_

El Dorado County

By: _____

Name: RON BRIGGS

Title: _Chairman_

Date: _3/26/13_

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By _Marcie MacFarland_
Marcie MacFarland, Deputy Clerk

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 we 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**

    o Navigation (DCT)
    o Munis Office & Saved Reports (DCT)
    o Dashboard (DCT)
    o Tyler Content Manager (DCT)

- **General Ledger**

    o Adding a New Account
    o General Journal Entry
    o Recurring General Journal Entry
    o General Journal Approvals
    o Account Trial Balance Report
    o GL Account Inquiry (DCT)
    o YTD Budget Report (DCT)
    o Periodic Processing
    o Import GL Journals

- **Purchasing**

    o Overall Purchasing Process
    o Vendor Maintenance
    o Requisition Entry (DCT)
    o Attaching Documentation (DCT)
    o Requisition Approval (DCT)
    o Requisition Conversion to PO
    o PO Entry Proof

- o PO Approvals (DCT)
- o PO Receiving (DCT)
- o Print PO's
- o PO Maintenance
- o PO Reports (DCT)

- **Accounts Payable**

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

- **Budget**

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

- **Project/Grant Accounting**

  - o Overall Project and Grant Accounting Process
  - o Creation of Project and Grant
  - o Reimbursement and Indirect Cost Process
  - o Using Project Ledger
  - o Project Reports (DCT)

- **Contracts**

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

- **AR Misc Cash**

  - o Overall Misc Cash Process
  - o Payment Entry (DCT)
  - o Applying a Payment to a General Bill (DCT)
  - o Payment Post
  - o Payment Reversals
  - o Apply NSF Fee
  - o Print NSF Notices
  - o AR Reports (DCT)

- **General Billing**

  - o Overall GB Process
  - o Customer File (DCT)
  - o Invoice Processing (DCT)
  - o Recurring Invoice (DCT)
  - o Invoice Approval (DCT)
  - o Employee Insurance Bills
  - o Assess Late Fees
  - o Print Bills and Statements
  - o Reports (DCT)

- **Inventory**

  - o Overall Inventory Process
  - o Adding an Inventory Item
  - o Setting up Inventory Photos
  - o Transaction Entry/History
  - o Requisition Entry for Pick Ticket (DCT)
  - o Pick Ticket Process
  - o Inventory Receiving
  - o Inventory Reports
  - o Periodic Processing
  - o Purging Pick Tickets

- **Fixed Assets**

  - o Overall Fixed Asset Process
  - o Adding/Importing a new asset

- o Posting Fixed Assets
- o Adjusting, Transferring and Retiring Assets
- o Depreciating Assets
- o Periodic Processing
- o Inquiry & Reports
- o GASB 34 Process Overview

- **Treasury (Cash) Management**

  - o Interest Allocation
  - o Cash Flow
  - o Bank Reconciliation
  - o Reports

- **Work Orders/Fleet & Facilities**

  - o Overall Work Order/Fleet & Facilities Process
  - o Service Requests (DCT)
  - o Maintenance Programs
  - o Work Order Processing – New
  - o Work Order Processing – In Progress
  - o Work Order Processing – Completed
  - o Inquiry & Reports (DCT)

- **Employee Expense Reimbursement**

  - o Overall Employee Expense Process
  - o Entering an Expense Claim (DCT)
  - o Allocating an Expense Claim (DCT)
  - o Approving an Expense Claim (DCT)
  - o Converting an Expense Claim

- **Payroll**

  - o 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

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

- **Professional Development**
  - o Overall Professional Development Process
  - o PD Career Tracks
  - o 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 <u>Change Management Functional Lead</u> 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.

AGREEMENT #529-S1311
AMENDMENT 1

This Amendment 1 to that Agreement #529-S1311, is made and entered into by and between Tyler Technologies, Inc. with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and El Dorado County, a political subdivision of the State of California with offices at 360 Fair Lane, Placerville, California 95667 ("Client").

WHEREAS, Tyler and the Client entered into Agreement #529-S1311 dated March 26, 2013 ("Agreement") for Tyler to license software products and provide implementation services for an enterprise resource planning system; and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

A. *Section A-Software License Agreement, subsection 5 Limited Warranty, is amended in its entirety to read as follows:*

    5.   <u>Limited Warranty</u>. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides, the functional descriptions of the Tyler Software Products contained in Tyler's written proposal to Client and the functional descriptions contained in Exhibit 12 hereto,. 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.

B. *Section B-Professional Services Agreement, subsection 1 Services, is amended to add a new second paragraph to read as follows:*

    1.   <u>Services</u>.

Tyler shall provide the (i) implementation services itemized in the Investment Summary and described in the Statement of Work (SOW), attached hereto as Exhibit 10 and incorporated herein by reference; and (ii) the program modifications/interfaces services described in the Modifications and Interfaces Summary, attached hereto as Exhibit 11 and incorporated herein by reference, in accordance with the SOW.

C.   Section B-Professional Services Agreement, subsection 2 Professional Services Fees, is amended to add new subparagraph (f) to read as follows:

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

f.   Client agrees to pay Tyler the professional services fees not to exceed amounts as set forth in the Investment Summary (Exhibit 1), the Modifications and Interfaces Summary (Exhibit 11), and the Modifications and Interfaces Cost Summary attached hereto as Exhibit 12 and incorporated herein by reference. Notwithstanding any provisions to the contrary in this Agreement, professional services including, but not limited to, Training Days, Consulting Days, and Conversions, will be invoiced upon Client sign-off and acceptance of the applicable deliverables and milestones in accordance with the Project Plan and/or Statement of Work. The amounts are payable in accordance with the provisions of Section E(30) Payment Term. Tyler will perform a reconciliation of Tyler's daily-based professional services actually delivered through Phase Closure of the final project phase, as defined in the Statement of Work.

D.   Section B-Professional Services Agreement, subsection 6 Services Warranty, is amended in its entirety to read as follows:

6.   <u>Services Warranty.</u> Each of the project team members assigned to the project shall be appropriately qualified, trained, skilled, knowledgeable, and experienced for the respective position and duties to which assigned, and shall be available to devote sufficient time to perform the service itemized in the Statement of Work, and according to the standards and processes set forth therein. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to Client.

E.   Section B-Professional Services Agreement, is amended to add new subsections (8)-(10) to read as follows:

8.   <u>Key Personnel and Assigned Staff.</u>

8.1   Client will have the right to interview and review resumes for Key Personnel identified in the Statement of Work that are assigned to Client's project prior to each resource beginning work on Client's project. Client will submit any requests to interview Key Personnel in enough advance so as not to impact the performance of services by such Key Personnel.

8.2   Provided Client has a reasonable basis for doing so, including unsatisfactory performance, lack of experience, and/or conflict with Client's staff, Client will have the right to require that Tyler dismiss and replace Key Personnel from the project. Replacements must have sufficient skill, training and experience to fill a Key Personnel position. Tyler will use reasonable efforts to replace, within three (3) weeks from receipt of written notice from Client, any Key Personnel that Client find reasonably unacceptable due to performance issues.

8.3   Other than for reasons outside of our control, Tyler will not remove or transfer a person filling a Key Personnel role without Client's prior written approval, not to be unreasonably withheld. Any subsequent replacement will meet the same standards set forth in Section B(8.2), including but not limited to the timeframe for providing a replacement.

8.4   In the event that Key Personnel assigned to the project are dismissed or replaced under Section B(8.2) or B(8.3), Client will have reasonable participation in the selection of replacement Key Personnel, including the ability to interview potential replacements.

8.5   If Key Personnel are replaced under Section B(8.2) or B(8.3), the new Key Personnel shall, at no cost to Client, devote sufficient time to becoming familiar with the project prior to performing services. That time shall include knowledge transfer from the outgoing Key Personnel and other project-specific ramp-up, as necessary. Services provided by replacement Key Personnel shall become billable to Client when they have achieved the proper foundation in the project so as to formally assume their new project role. If, after the replacement Key Personnel begins to perform those services, Client makes a reasonable determination that such Key Personnel is still not sufficiently familiar with the project, Tyler will work with Client to identify the gaps in familiarity Client has identified, and devote such additional non-billable time as is necessary to address those gaps with the replacement Key Personnel.

8.6   At Client's advance written request, Tyler will provide resumes at least three (3) weeks before any resource assigned to provide onsite services for Client's project begins that work.

8.7   Client agrees that staffing assignments, for Key Personnel and other assigned staff, are within our reasonable discretion, and that Client will not unreasonably protest those assignments.

9.   <u>Acceptance of Milestones and Deliverables</u>.   Client will review, approve and provide written sign-off for all Deliverables and Milestones, as defined in the SOW, in the following way:

9.1   Tyler will submit each deliverable or milestone to Client for review. Upon completion of project Milestones, Tyler will notify Client that the Milestone has been completed and will present an acceptance form.

9.2   Client will identify in writing any required changes, deficiencies, and/or additions necessary, based on the Deliverable Acceptance Criteria or requirements in the SOW within the timeframe for the associated Deliverable or Milestone review period as agreed in the Project Plan, which in all events shall be no less than ten (10) business days, measured from Client's receipt of each draft Deliverable or Milestone acceptance form, or within such timeframe as the parties otherwise agree to.

9.3   Tyler will revise each Deliverable or re-perform services required for each Milestone based on feedback from Client, and submit a revised version of the Deliverable for review and sign-off from Client. Client will then review the Deliverable and provide any additional comments on any required changes, deficiencies, and/or additions necessary, within the timeframe as agreed in the Project Plan, which in all events shall be no less than ten (10) business days, measured from Client's receipt of the Deliverable or Milestone acceptance form, or within such timeframe as the parties otherwise agree to. This process will be repeated until Client grants acceptance of the Deliverable or Milestone.

9.4   Upon acceptance of the Deliverable or Milestone, Client's Project Manager will sign an acceptance form and shall return it to Tyler. At the end of the review period established above, Tyler will notify Client if Tyler has not received from Client any signed acceptance or notification of required changes, deficiencies, and/or additions to a Deliverable or Milestone. If Client does not accept or reject the Deliverable or Milestone within three (3) business days of that notification, or request an extended review period to which Tyler agrees, then Tyler will notify the County's project manager, David Russell, at David.Russell@edcgov.us. Upon written notice to Tyler, Client may designate a different person to be the recipient of such notice. Tyler is not responsible for any failure to respond if Tyler has submitted the notice required under this Section to the most current email address Client has provided. Client will have ten (10) business days to accept or reject the Deliverable or Milestone. In the event this review period expires without any action by the Client to either accept or reject the Deliverable or Milestone, the Deliverable or Milestone shall be considered accepted.

10.   Acceptance Testing

10.1 Conditional Acceptance of Tyler Software: Upon Tyler's notification to Client that one or more components of the Tyler Software, conversions, interfaces and modifications and other software deliverables defined in the Statement of Work ("Software Components") are ready for testing, Client will begin testing such Software Components in a non-production environment. Client will conduct those tests using the procedures and standards mutually agreed to in the User Acceptance Test Plan, or such other standards as are mutually agreed upon in writing

("Acceptance Test Procedures"). Client will conduct the tests to determine whether each Software Component satisfies the Acceptance Test Procedures ("Pre-Live Testing"). Client will have forty-five (45) days to conduct Pre-Live Testing unless otherwise agreed to by the parties per the Project Plan, beginning on the date Tyler notifies Client that the Software Component(s) is/are ready for testing. After that 45-day window has passed, Client will notify Tyler in writing if the Software Component(s) achieved "Conditional Acceptance." If Client determined that one or more Software Components cannot achieve Conditional Acceptance for failure to satisfy the Acceptance Test Procedures, Client will deliver to Tyler a description of the failures according to reporting procedures agreed to by both parties. Tyler will correct the failures in a timeframe mutually agreed to by the parties, with Client's consent not to be unreasonably withheld, and Client may repeat the Acceptance Test Procedures on the Software Component(s), repeating the process described above. This procedure shall continue until Conditional Acceptance of all Software Components. In the event Tyler disagrees with Client's determination that a Software Component cannot achieve Conditional Acceptance, Tyler will note the dispute on the Issues Log and escalate the dispute accordingly, as set forth in the Statement of Work.

10.2 Final Acceptance of the Tyler Software. Once Conditional Acceptance of each of the Software Components has occurred, and the Tyler Software has been placed in a live production environment, Client will operate the Tyler Software for a period of ninety (90) consecutive calendar days ("Live Testing"). In the event those 90 days pass without a reported, unresolved Priority Level 1 Defect, Client will issue "Final Acceptance." Final Acceptance shall be for each of the Software Components and for the System as a whole. System means the full suite of Tyler Software itemized in the Investment Summary and described in the Statement of Work. If a Priority Level 1 Defect issue is resolved within the last fifteen (15) days of the 90-day period, Client will have an additional fifteen (15) days of Live Testing. Priority Level 1 Defects and their resolution procedures are defined in the Support Call Process. If Client is unable to issue Final Acceptance within a commercially reasonable timeframe after Live Testing because of an unresolved Priority Level 1 Defect, Client will have the option, upon written notice to Tyler, to (i) pursue termination under Section E(14); (ii) accept the Tyler Software at its then-current level of performance; (iii) permit the Live Testing to be further extended for such period as mutually agreed to by the parties; (iv) accept the Software Components that achieved Final Acceptance and require Tyler to resolve the Defect(s) in the remaining Software Component(s), at no additional cost to Client; or (v) pursue such other remedies as may be available to Client at law or in equity. Final Acceptance of the Tyler Software will not release Tyler from complying with the other provisions of this Agreement including the warranties described in this Agreement and Tyler's obligation to correct any remaining Defects.

F.   ***Section D-Third Party Product Agreement, subsection 2 License of System Software is amended to add a new subparagraph (g) to read as follows:***

g.   Client's license rights to the Third Party Products will be governed by the Third Party End User License Agreement(s) provided in Exhibit 5.

G.   *Section E-General Terms and Conditions, subsection (2)(a) Invoice Dispute, the first sentence is amended to read as follows:*

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

a.   In the event Client believes any delivered product or service does not conform to the requirements and warranties in this Agreement, inclusive of the specifications and requirements contained in Exhibit 10-12, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice.

H.   *Section E-General Terms and Conditions, subsections (30)(a), 30(j), and 30(n)-30(q) Payment Terms, are amended in their entirety to read as follows:*

30.   <u>Payment Terms</u>

a.   The total amount of this Agreement as amended, including estimated travel expenses but not including maintenance services, shall not exceed $3,405,077. The not to exceed amount includes the amounts set forth in the Investment Summary (Exhibit 1) and in the Modification and Interfaces Cost Summary (Exhibit 12). The not to exceed amount is subject to modification in conjunction with Section B(5) ("Cancellation") and any authorized scope changes.

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. Effective upon execution of this amendment, Tyler shall invoice Client the Part Time Project Manager monthly fee of $12,000 (up to 18 months for a total of $216,000) as set forth in the Modification and Interfaces Cost Summary (Exhibit 12) for services provided in accordance with the Project Plan and/or Statement of Work.

n.   The fee for Tyler Forms Configuration will be invoiced upon Client authorization and sign-off on installation of the Tyler Forms Server in accordance with the Project Plan and/or Statement of Work.

o.   The fees for Tyler Form Libraries will be invoiced upon Client authorization and sign-off to load the respective forms library into the Live environment in accordance with the Project Plan and/or Statement of Work.

p.   Fees for individual conversions will be invoiced upon Client authorization and sign-off to load such conversion data into the Live environment in accordance with the Project Plan and/or Statement of Work.

q.   Fees for the 292 Training Days and the 78 Consulting Days in the Investment Summary shall be invoiced upon mutually agreed milestones, deliverables, and/or control points in accordance with the Project Plan and Statement of Work.

I.   ***Section E-General Terms and Conditions, subsection 36 Contract Documents, is amended in its entirety to read as follows:***

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 5-1 – BMI End User License Agreement - CollectIT
Exhibit 5-2 – BMI End User License Agreement - AssetTrack
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")
Exhibit 10 – Statement of Work
Exhibit 11 – Modifications and Interfaces
Exhibit 12 – Modifications and Interfaces Cost Summary

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, 10-12
Exhibit 8
Exhibit 9

J.   Client shall remit all outstanding and non-disputed invoice(s) for license fees for Tyler Software upon execution of this Amendment.

K.   Except as herein amended, all other parts and sections of that Agreement #529-S1311 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____   Dated: ___7/12/16___
     Name VERN PIERSON
     Title   CHIEF TECHNOLOGY OFFICER
     Department INFORMATION TECHNOLOGIES
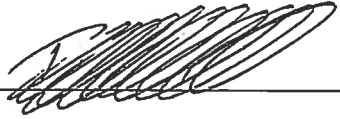
Requesting Department Head Concurrence:

By: _____   Dated: ___7/12/16___
     Name VERN PIERSON
     Title   CHIEF TECHNOLOGY OFFICER
     Department INFORMATION TECHNOLOGIES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to that Agreement for Services #529-S1311on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/7/16

By: _____
Chair
Board of Supervisors
"County"
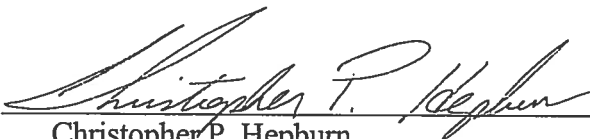
ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk
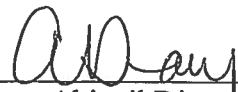
Dated: 6/7/16

-- CONSULTANT --

Tyler Technologies, Inc.

By: _____   Dated: July 5, 2016
Christopher P. Hepburn
President, ERP and School Division
"Consultant"

By: _____   Dated: July 6, 2016
Abigail Diaz
Vice President & Associate General Counsel

Exhibit 5-1
End-User License Agreement (EULA) for Collect-IT
Desktop Computer

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the desktop version of "Collect-IT.

Software Product License

The "Collect-IT Software Product" is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The "Collect-IT Software Product" is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

* **Software.** You may install and use one copy of the "Collect-IT Software Product" on (1) computer per license.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

*Limitations of Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the "Collect-IT Software Product", except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

*Separation of components. The "Collect-IT Software Product" is licensed as a single product. Its component parts may not be separated for use on more than one computer.

*Single Computer. "Collect-IT Software Product" is licensed with Computer as a single product.

*Software Transfer. You may permanently transfer all of your rights under this EULA only as part of a transfer to a new computer provided you retain the original copies, you transfer all of the "Collect-IT Software Product" (including all component parts, the media and printed materials, any upgrades, this EULA and, if applicable, the Certificate(s) or Authenticity), and the recipient agrees to the terms of this EULA. If the "Collect-IT Software Product" is an upgrade, any transfer must include all prior versions of the "Collect-IT Software Product"

*Termination. Without prejudice to any other rights BMI System Group may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the "Collect-IT Software Product" and all of its component parts.

3. COPYRIGHT. All title and copyrights in and to the "Collect-IT Software Product" (including but not limited to any images, photographs, animations, video, audio, music, text, and "apples" incorporated into the "Collect-IT Software Product" the accompanying printed materials, and any copies of the "Collect-IT Software Product", are owned by BMI Systems Group or its suppliers. You may not copy the printed materials accompanying the "Collect-IT Software Product". All rights not specifically granted under this EULA are reserved by BMI Systems Group.

4. PRODUCT SUPPORT. Product Support for the "Collect-IT Software Product" is provided by BMI Systems Group or its subsidiaries. For product support, please refer to BMI's support number provided in the documentation for the software. Should you have any questions concerning this EULA, or if you desire to contact BMI Systems Group for any other reason, please refer to the address provided in the documentation for the "Collect-IT Software Product".

5. U.S.GOVERNMENT RESTRICTED RIGHTS. The "Collect-IT Software Product" and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 or sub-paragraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is BMI Systems Group, P.O. Box 6280, Chandler, z. 85246-6280

Exhibit 5-2

BMI SYSTEMS GROUP

End-User License Agreement (EULA) for AssetTrak ARS
Desktop Computer

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the Manufacturer (BMI Systems Group) of the application software for the desktop version of "AssetTrak ARS.

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EXHIBIT 10

Tyler Technologies – El Dorado County, CA

Statement of Work

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Table of Contents

Section A: Executive Summary

A.1 Project Scope

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

A.1.1 Project Phasing and Module Scope

Implementation for the following functional areas and each of the modules related to the functional areas has been divided into the following major phases.

Phase	Functional Areas	Modules	Target Start Date	Target Go-Live Date
1a	Phase modification review	• Approve final modification list • Initiate modification specification development and review process	May 2016	N/A
1b	Financials	• Accounting/GL/BG/AP • Accounts Receivable • BMI Asset Track Interface • BMI CollectIT Interface • Bid Management • Business and Vendor Self Service (client hosted) • Contract Management • Employee Expense Reimbursement • Fixed Assets • GASB 34 Report Writer • General Billing • Inventory • Munis Office • Project & Grant Accounting • Purchase Orders • Requisitions • Role Tailored Dashboard • System Admin & Security • TCM Advanced OCR • TCM SE • TCM Web License • Treasury Management • Tyler Reporting Services	June 2016 or as otherwise mutually agreed to in the project plan	October 2017 or as otherwise mutually agreed to in the project plan

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Phase	Functional Areas	Modules	Target Start Date	Target Go-Live Date
		• Workflow Finance • Tyler Cashiering		
2a	Phase modification review	• Approve final modification list • Initiate modification specification development and review process	May 2016	N/A
2b	Human Resources / Payroll	• HR Management • Payroll w/ESS • Professional Development • Risk Management • Workflow HR	October 2016 or as otherwise mutually agreed to in the project plan	Jan 2018 or as otherwise mutually agreed to in the project plan
3a	Phase modification review	• Approve final modification list • Initiate modification specification development and review process	June 2016	N/A
3b	Work Orders/ Asset Management	• Work Orders, Fleet & Facilities Management • Workflow Revenue	January 2018 or as otherwise mutually agreed to in the project plan	Jan 2018 or as otherwise mutually agreed to in the project plan
4	Business Tax	• Business License • Citizen Self Service (client hosted)	TBD	TBD

A.2 Data Conversion Scope

The following conversion options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the noted conversion assumptions in section D.8.7 will be considered out of scope.

Conversion ID	Description
Accounting Opt 1 - Actuals	General ledger – actual account summary balances for up to 3 years, to be populated in the GL Master and GL Master Balance tables
Accounting Opt 2 - Budgets	General Ledger – budgeted account balances for up to 3 years, to be populated in the Munis GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget
Accounting Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
Accounts Payable Opt 1 Checks	Check History
Accounts Payable Opt 2 -	Invoice History

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Conversion ID	Description
Invoice	
Accounts Payable Standard Master	Vendor Master
Business License Option 1 - Bills	Open bills and charges
Business License Standard Master	Businesses, licenses and permits, charges and receipts, and classification codes.
Contracts	We added contract conversion with Katie 03/2014
Fixed Assets Opt 1 - History	Fixed Assets transaction history
Fixed Assets Std Master	Fixed Assets Master
General Billing Opt 1 - Recurring Invoices	General Billing - Recurring bill templates
General Billing Opt 2 - Bills	General Bills
General Billing Std CID	Customer File
Inventory Opt 1 - Commodity Codes	Commodity Codes
Inventory Std Master	Inventory Item Master
Project Grant Accounting Opt 1 - Actuals	Project& Grants – actual account summary balances
Project Grant Accounting Opt 2 - Budgets	Project& Grants – budgeted account summary balances
Project Grant Accounting Standard	Conversion from Project & Grant spreadsheet (to be provided during COA analysis)
Payroll - Option 10 Certifications	Employee Certifications and Expirations
Payroll - Option 11 Education	Employee Education History
Payroll - Option 1 Deductions	Employee Deductions
Payroll - Option 2 Accrual Balances	Employee Accrual Balances
Payroll - Option 3 Accumulators	YTD, QTD, MTD Accumulators
Payroll - Option 4 Check History	Payroll Check History
Payroll - Option 5 Earning/Deduction Hist	Payroll Earnings and Deductions History
Payroll - Option 7 PM Action History	Personnel Actions History
Payroll - Option 8 Position Control	Payroll Position Control and History
Payroll - Option 9 State Retirement Tables	Employee retirement
Payroll - Standard	Payroll Employee Master
Purchase Orders - Standard	Open purchase orders with encumbrances
Work Order Opt 1 - Work Order Asset	Department Parameter Maintenance, Misc. Codes, Class Codes, Activity Maintenance for Preventative Maintenance Schedules, Component Maintenance.

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Conversion ID	Description
Work Order Opt 2losed Work Order History No Cost Data	No Cost Data. Auxiliary Code Tables, Department Parameter Maintenance, Activity Maintenance, Maintenance Tables.
Work Order Opt 3 - Work Order History With Cost Data	With Cost Data. Auxiliary Code Tables, Department Parameter Maintenance, Activity Maintenance, Maintenance Tables.

A.3 Reports

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

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

A.4 Workflows

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

A.5 Development Services

See Exhibit 11 for the modifications that are in scope. The modifications have been identified and shall be delivered by Tyler in sufficient time to adequately test, correct errors, and re-test in order to deploy in production.

The following process would be followed for the final scope of development modifications:

- Client agrees to final scope of modifications
- Client sets the priority of specification development
- Tyler Development develops modification specifications
- Client would review, provide feedback and formally approve each specification
- Tyler Development will commence development per agreed to specifications
- Tyler will provide a mid-modification review for each modification or set of modifications
- Modifications will be delivered in the respective Munis or Tyler Cashiering release
- Tyler Development will provide Final Review for each modification or set of modifications with client, Tyler Project Management, and Implementation staff
- Tyler Implementation staff will assist Client with modification setup, testing and defect reporting via Customer Support portal
- Client and Tyler Implementation staff will have direct contact to development for questions during setup and testing

- Incidents reported by Client staff will be routed to Tyler Support or Tyler Early Adopter (EA) staff through existing, documented Support policies and procedures

Tyler Project Management and Implementation staff will assist in issue follow-up, escalation and reporting

A.6 Import and Export Scope

The standard file layouts and methods will be used for each interface not listed in Exhibit 11. For each standard interface, Tyler encourages that Client has an active support agreement with the third party system and for Client to be on a current version actively supported by the manufacturer/developer of the product installed. Client understands that not being on the supported version may have an impact on the use. Any requests to modify standard file layouts will follow the Scope/Contract Change Process defined in this Statement of Work.

A.7 Project Release Schedule

Tyler's implementation approach requires that Client will adhere to the following upgrade schedule. Tyler's Project Manager(s) will coordinate with Client project team to coordinate the upgrade activities as follows:

Version	Test Environment Deployment	Live Environment Deployment
V11.2	Currently Installed	Currently Installed
V11.2.5	September 2016	October 2016
V11.3 EA	February 2017	March 2017
V11.35	September 2017	2018

A.8 Deliverables

Tyler will provide the Deliverables identified throughout this statement of work. Deliverables will be submitted as a work product for Client review and follow the Deliverable acceptance procedures defined in Section C.10.

Deliverable	Phase	Deliverable Number
Implementation Management Plans	Cross Phase	1-1
Phase 1b		
Project Plan	1b	1-2
User Manuals	1b	1-3
Data Conversion Plan	1b	1-4
Analysis Questionnaire	1b	1-5
Static Environment Test (SET) Plan	1b	1-6
Modification Specifications	1b	1-7
Pre-Live Checklist	1b	1-8
Lessons Learned Document	1b	1-9
Phase 2b		
Project Plan	2b	2-2
User Manual	2b	2-3
Data Conversion Plan	2b	2-4

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Deliverable	Phase	Deliverable Number
Analysis Questionnaire	2b	2-5
SET Test Plan	2b	2-6
Modification Specifications	2b	2-7
Pre-Live Checklist	2b	2-8
Lessons Learned Document	2b	2-9
Phase 3b		
Project Plan	3b	3-2
User Manual	3b	3-3
Data Conversion Plan	3b	3-4
Analysis Questionnaire	3b	3-5
SET Test Plan	3b	3-6
Modification Specifications	3b	3-7
Pre-Live Checklist	3b	3-8
Lessons Learned Document	3b	3-9
Phase 4		
Project Plan	4	4-2
User Manual	4	4-3
Data Conversion Plan	4	4-4
Analysis Questionnaire	4	4-5
SET Test Plan	4	4-6
Modification Specifications	4	4-7
Pre-Live Checklist	4	4-8

A.9 Tyler Forms

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

- Payroll Library includes: 1 Payroll Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c, 1099R, 1095B and 1095C.
- Financial Library includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.
- General Billing Library includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.
- Tyler Forms Business License Library includes: 1 Business License form and 1 Renewal Application form

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Section B: Project Governance

B.1 Client Project Roles and Responsibilities

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

B.2 Client Decision Making

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions. The following table identifies the type of decisions and project team members with decision authority:

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

B.3 Executive Project Sponsors:

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

Resource	Title

B.4 Executive Steering Committee:

The Executive Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Steering Committee oversees the project team and the project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all project progress, project decisions, and achievement of project Control Points. The Executive Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department managers in Client. The Executive Steering

Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Executive Steering Committee also serves as primary level of issue resolution for the project.

Resource	Title

B.5 Project Manager/Lead:

Client's Project Manager will be responsible for reporting to the Executive Sponsors, Executive Steering Committee, Board of Supervisors, and communicates issues to Tyler upper management.

Clients Project Lead will coordinate project team members, subject matter experts, and the overall implementation schedule and serve as the primary point of contact with Tyler Implementation Staff. Reports issues and project status to the Client Project Manager.

Resource	Title	Function	Commitment

B.6 Project Team:

The assigned Project Team will have detailed subject matter expertise and be empowered to make appropriate business process and configuration decisions in their respective areas.

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

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

Resource	Title	Function	Commitment

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B.7 <u>Subject Matter Experts (SMEs)</u>

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

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

Resource	Title	Function	Commitment

B.8 <u>Technical Team:</u>

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

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

Resource	Title	Function	Commitment

B.9 <u>Upgrade Coordinator</u>

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

- Become familiar with the upgrade process and required steps
- Become familiar with Tyler's Release Life-cycle policy

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

Resource	Title	Function	Commitment

B.10 Client Tyler University Manager

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

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

Resource	Title	Function	Commitment

B.11 Tyler Roles and Responsibilities

Tyler plans to leverage the strengths, skills and knowledge of its blended team members. In the tables that follow, a description of the various roles associated with the overall project team is provided. All Key Personnel listed assume that a mutually executed contract is in place prior to September 15th, 2014.

B.12 Tyler Executive Oversight

The Tyler Vice President of Implementation has indirect involvement with the project and is part of the Tyler escalation process. This team member offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions. The Tyler Project Manager or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance.

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Resource	Title
Chris Webster	Vice President - Implementation

B.13 Tyler Regional Manager

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

Assignment of consultants and ensuring that availability, or lack of availability for consultants assigned to the Client project does not negatively impact the Client timeline.
- Assisting the Tyler Project Manager with resolution of issues Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Monitoring overall quality of the project including quality of consulting deliverables
- Providing proactive personal communication with Client's Executive Sponsors, Client's Steering Committee, and/or Client's Project Manager

Resource	Title
Scott Parks	Regional Manager

B.14 Tyler Project Manager

Tyler will assign a functional project manager for the Financials and Payroll/HR modules and a functional project manager for Tyler Cashiering, General Billing and AR modules. Each Project Manager will be responsible for the following:

- Serve as primary point of contact for Client
- Coordination of all Tyler resources across all modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing.
- Empowered to make all Tyler decisions regarding the project in order to keep the project on task.
- Initiates Change Orders on all approved decisions impacting the scope of the contract, as agreed upon by Client and Tyler Project Teams.
- Monitor and manage overall project risks
- Track completion of project tasks
- Escalate outstanding issues for approval within Tyler or coordinate change order process.
- Monitor project quality
- Identify and communicate any Client risks that may negatively impact the project.
- Facilitate bi-weekly project status meetings
- Create and delivery monthly status reports
- Ensuring agendas and preparation tasks for all training sessions at least two weeks in advance to the County Project Lead through email links, or as otherwise mutually agreed
- Ensuring that all work items, issues, and corrections are centrally tracked with a specific due date and owner at least 5 business days after each session, or as otherwise mutually agreed
- Ensure that implementation staff are fully prepared for training and modification testing
- Ensure that implementation staff follow up on open issues from training, testing, and conversions
- Manage overall SharePoint site (Calendar, Tasks, and Issues)

Resource	Project Commitment	Onsite Commitment

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Michele Riazzi*	50% dedicated, 20 hours per week	2-3 days per month
Kate Simonds	1-2 hours per week	N/A
To be assigned 90 days before phase starts – Business Tax	1-2 hours per week	N/A

* Client will be able to interview, review, and approve key personnel prior to being assigned, not to be unreasonably withheld.

B.15 Tyler Implementation Consultants

Tyler's Implementation Consultants will bring to the project Tyler Munis knowledge as well as industry knowledge of public sector practices and processes that will enable each consultant to advise Client on the most appropriate way of configuring Munis and overall achievement of the project scope and goals. Tyler Consultants will be responsible for the following:

- Possessing both a broad and deep understanding of the functionality within Tyler software products for which they are assigned
- Providing confident recommendations regarding configuration decisions and business process best practices in accordance with specific industry standards and based on their experience and expertise implementing Tyler software products with similar organizations
- Effectively facilitating training sessions and discussions with Client and Tyler staff to ensure the appropriate agenda topics are adequately discussed in the allotted time
- Providing conversion consulting and crosswalk assistance
- Participating in testing activities
- Conducting training (process, conversion validation, parallel processing)
- Provide assistance completing and testing Tyler Forms Kits
- Testing functionality with Client (base, customizations, interfaces)
- Performing problem solving and troubleshooting
- Issue reporting and follow-up
  - Updates on Issues weekly (PM monitor communication)
  - Issue list and updates included in site reports
- Completing site reports detailing activities for each implementation day within 5 business days or payment will be withheld
- Documenting work tasks with specific due dates and owners which support and are reconciled with the project plan
- Keeping both Client and Tyler Project Managers apprised of any and all issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or that could adversely impact the success of the project
- Preparing agendas and preparation tasks for all training sessions at least two weeks in advance, or as otherwise mutually agreed
- Post-live reconciliation and training

Resource	Role	Project Commitment	Onsite Commitment
TBD*	Financials	As scheduled	As mutually determined in project plan

TBD*	Payroll & HR	As scheduled	As mutually determined in project plan
TBD*	AR, GB and Tyler Cashiering	As scheduled	As mutually determined in project plan
TBD*	Work Orders	As scheduled	As mutually determined in project plan
TBD*	Business Tax	As scheduled	As mutually determined in project plan

* Client will be able to interview, review, and approve key personnel prior to being assigned, not to be unreasonably withheld.

B.16 Tyler Developers

The Tyler Developers are offsite resources responsible for:

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

B.17 Tyler Implementation Programmers

The Tyler Implementation Programmers are offsite resources responsible for:

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

B.18 Tyler Forms Designers

The Tyler Forms Designers are offsite resources responsible for:

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

B.19 Tyler Support Account Manager

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

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

B.20 Tyler Technical Support Specialist

Tyler Support Specialists are offsite resources responsible for:

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

Section C: Project Management

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

C.1 Project Plan Development and Management

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

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

	Client Role	Tyler Role
Project Manager/Regional Manager	• Review project plan • Review plan with Steering Committee and Executive Sponsors	• Review project plan for compliance with SOW
Project Lead/Project Manager	• Work with Tyler project manager to develop project plan	• Take lead in developing project plan
Project Team / Implementation Consultant	• Review project plan	• Review and become familiar with full project plan
Subject Matter Expert / Other	• Identify applicable meetings/deadlines on project plan and plan accordingly	• Identify applicable meetings/deadlines on project plan and plan accordingly

C.1.1   Requirements/Notes

The Project Work Plan will contain:

- Project's activities and tasks

- Dates of project activities and tasks

- Specific resources assigned to project tasks

- Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages

- Control Points and Deliverables

- Client Review Periods for Control Points and Deliverables

- Project Acceptance of Implementation Control Points

- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project

schedule as each analysis and implementation session builds on the decisions made in prior sessions

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

C.2 Project Status Reports

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

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

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

	Client Role	Tyler Role
Project Manager /Regional Manager	• Review status reports • Provide updates to the Steering Committee and Executive Sponsors • Participate in bi-weekly status meeting	• Review status reports
Project Lead/Project Manager	• Provide any necessary updates for status reports • Participate in bi-weekly status meetings • Review status reports	• Prepare status reports • Post status report to project SharePoint • Facilitate bi-weekly status meeting
Project Team / Implementation Consultant	• Review status reports • Participate in bi-weekly status meeting if necessary	• Participate in bi-weekly status meeting if necessary
Subject Matter Expert / Other		

C.2.1   Requirements/Notes

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

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

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

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

C.3 SharePoint

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

	Client Role	Tyler Role
Project Manager/Regional Manager	• Review SharePoint site as necessary	• Review SharePoint site as necessary
Project Lead/Project Manager	• Manage Client information on SharePoint Site	• Manage overall SharePoint site include set up of SharePoint folders
Project Team / Implementation Consultant	• Utilize SharePoint site for project documents (both posting and downloading)	• Utilize SharePoint site for project documents (both posting and downloading)
Subject Matter Expert / Other	• Review SharePoint as necessary	• Post trip reports and other documents as necessary.

C.3.1   Requirements/Notes

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

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

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

C.4 Agendas

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

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

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- Tyler Follow Up Item Status

	Client Role	Tyler Role
Project Manager/Regional Manager		
Project Lead / Project Manager	• Review Agenda • Distribute to Meeting Participants	• Develop agendas • Post agendas to SharePoint • Ensure Tyler follow up items are up to date
Project Team / Implementation Consultant	• Review Agendas prior to meeting	• Review agendas prior to meeting • Be prepared to cover material within the agenda
Subject Matter Expert / Other	• Review agendas prior to meeting	• Review agendas prior to meeting

C.4.1   Requirements/Notes

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

C.5 Executive Steering Committee Meetings

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

	Client Role	Tyler Role
Project Manager and Steering Committee / Tyler Regional Manager or Tyler Executive Oversight	• Participate in meetings at least once per every 2 weeks	• Participate in Steering Committees as necessary
Project Lead/Project Manager	• Develop agenda for steering committee meeting	• Participate in Steering Committees as necessary
Project Team / Implementation Consultant		
Subject Matter Expert / Other		

C.5.1   Requirements/Notes

In the event that there are project issues that require Tyler's on-site participation, Client will not be required to reimburse the costs of travel for Tyler's Project Manager, Regional Project Manager, or Tyler Executive Sponsor's on-site participation Client may cancel Executive Steering Committee Meetings if

there are not a sufficient number of items to discuss or if items can be deferred until the following meeting.

C.6 <u>Site Reports</u>

Each Tyler resource that is on-site for project activities with Client will provide a site-report and post to the Tyler SharePoint site. All site reports will contain meeting notes, issues, incidents, items not covered from agenda, and documentation of any decisions during the visit. Site reports will be completed within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding it to the Issues Log.

	Client Role	Tyler Role
Project Manager/Regional Manager		
Project Lead / Project Manager	• Review site reports	• Review site reports
Project Team / Implementation Consultant	• Review site reports	• Complete site reports
Subject Matter Expert / Other		• Complete site reports

C.6.1 <u>Requirements/Notes</u>

- Any issues/incidents identified on the site report will also be identified on the Project Issues Log with an expected resolution date.
- All site reports will be completed no later than one week after completion of a site visit.
- All site reports will be reviewed and edited for quality by the Tyler project manager prior to posting to SharePoint for Client review.
- The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.
- Completion of site reports will be part of acceptance criteria for each phase.

C.7 <u>Issues Log and Issue Tracking</u>

Tyler will maintain a list of issues (both open and closed) that have been identified for the project on the SharePoint site. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log within 5 busnisses days of discovery or client notification

Upon identification of project issues, risks, and key project decisions both Tyler and Client team members are responsible for adding the issue to the Issues Log. For each identified issue, the following information will be captured:
- Issue Number
- Incident Number
- Reported by/date
- Expected Resolution Date
- Status (i.e. new, open, closed, pending)
- Module/Business Process
- Priority
- Issue

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- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested
- Date Closed

Client Project Lead and Tyler Project Manager will review the Issues Log during project status meetings, or in individual meetings as needed. Client Project Lead and Tyler Project Manager will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the project, Client Project Lead and Tyler Project Manager will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Tyler implementation team will coordinate as necessary with Tyler's internal resources.

	Client Role	Tyler Role
Steering Committee and Executive Sponsors / Tyler Regional Manager	• Serve as point of escalation of issues	• Serve as point of escalation of issues
Project Manager	• Serve as point of escalation of issues • Report issues to Committee and Sponsors	
Project Lead / Project Manager	• Document and review issues	• Document and review issues
Project Team / Implementation Consultant	• Document issues	• Document issues
Subject Matter Expert / Other	• Report issues to Project Manager or Project Team Lead	• Report issues to Project Manager

C.7.1   Requirements/Notes

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

C.8 Risk Management

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

	Client Role	Tyler Role
Steering Committee	• Address any issues escalated to the Steering Committee level	•
Project Manager and / Tyler Regional Manager	• Address issues with Project Lead and Tyler Project Manager • Report issues to the Steering	• Address any issues escalated to the Steering Committee level

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	Committee	
Project Lead / Project Manager	• Monitor risks and communicate any identified risks to the Tyler project manager and client project manager	• Monitor risks and work with Client project manager to develop risk mitigation plans
Project Team / Implementation Consultant	• Communicate any risks to the Client project lead and manager	• Communicate any risks to the Tyler project manager
Subject Matter Expert / Other		

C.8.1   Requirements/Notes

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

C.9 Scope/Contract Change Process

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

C.9.1   Implementation Services Change Process

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

- Detailed description of resources (both Tyler and Client) required to perform the change
- Implementation Plans
- Schedule for completion
- Acceptance criteria
- Impact on cost and schedule
- Impact on project goals and objectives
- Price

C.9.2   Product Enhancement/Change Process

If the Client requires the modification of the products in scope, including any interface not in scope, the Client's Project Manager shall submit the request via the Enhancement Request Process documented on

Tyler Community specifying the proposed enhancement with sufficient detail to enable Tyler to evaluate it.

Tyler has two different types of Product Enhancement Requests:

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler's Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help us best determine the areas of the product needing to be addressed.

2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by our Development Teams. Tyler, within thirty (30) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request. If the request is not generally consistent with the current direction of the respective product Tyler will notify Client in writing; otherwise Tyler shall provide Client with a written development scope change proposal containing the following:

    o Specification
    o Schedule for completion
    o Minimum version requirements
    o Any additional implementation services required, such as project management, conversions, forms output and/or training outside of the current project scope
    o Impact on current cost and schedule
    o Impact on project goals and objectives
    o Response Due Date
    o Total cost

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

By the Response Due Date Client shall notify Tyler in writing if Client elects to proceed with the Development request. Tyler's Project Manager will submit the approved Development request to Tyler's Contract team to create a contract amendment. Tyler will schedule the work described in the Development change request upon Tyler's receipt of a signed contract amendment. If, by the Response Due, Client gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it.

	Client Role	Tyler Role
Project Manager, Steering Committee, or/and Executive Sponsors	• Review and approve change proposals	
Project Lead / Project Manager	• Communicate requested changes to Tyler	• Coordinate change process • Communicate requested changes to Client
Project Team / Implementation Consultant	• Communicate issues, risks, and	• Communicate issues, risks, and

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	Client Role	Tyler Role
	other potential change items to Client project lead	other potential change items to Tyler project manager
Subject Matter Expert / Other		

C.9.3 Requirements/Notes

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

C.10 Implementation Control Point and Deliverable:

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

	Client Role	Tyler Role
Executive Sponsors	• Accept/Reject/Delagate to commitee within five (5) business days • Review control point and upon completion grant sign off	•
Steering Committee	• Review any issues escalated from the Client or Tyler project manager	• Review any issues escalated from the Client or Tyler project manager
Project Manager	• Review and reject • Provide feedback on rejections • Review control point	• Coordinate acceptance process • Review control point and upon completion grant sign off
Project Lead	• Review and provide feedback to the client project manager	•
Project Team / Implementation Consultant	• Review and provide feedback to the client project lead	
Subject Matter Expert / Other		

C.10.1 Implementation Control Point and Deliverable Acceptance Process

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

1. Tyler shall submit each Control Point or Deliverable to Client for review. Upon completion each Control Point or Deliverable, Tyler shall present an acceptance form.

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2. If Client does not agree that the particular Deliverable or Control Point has been met, Client shall notify Tyler, in writing, with its reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the delivery.

3. Tyler shall correct any deficiencies and resubmit the Deliverable or Control Point within five (5) business days. Client shall then have five (5) business days from receipt of the resubmitted Deliverable or Control Point to accept or again submit written notification of its reasons for rejecting the Control Point or Deliverable. If written notification is not received within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted.

4. The process set forth in the paragraphs above shall continue until all issues have been addressed and the Deliverable or Control Point is accepted by the Client.

5. Acceptance will be initiated and managed by utilizing the Tyler SharePoint workflow approval process.

C.10.2 Requirements/Notes

- All review periods will be tracked on the project plan
- The Executive Sponsors have decision authority to approve/reject all project Control Points and Deliverables
- Acceptance will be initiated and managed by utilizing the SharePoint workflow approval process.

C.10.3 Requirements/Notes

- All control point reviews will be identified on the project plan.
- Any open issues shall be resolved or decisions made on appropriate plans within five (5) business days after the Control Point Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both Tyler and Client recognize that failure to complete tasks and resolve open issues may have a negative impact on the project.
- For any tasks not yet complete, Tyler and Client will provide sufficient resources to expedite completion of tasks as to not negatively impact the project.

C.11 Other Project Management Resources

C.11.1 Tyler University

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

	Client Role	Tyler Role
Project Lead / Tyler University	• Assist with creation of Tyler	• Assist with creation of Tyler

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	Client Role	Tyler Role
Manager	University user accounts • Ensure users are following curriculums • Monitor and communicate user progress to Client management staff	University user accounts • Provide user progress reports
Project Team / Implementation Consultant	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• Communicate and identify prerequisite content on agendas and site reports.
Subject Matter Expert / Other	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• N/A

C.11.2 Knowledge Base

Tyler provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledgebase. Knowledge base will be available to Client staff at the time of contract signing.

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Provide reference to knowledge base documents
Project Team / Implementation Consultant		• Provide reference to knowledge base documents
Subject Matter Expert / Other		

C.11.3 Requirements/Notes

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

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Section D: Implementation

D.1 Implementation Methodology Overview

Each phase of the project will be implemented using the methodology defined below. Throughout the project methodology, Tyler has established control points (critical review points) to ensure an organization fully understands and accepts the project and to ensure that Tyler is providing quality services to assist in Client's implementation. It is at these check points that organizational stakeholders monitoring the overall project (for both Tyler and Client) must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase.   Control points are defined in the section below and the process for accepting each is identified in Section C.10.

D.2 Control Points

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

Phase	Control Point	Description
1b	1.1	Completion of DED#02 Project Plan and City Sign off of Control Point Project Planning indicating all project plan tasks in WBS 1.0 and 2.0 are complete (WBS 2.4.2)
1b	1.2	Completion of Chart of Accounts and Authorization to load into Live environment. (WBS 3.5.2)
1b	1.3	Authorization to Proceed to Static Environment Test (WBS 4.13.2)
1b	1.4	Completion of SET Test and Authorization to Proceed to Training (WBS 5.5.5)
1b	1.5	Client Authorization to Proceed to Live Preparation (WBS 6.5.2)
1b	1.6	Client Sign-off of Live Processing (WBS 8.3.1)
1b	1.7	Sign-off on Phase Closure (WBS 10.3.1)
2b	2.1	Authorization to Proceed to Static Environment Test (WBS 4.13.2)
2b	2.2	Completion of SET Test and Authorization to Proceed to Training (WBS 5.5.5)
2b	2.3	Client Authorization to Proceed to Live Preparation (WBS 6.5.2)
2b	2.4	Client Sign-off of Live Processing (WBS 8.3.1)
2b	2.5	Sign-off on Phase Closure (WBS 10.3.1)
3b	3.1	Authorization to Proceed to Static Environment Test (WBS 4.13.2)
3b	3.2	Completion of SET Test and Authorization to Proceed to Training (WBS 5.5.5)
3b	3.3	Client Authorization to Proceed to Live Preparation (WBS 6.5.2)
3b	3.4	Client Sign-off of Live Processing (WBS 8.3.1)
3b	3.5	Sign-off on Phase Closure (WBS 10.3.1)
4	4.1	Authorization to Proceed to Static Environment Test (WBS 4.13.2)

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Phase	Control Point	Description
4	4.2	Completion of SET Test and Authorization to Proceed to Training (WBS 5.5.5)
4	4.3	Client Authorization to Proceed to Live Preparation (WBS 6.5.2)
4	4.4	Client Sign-off of Live Processing (WBS 8.3.1)
4	4.5	Sign-off on Phase Closure (WBS 10.3.1)

D.3 Project Initiation

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

D.3.1 Task – Project Kick Off

	Client Role	Tyler Role
Steering Committee	• Participate in kick off meeting	
Project Lead and Manager / Project Manager	• Review SOW • Coordinate kick off meeting	• Review SOW • Coordinate kick off meeting
Project Team / Implementation Consultant	• Review SOW • Participate in kick off meeting	• Review SOW • Participate in kick off meeting
Subject Matter Expert / Other	• Participate in kick off meeting	

D.3.2 Requirements/Notes

- All Tyler project managers and implementation consultants will become familiar with the contract, SOW, and any applicable Client policies.
- The kick off meeting presentation will be a collaborative effort between Client and Tyler
- Tyler will lead development of the kick off presentation (Client to provide input) and the kick off presentation will be developed specific to the Client project
- Kick Off meetings will occur prior to the beginning of each phase.

D.3.3 Outcomes/Deliverables

- Deliverables:

- Project Outcomes:
  - o Introduction of all key project team members
  - o All project team members understand project and contract requirements

o   Client project team members understand Tyler implementation approach

D.4 Project Planning

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

D.4.1   Develop Implementation Management Plans

	Client Role	Tyler Role
Project Manager / Tyler Regional Manager	• See DED 1	• See DED 1
Project Lead / Project Manager	• See DED 1	• See DED 1
Project Team / Implementation Consultant	• See DED 1	• See DED 1
Subject Matter Expert / Other	• See DED 1	• See DED 1

D.4.2   Develop Project Plan

	Client Role	Tyler Role
Project Manager / Tyler Regional Manager	• See Section C.1	• See Section C.1
Project Lead / Project Manager	• See Section C.1	• See Section C.1
Project Team / Implementation Consultant	• See Section C.1	• See Section C.1
Subject Matter Expert / Other	• See Section C.1	• See Section C.1

D.4.3   Requirements/Notes

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

D.4.4   Outcomes/Deliverables

• Deliverables:
  o   Deliverable 1: Implementation Management Plans (DED 1)
  o   Deliverable 2: Project Plan/Schedule (DED 2)
  o   Deliverable 3: Standard Tyler Munis User Manuals (DED 3)

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- Project Outcomes:
    - Project Plan Complete
    - Project Plan Includes Full Scope of Project and is Consistent with SOW Tasks
    - Implementation Plans complete and all project stakeholders understand key project management processes and roles throughout the project.

- Control Point(s):
    - Phase Schedule Accepted

D.5 Structural Foundation

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

D.5.1 Chart of Accounts (CoA) design

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Track and follow up on errors
Project Team / Implementation Consultant	• Build CoA Spreadsheet • Review and confirm CoA in spreadsheet was loaded correctly • Load converted CoA into Munis	• Discuss CoA options • Facilitate discussions on CoA Best practices • Demonstrate CoA options in Munis • Train Client on preparing CoA Spreadsheet • Review and validate CoA spreadsheet
Subject Matter Expert / Other		

D.5.2 Project Team Overview:

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

	Client Role	Tyler Role
Steering Committee		
Project Lead / Project Manager	• Schedule training and secure training facilities • Attend scheduled sessions	• Schedule and coordinate • Provide overview system training on standard Munis features • Provide "how-to" documentation for all purchased modules Ensure implementation team is prepared for overview
Project Team / Implementation Consultant	• Attend sessions	• Provide overview

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		• Prepared to cover agenda items
Subject Matter Expert / Other	• Attend sessions, as necessary	
Tyler University Manager / Tyler Project Manager	• Provide project team login details and curriculum assignments for Tyler University • Ensure users are able to access and enroll in Tyler University courses	• Provide Tyler University user and curriculum requirements Coordinate setup of Tyler University users

D.5.3   Requirements/Notes

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

Chart of Accounts
- Client will complete the Tyler Munis CoA workbook as instructed by Tyler consultants
- Tyler consultants will explain and follow up on any Client questions related to most applicable configurations of the CoA.
- Tyler consultants will review all federal, grantor, or other requirements for the Client chart of accounts and ensure that the set up will be sufficient to handle any reporting, tracking, or budgeting needs of Client.

Project Team Overview
- Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on Tyler University, the project SharePoint site or linked to our Knowledge Base for easy access by attendees.   Client will be responsible for printing any necessary documents for the users, as needed.

- Prior to scheduled sessions, all users must have access to the training environment. The users must have logins established and know how to access the training environment.

- Project team members will be setup and enrolled in their respective Tyler University curriculums with enough time to complete prerequisite courses.

- Project Team shall complete all prerequisite Tyler University requirements prior to attending related training sessions.

D.5.4   Outcomes/Deliverables

- Deliverables:
  - N/A

- Project Outcomes:
  - Project team members trained on standard Munis features
  - Chart of accounts defined and loaded into Munis.

- Control Point(s):
  - Chart of Accounts Design Acceptance

D.6 Knowledge Transfer

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

D.6.1 As-Is Analysis

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Ensure implementation team is prepared • Track Issues and Incidents
Project Team / Implementation Consultant	• Complete process questionnaires • Participate in As-Is Sessions	• Prepared to cover agenda items • Review Client project documentation • Review as-is process maps • Provide process questionnaires • Conduct analysis of Client business processes • Identify detailed configuration requirements • Review inventory of processing, configuration and data flow options
Subject Matter Expert / Other	• Participate in As-Is Sessions	

D.6.2 Data Conversion Analysis

Tyler consultants will complete a data conversion analysis. During the analysis current data systems will be reviewed and consultants will determine with Client staff a plan for data conversion. Data conversion plan will include:
- Scope of data conversion
- Level of detail converted
- Historical data converted
- Identification of current data sources
- Strategy and timing for data conversion

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

	Client Role	Tyler Role
Steering Committee		

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	Client Role	Tyler Role
Project Manager		• Ensure implementation team is prepared
Project Team / Implementation Consultant	• Make decisions on data conversion plans • Identify current data to be converted	• Prepared to cover agenda items • Review contracted data conversions • Review current data • Provide recommendations for data conversion
Subject Matter Expert / Other	• Identify current data to be converted	

D.6.3   Security Analysis

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

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Ensure implementation team is prepared • Track Issues and Incidents
Project Team / Implementation Consultant	• Attend meetings • Make security decisions • Document security decisions in security matrix	• Prepared to cover agenda items • Review Client business process and facilitate process to define user access roles and permissions • Identify correct Munis security features to match to Client business process decisions
Subject Matter Expert / Other		

D.6.4   Workflow Analysis

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

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Ensure implementation team is

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	Client Role	Tyler Role
		prepared • Track Issues and Incidents
Project Team / Implementation Consultant	• Attend meetings • Make workflow decisions • Document workflow decisions in workflow matrix	• Prepared to cover agenda items • Review Client business process and facilitate process to define new Munis workflows • Identify correct Munis workflow features to match to Client business process decisions
Subject Matter Expert / Other		

D.6.5   Custom Interface Analysis

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

So long as the 3rd party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

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

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Ensure implementation team is prepared • Track Issues and Incidents
Project Team / Implementation Consultant	• Identify requirements for interfaces • Coordinate third party interface needs/development • Document Interface	• Prepared to cover agenda items • Review existing standard interface options within Munis
Subject Matter Expert / Other		

D.6.6   Business Process Analysis

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Ensure implementation team is prepared • Track Issues and Incidents
Project Team / Implementation Consultant	• Participate in best practice discussions • Determine policy & procedure decisions for Munis software	• Prepared to cover agenda items • Lead analysis of possible process changes • Review best practices

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	• Facilitates discussions of business process change and coordinate additional (non-Tyler) business process discussions	• Facilitate discussion of best practice recommendations • Demonstrate options for configuration of Munis • Review table and set up options • Review desired changes in business processes and data flows
Subject Matter Expert / Other	• Participate in meetings	

D.6.7 To-Be Decisions

	Client Role	Tyler Role
Steering Committee	• Review business process decisions • Make decisions elevated to steering committee	
Project Manager	• Make decisions on business process – authority to delegate as deemed appropriate	• Ensure implementation team is prepared • Track Issues and Incidents
Project Team / Implementation Consultant	• Make decisions on business process • Document system design decisions • Develop customized user documentation • Conduct internal meetings to review design decisions for Static Environment Test	• Prepared to cover agenda items • Conduct analysis of desired process changes • Review Flow Charts • Review available options • Review module parameters, code configurations and work flow options • Conduct analysis of set up tables codes and parameters • Review Munis set up options to facilitate to-be decisions • Deliver configuration document citing recommendations for best use of Tyler software options • Prepare Analysis Questionnaire (DED –5)
Subject Matter Expert / Other		

D.6.8 Requirements/Notes

- All project decisions will be documented in the Analysis Questionnaire (DED 5).
- Project decisions and system design documentation will reference the Client functional requirements

D.6.9 Outcomes/Deliverables

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- Deliverable(s):
  - o Data Conversion Plan (DED 4)
  - o Analysis Questionnaire (DED 5)
  - o Modification Specifications, if applicable (DED 7)

- Project Outcomes:
  - o Review and analysis of all Client business processes in scope for project
  - o Client and Tyler review of best practice recommendations and decision on to-be process
  - o Client makes all necessary business process and configuration decisions
  - o Tyler documents all Munis set up decisions in Analysis Questionnaire

- Control Point(s):
  - o Authorization to Proceed to Static Environment Test

D.7 <u>Static Environment Test (SET)</u>

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

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

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Ensure implementation team is prepared • Track Issues and Incidents
Project Team / Implementation Consultant	• Prepare/gather test data • Review and provide feedback on SET test script • Participate in SET Test Session • Assess project decisions and validate/correct project decisions. • Revise Analysis Questionnaire as required. • Re-perform SET Test for any changes to major decisions	• Prepared to cover SET items • Develop SET Test Script (DED 6) • Facilitate and lead SET Test • Document results from SET Test • Re-perform SET Test for any changes to major decisions • Send forms output data to Tyler Forms team for each form in the scope of the respective Phase.
Subject Matter Expert / Other		

D.7.1 <u>Requirements / Notes</u>

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

D.7.2 Outcomes/Deliverables

- Deliverable(s):
  - Static Environment Test Plan (DED 6)

- Project Outcomes:
  - Major business process and Munis set up decisions are tested and validated.
  - Forms output data sent to Tyler Forms to begin the forms design process
  - Client ready to begin full configuration of Munis consistent with DED 5: Analysis Questionnaire
- Control Point(s):
  - Authorization to Proceed to Implementation

D.8 Implementation

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

D.8.1 Table Building and Set Up

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

	Client Role	Tyler Role
Steering Committee		
Project Manager		- Ensure implementation team is prepared - Track Issues and Incidents
Project Team / Implementation Consultant	- Client builds Set Up tables - Client builds Workflow	- Prepared to cover agenda items - Train Client on completion of Set Up Tables according to analysis sessions - Train Client on Workflow completion
Subject Matter Expert / Other		

D.8.2   Data Conversion and Proofing

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

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

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Ensure on time delivery of conversions according to schedule • Track errors and issues
Project Team / Implementation Consultant	• Client pulls data from legacy system (-) • Client produces balancing reports • Client documents and submits needed corrections to conversion	• Prepared to cover agenda items • Train Client on methods for validating converted data in Munis
Subject Matter Expert / Other	• Client pulls data from legacy system (-) • Client produces balancing reports • Client is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation • Load all conversion passes as directed by Tyler PM • Tyler will produce an error report outlining errors that result from running Client's data through the conversion program. Client is responsible for reviewing the report and investigating solutions • Client validates converted data using error reports, balancing reports, etc.	• Prepare system parameters and codes to align with data mapping • Write and execute program to convert submitted data according to crosswalk • Through analysis, fields in legacy systems and Munis will be outlined for conversion. Tyler staff will use best efforts to direct Client on the legacy source files and desired fields for conversion mapping • Tyler will program conversion programs according to the accepted file submission layout. • Tyler will produce an error report outlining errors that result from running the County's data through the conversion program.

D.8.3   Forms Design and Proofing

Using the data extracted during the Static Environment Test process, output data is sent to Tyler's Forms Design team to create proofs for each of the forms in scope for the respective Phase. Tyler's Forms Team

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merges the data according to the decisions and options from the Forms Kits. The proofs are sent back to Client in an iterative process to review for accuracy or report any necessary adjustments. Once Form proofs have has been accepted and forms are loaded on Client's server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of SME training so that both the content and process are validated repeatedly.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Client accepts form design and authorizes installation	• Ensure on time delivery of forms according to schedule • Track errors and issues
Project Team / Implementation Consultant	• Client fills out Tyler Forms Kits • Client validates form design, content and layout • Submit forms to bank for approval.	• Prepared to cover agenda items • Assist in data mapping questions • Assist in issue resolution
Subject Matter Expert / Other		• Tyler Forms creates form designs from Client mock-ups • Tyler Forms merges data from To-Be Test with Form designs • Tyler sends form design proofs for review and acceptance • Tyler Forms installs Forms Server on client Forms server • Tyler installs Forms Library on client forms server

D.8.4 Program Modifications/Interfaces

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

	Client Role	Tyler Role
Steering Committee	• Modification sign off	
Project Manager	• Review and discuss modifications with committee	• Coordinate sign off • Ensure on time delivery of mods/interfaces according to schedule • Track errors and issues
Project Team / Implementation Consultant	• Client will validate performance of customization through repeated unit testing as well as process testing throughout implementation	• Prepared to test and discuss modifications/interfaces
Subject Matter Expert / Other		• Tyler will program changes as

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		outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps • Tyler's QA team will test customization within applicable, impacted modules • Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification (mid and final) • Programs will be developed to import/export Tyler data in format required • A document is created describing the interface and how to utilize it

D.8.5   SME Training

Tyler will train all Client SMEs to perform ongoing training of Decentralized End Users. The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, Client trainees, training room, etc.).

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

	Client Role	Tyler Role
Steering Committee		
Project Manager		• Ensure implementation team is prepared
Project Team / Implementation Consultant	• Attend training on completing Trial Run/Parallel processes • Complete Trial Run/Parallel process steps, identify discrepancies and correct	• Prepared to cover agenda items • Perform test of Tyler Forms through process testing and training • Train Project Team Leads/Subject Matter Experts on applicable Munis processing • Train Client on completing Trial Run/Parallel processes • Train Client on process of printing and testing forms
Subject Matter Expert / Other	• Attend Training • Complete Trial Run/Parallel process steps, identify discrepancies and correct	
Project Team/Change Management Leads	• Attend Change Management Coach sessions	• Deliver Coach Session based on Change Management Strategy

D.8.6   Report Training

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

	Client Role	Tyler Role
Steering Committee		
Project Lead/ Project Manager	• Coordinate report training	• Ensure implementation team is prepared
Project Team / Implementation Consultant	• Attend report training	• Prepared to cover agenda items • Conduct report training
Subject Matter Expert / Other	• Attend report training	

D.8.7 Requirements / Notes

- **Table Building and Set Up –**
  - All homework tasks will be listed on the project plan

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

  - Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited files
  - Each legacy system data file submitted for conversion includes all associated records in a single file layout
  - Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
  - Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
  - Conversion validation is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. Client must review and provide authorization to proceed to final conversions before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. This authorization to proceed is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.
  - Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions.

- **Forms Design**
  - Client must receive bank approval for all check forms a minimum of thirty (30) calendar days before live processing. This testing is part of pre-live assessment.
- **Program Modifications/Interfaces**
  - Tyler will provide a separate DED 7 for each contracted program modification
- **SME Training**

- o Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. Client will be responsible for printing the necessary documents for the users, as needed.
  - o Prior to scheduled training sessions, all users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
  - o Navigational Videos - Tyler will provide Knowledgebase URL links to any referenced or required Munis navigational videos to Client.
- **Change Management Coach Sessions**
  - o Change Management Coach training will be delivered once for a maximum of 25 attendees.

D.8.8 Outcomes/Deliverables

- Deliverable:
  - o None

- Project Outcomes:
  - o Munis system has been configured to meet the functional requirements, SOW, and Analysis Questionnaire (DED 5).

- Control Point(s):
  - o Authorization to Proceed to Live Preparation

D.9 Live Preparation

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

D.9.1 User Acceptance Testing

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that user acceptance testing is all performed post end-user training, Tyler supports incremental user acceptance testing through trial run processing in Financials and parallel processing in Payroll and Human Resources. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the user acceptance testing will expand to include End Users. Once the implementation project is complete, Client will have sufficient time as identified in the agreement to conduct full user acceptance testing prior to go-live.

	Client Role	Tyler Role
Steering Committee		
Project Lead / Project Manager	• Coordinate User Acceptance Test	
Project Team / Implementation Consultant	• Conduct User Acceptance Test	

Subject Matter Expert / Other		

D.9.2   End User Training

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

D.9.3   End User Training

	Client Role	Tyler Role
Steering Committee		
Project Lead / Project Manager	• Coordinate all logistics for End User Training	• Provide template training materials and template training agendas
Project Team / Implementation Consultant	• Develop training materials • Train End Users	• Schedule and track completion of training on the project plan
Subject Matter Expert / Other	• Attend Training	

D.9.4   Pre-Live Planning

	Client Role	Tyler Role
Steering Committee		
Project Lead / Project Manager	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management perspective	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management perspective
Project Team / Implementation Consultant		
Subject Matter Expert / Other	• Client performs any desired stress testing	

D.9.5   Final Data Conversions

	Client Role	Tyler Role
Steering Committee		
Project Lead / Project Manager	• Client ceases activities in applicable legacy applications	
Project Team / Implementation Consultant	• Client ceases activities in applicable legacy applications	
Subject Matter Expert / Other	• Client ceases activities in applicable legacy applications	• Execute program to convert submitted final data according to

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			crosswalk
	• Client pulls Final Conversion data and submits to Tyler • Client validates converted data using error reports, balancing reports, etc. • Client accepts final conversions and authorizes them to be loaded in Live Database • Load data into Live environment		• Work with Client to confirm readiness to load data into Live environment

D.9.6   Requirements / Notes

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

End User Training
  • End User Training will occur after User Acceptance is complete.

  • Prior to scheduled training sessions, the Tyler and Client will make sure the following prerequisites are met:
    o Training Database - All users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
    o Tyler will provide interactive eLearnings to Client via Tyler University. The eLearnings demonstrate basic functions including: navigation, general concepts and process flow, add/update/output, search, and a common toolbar.

Pre-Live Planning:
  • NA

Final Data Conversions
  • NA

D.9.7   Outcomes/Deliverables

  • Deliverable(s):
    o Pre-Live Checklist (DED 8)

  • Project Outcomes:

    o All end-users included in training plan are trained on system and business processes
    o Client makes decision to go-live

  • Control Point(s):
    o Signoff to Begin Live Processing

D.10 Live Processing

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

	Client Role	Tyler Role
Steering Committee		
Project Lead / Project Manager	Track and monitor open issues	• Track and monitor open issues
Project Team / Implementation Consultant	• Provide go-live assistance • Identify users that may need additional training	• Provide go-live assistance • Provide setup and data conversion troubleshooting
Subject Matter Expert / Other	• Client users utilize Munis for live processing	

D.10.1 Requirements / Notes

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

D.10.2 Outcomes/Deliverables

- Deliverable
  o NA

- Project Outcomes:
  o Client is using Munis for live processing

D.11 Post Live Process

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

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

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

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	Client Role	Tyler Role
Steering Committee		
Project Lead / Project Manager	• Schedule post-live training activities • Coordinate resources	• Schedule post-live training activities • Coordinate resources
Project Team / Implementation Consultant	• Review policy and procedure decisions	• On-site to resolve issues • Facilitate review of policy and produce decisions • Provide training on reconciliation process
Subject Matter Expert / Other	• Client users utilize Munis for live processing • Record issues as identified	• Provide custom reports that are in-scope

D.11.1 Requirements / Notes

- Within the proposed go-live and through coordination with Client for the post-live plan, Tyler will provide post-go live support after go-live for each project phase.
- Tyler, within the proposed go-live, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period. Such events include:
    - Fiscal Year End Activities
    - End of Year Payroll and 1099 Activities
    - Benefits Open Enrollment
    - Budget Development
- On-site or scheduled training sessions will be budgeted for and entered into the project plan. Non-scheduled support will also be available through Tyler Technical Support.
- Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional services. Additional assistance beyond that specified here will be considered out of scope and will require a change order.

D.11.2 Outcomes/Deliverables

- Deliverable(s):
    - Lessons Learned (DED 9)

D.12 Phase Closure

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

	Client Role	Tyler Role
Executive Sponsors	• Grant final acceptance	
Project Manager	• Coordinate final acceptance process • Grant final acceptance for the	• Initiate transition to support • Facilitate Lessons Learned discussion and develop lessons

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	phase	learned document
Project Team / Implementation Consultant	• Perform final user acceptance testing • Document issues	• Troubleshoot and resolve issues related to user acceptance testing
Subject Matter Expert / Other		

D.12.1 Requirements / Notes

- Tyler's consultants will perform training on the identified post-live processes.

- Client-authorized users shall document and report issues through the provided Tyler support resources

D.12.2 Outcomes/Deliverables

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

- Control Point:
    - Acceptance of Project/Phase Closure

Section E: Homework Requirements

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

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

Section F: Facility Requirements

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

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

Section G: Appendix

Appendix 1: Deliverable Expectation Document

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions.

Deliverable Number: DED-1 (1-1)	
Deliverable Name: Implementation Management Plans	**Phase:** CROSS ALL PHASES
Objective: To provide procedures for project management and managing changes to the project scope, schedule or budget.	
Scope: Customized management plans to reflect Client's specific project approach. Management plans will document specific project management processes that are agreed upon between Client and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and contract with Client. The management plan will include all information and procedures for all phases of the project.	
Format: Microsoft Word	

Outline:

Resource Management Plan
- Identify Tyler resources on project and specific roles/tasks for the project
- Identify Client resources and what meetings/roles/tasks each needs to be included on
- Determine method for identifying/communicating on-site resources

Communication Management Plan
- Definition of Project Communications
- Communication Methods
- Key Stakeholders / Audiences for Each Communication
- Frequency of Communications
- Roles and Responsibilities

Risk Management Plan
- Definition of Risks
- Risk Assessment Methodology
- Risk Documentation

Quality/Testing Management Plan
- Testing Process
- Testing Criteria
- Process for Resolving Testing Issues
- Quality Review Process / Deliverable Quality Review
- Overall Project Quality Standards

Schedule Management Plan
- Identify process for making adjustments to schedule

Change Management Plan
- Develop Change Management Strategy
- Identification of project concerns, risks and issues

Deliverable Number: DED-1 (1-1)

- Determine the types, frequency and delivery of communications
- Identify Client resources and what meetings/roles/tasks each needs to be included on

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

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

- Staff
  - How many students per teacher?
  - How many students per workstation?
  - What are the hours of training?
  - Who will be trained on each Munis application?
  - Who will take attendance?
  - Will management be present for each session?
  - Who will train the end-users Munis versus Project Team Leads)?

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

- Quality Control
  - How will Client determine if attendees have learned required training outcomes?
  - How will follow up training be administered?

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

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

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

Deliverable Number: DED-1 (1-1)

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

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

Deliverable Name: Project Plan / Schedule	**Phase:** All

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

Scope: See SOW Section C.1

Format: Initially developed and maintained on the Project SharePoint site. Tyler is currently testing the use and integration of MS Project with SharePoint. If the testing is complete and successful during Client's implementation, Tyler will consider the transition of this deliverable to be in MS Project.

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

Client Role:
- Review project plan
- Contribute information necessary to complete and maintain project plan

Tyler Role:
- Provide initial on-site and remote session schedule to client for approval
- Create project plan
- Post project plan to Project SharePoint site

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

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

Deliverable Name: User Manuals	**Phase:** All

Objective: Provide documentation on standard Munis functions

Scope: Comprehensive user manuals for all Tyler modules purchased.

Format: MS Word

Outline:
- Overview of module
- Detailed description of how to generally complete tasks in Munis

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

• Identification of options, fields, and functions built into the Munis software.

Client Role:
- Review User Materials
- Update materials with Client-specific steps and processes

Tyler Role:
- Provide training manuals on SharePoint.

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

Deliverable Number: DED-04 (1-2, 2-2, 3-2, 4)

Deliverable Name: Data Conversion Plan	**Phase:** All

Objective: Document conversion option decisions, timelines, tasks and validation methods.

Scope: All conversions listed in Section A.2 that Client chooses to convert. As analysis sessions occur, the plan will be updated with scope of conversions, years of history, and fields to convert.

Format: MS Excel

Outline:
- Conversion options to be exercised
- Conversion options not to be completed, with description of change order action
- Timelines for each conversion option
- Reports and data validation recommendations

Conversions will be made available on the current MUNIS version (A.7)

Client Role:
- Attend conversion and applicable module analysis sessions
- Participate in planning discussions
- Review and accept the conversion plan

Tyler Implementation Role:
- Provide conversion analysis
- Provide conversion specifications and guidelines
- Provide guidance on proofing methods and tools
- Create and provide the conversion plan
- Provide follow up on conversion errors

Tyler Programmer Role:
- Create conversion files based on Conversion Plan (Tyler Layout guides and/or El Dorado Data Mapping guidelines)
- Passes
  - 1st pass within 6 weeks

o Subsequent passes within 2 weeks o GO LIVE passes within 2 days
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • Data has been proofed and accepted in a test environment by the client. • Deliverable is on time per schedule • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-05 (1-2, 2-2, 3-2, 4)	
Deliverable Name: Analysis Questionnaire	**Phase:** All
Objective: To document the decisions and processes resulting from analysis and identify how Client will use the Munis system.	
Scope: Detailed review of each in scope functional area, module, and business process to identify the current needs, business process requirements, business process and Munis configuration decisions, and detailed set-up notes for how Munis will be used. The document is to contain workflow, and security information where applicable.	
Format: MS Word and/or MS Excel	

Sample Outline:
Current Needs:
• Identification of current process
• Analysis of Munis fit/gap
Client Decision Making:
• Process Decisions
• Munis Considerations
• Follow Up Items
Detailed Munis set-up considerations
• Munis set up details
• Modifications
• Interfaces
Other Information
   • Workflow Details
   • Security Details	

Client Role: • Participate in all meetings and make decisions • Review the documents provided by the Tyler project team • Identify any discrepancies • Ask for clarification from the Tyler team, if necessary	
Tyler Role: • Complete deliverable documenting decisions and Munis details	

- Post the analysis notes on the Project SharePoint site
- Update deliverable based on feedback from the client

Acceptance Criteria:
- The deliverable contains all the components specified in the Outline of this DED
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.
- Deliverable is on time per schedule
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-06 (1-2, 2-2, 3-2, 4)

Deliverable Name: Static Environment Test (SET) Plan	**Phase:** All

Objective: Prepare the test script based on Client's process and set up decisions through As Is and To Be analysis.

Scope: Tyler will lead Client in the step by step testing of Client business process decisions built into the functionality of Munis. This test will enable Client to see the way the system functions using their own data and business processes. Focus will be on helping Client understand the impact the desired business processes will have on the way the system functions and the impact of the system on Client business process decisions. The SET Test Plan will contain detailed testing scripts to test Client business processes.

Format: MS Word document

Outline:
- Detailed test scripts by business process for each functional area/module in scope for the project.

Client Role:
- Review the SET plan
- Provide feedback for additional processes to be tested

Tyler Role:
- Develop SET plan
- Modify SET plan prior to testing based on client feedback

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

Deliverable Number: DED-07 (1-7, 2-7, 3-7)

Deliverable Name: Program Modification / Interface Design Specifications	**Phase:** All (if applicable)

Objective: Review and understand Client requirements for the customizations and interfaces. Specification will contain a description and details of the intended program modifications and custom interfaces to be delivered to address the contract item – this document identifies exactly where and how

Deliverable Number: DED-07 (1-7, 2-7, 3-7)

the application programs will be changed.

Scope: Any Program Modifications and Interfaces added to the scope via an approved Scope Change.

Format: Word document to detail design specifications

Outline:

Word document provided by Development that will describe the proposed functionality desired by Client.

Client Role:

- Client provides business practices and/or mandates that drive the need for the modification.
- Client reviews the design specification with Development and Implementation.
- Client sets the priority of specification development
- Client signs off on final design specification.
- Client shall perform acceptance testing of the deliverables in accordance with Modification Specifications
- Client will respond in writing with acceptance of the deliver or written statement of nonconformities
-

Tyler Role: (A.5)

- Development obtains clients business practices and/or mandates that drive the need for the modification.
- Development may suggest existing functionality to achieve the desired results. Implementation will provide relevant details for the client's suggested future Munis business practices.
- Development creates the design specification for the modification.
- Development and Implementation review the design specification with the client.
- Development updates the design specification with any requested changes, if applicable.
- Implementation PM makes adjustments to the modification task dates in the project plan, as necessary.
- Development obtains client sign-off of the design specifications.
- Development and Implementation will provide a mid-modification review
- Development and Implementation will provide Final Review
- Client, Tyler Project Management, and Implementation Staff will have direct contact with Development to report and correct defects found with modifications (Incidents will be opened via support for tracking)
  Development will respond in writing with proposed corrections and timeframe for updated deliverable within 5 business days
  Modify specifications if required after development of modification.

Acceptance Criteria:

- The deliverable contains all the components specified in the Outline of this DED
- All incidents are corrected to meet specification requirements within quoted version or agreed upon timeframe
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.
- Deliverable is on time per schedule or specification

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Deliverable Number: DED-07 (1-7, 2-7, 3-7)

- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-08 (1-8, 2-8, 3-8)

Deliverable Name: Pre-Live Checklist	**Phase:** All

Objective: Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.

Scope: Implementation will provide the client with a checklist of items needed to be completed for Go-Live

Format: MS Excel

Outline:

Sample activities from a Payroll Go-Live Checklist:
- Separation of duties between Payroll and HR determined and tested
- Validate process of starting a payroll, switch T & A users
- Review Dept. Time & Attendance process, proof reports
- Verify GL Distribution Posting correctly- Finance Dept. approval
- Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users

Checklist columns:
- Item ID
- Activity
- Owner
- Date Verified
- Client Approval (initials)
- Notes/Comments

Client Role:
- Review and complete the list of items required for go-live.

Tyler Role:
- Provide client with a list of items required for completion for the go-live, by phase.

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

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

Deliverable Name: Lessons Learned Document	**Phase:** 1b,2b,3b

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

Objective: Document lessons learned to apply to future phases/projects

Scope: All lessons learned specific to Munis implementation

Format: MS Excel

Outline:
- ID
- Date
- Title
- Phase
- Lesson Value
- Description and Impact
- Recommendation(s)
- Contact

Client Role:
- Gather feedback
- Participate in lessons learned session
- Document and archive lessons learned

Tyler Role:
- Lead lessons learned session
- Develop after action Change Management review plan for subsequent phases
- Archive lessons learned

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

EXHIBIT 11
ATTACHMENT B

EL DORADO COUNTY, CA - Modification Responses

HR ITEMS

Tyler Key	Product Area	Description	EDC Priority	Release	Cost
MUN-224451	Salary and Benefit Projections	1. Prevent users from posting into a GL budget projection level that is locked (current level > level they want to post into) and levels they do not have permission to post to based on Budget module role permission on levels. The posting will apply to reverses as well. . 2. Additional role security needed to limit the ability of the projection users to change to another projection. This will remove the "Change" option from the projection if permission is set that way. Projections can then be assigned by a super user to certain users. **EDC Comment:** This will use the user attribute vs. adding new location security? 1/27/2016 Tyler Response: Correct, this will be a role permission.	Must	11.4	$12,100
MUN-224455	Personnel Actions Security and Workflow	1. Would like for action workflow to not restart once it gets to a certain approver. 2. Also create history for deleted actions with workflow. 3. Development includes additional role permissions: "Delete active PA's", "Update active PA's without workflow restart", "Edit pending actions". 4. Setting to create action history upon a delete where there is workflow. Mass delete function to clean up rejected actions based on find set of records which will create history if setting enabled.	Must	11.4	$22,000
MUN-224447	ESS Actions Template	ESS Actions will allow for a template to be created to include free form text. This will allow the employee to initiate a personnel action from ESS by describing what the issue is and HR staff can then complete the action once it has been submitted. **EDC Comment:** The description is missing the request to link the template to the reason code or update the reason code on the PA 1/27/16 Tyler Response: Action codes can be created granularly so reason codes are not necessary. $5,500 to add comments to ESS actions. Quote to create a table on the action code where reason codes can be associated with specific templates and the ESS work to accommodate is $8,800. This quote has been changed from $5,500 to $14,300 to include both enhancements. 2/22/16 EDC Comment: Pass on the link to reason code	Nice to Have	11.3	$14,300 $5,500

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MUN-225706	Pending Actions Reporting	Provide a sorting option when posting actions to view pending actions by program as opposed to individual changes. This will allow EDC to prepare for payroll based on the changes in certain areas of the application, e.g. employee pay and deduction changes. **EDC Comment:** Does this mean no connection will be added between the detail links and the action code? **1/27/16 Tyler Response:** The $7,700 quote does not include a limitation set on the action code to restrict areas that can be changed on the action. This quote is for a sorting/reporting option to identify changes in specific areas only. Category permissions can be set up on the role that would restrict the user from accessing certain areas of payroll/HR from an action. While this does not make an association with the action code, it does prevent users from accessing certain areas of the application. Quote to add a table to the action code to define the areas that can be accessed via Details is $6,600. Total quote for both the reporting and action code limitations, $14,300.	Should Have	11.4	$14,300
MUN-230901	Employee Inquiry Missing deductions	Missing deduction in Employee Inquiry allows for searching of deductions that the user shouldn't have access to. This allows the user to deduce which employees might have a certain deduction which they shouldn't have permission to.	New	11.3	$0
				HR Items TOTAL COST	$53,900

PAYROLL ITEMS

Tyler Key	Product Area	Description	EDC Priority	Release	Cost
MUN-205346	Accrual Limits	A modification will be added to provide the ability to define a separate accrual limit, enforcing earnings per period as well as a cumulative limit. These limits are determined by years of service and/or bargaining unit. **EDC Comment:** Request in 11.3. 3/3/2016 EDC This mod necessary only if EDC purchases a timekeeping system. 3/7/16 Tyler Response: 3/3/2016 EDC This mod necessary only if EDC purchases a timekeeping system. MUST BE DECIDED BY MAY 1, 2016 TO MEET 11.3 DELIVERY VERSION. IF DECIDED AFTER THIS DATE, DELIVERY VERSION WILL BE 11.4.	Must	11.4 11.3 - IF decided by May 1, 2016.	$16,500
MUN-205348	ESS Rollup Groups	A modification will be added to automatically default the object code defined on the pay type within ESS. The object code will default and be visible to the employee but they will not have the ability to change it. **EDC Comment:** Looking at using a 3rd Party solution. Leave as a possible Mod.	Must	11.4	$16,500
MUN-209428	ESS Time Entry Rollup Groups	A modification will be made to define GL/PL Roles to be used when defining ESS Rollup Groups. This will allow for GL account and PL string permissions to be enforced and used during ESS Time Entry. Restrictions can be enforced by segments and/or ranges, which will share the same functionality currently being used to establish GL/PL account restrictions. If the object code on the pay type is being used to override the GL account in ESS, the list of available accounts will be narrowed down further based on the appropriate object codes. **EDC Comment:** Looking at using a 3rd Party solution. Leave as a possible Mod.	Should	11.4	$44,000
MUN-224443	ESS Time Entry	A modification will be made to lock down the current pay period in ESS Time Entry to prevent users from entering time beyond the pay period range. Employees will be allowed to submit future accrual requests. **EDC Comment:** Looking at using a 3rd Party solution. Leave as a possible Mod.	Must	11.4	$16,500
MUN-224446	ESS Time Entry	A modification will be made to provide a notification back to an employee if a supervisor changes their time. This will only be used in the event an employee is absent and can't make the edits themselves. Notifications will be sent via email to the employee and will contain the time they submitted and the update time showing a clear picture of the edits that were made. **EDC Comment:** Looking at using a 3rd Party solution. Leave as a possible Mod.	Should	11.4	$44,000
MUN-224452	Employee Accruals	For employees reaching an anniversary date mid-period a modification will be made to show accruals actually earned. This is currently in place for projected, so we would expand this functionality for actuals.	Must	11.4	$3,300
MUN-225707	Employee Job/Salary Effective Dates	There were concerns that the effective date was being updated on additional pays when the base pay record was updated. Clarification was provided regarding the Effective Date field within Employee Job/Salary. The system uses this date to stamp the last time the date was calculated. - *No mod necessary.*	Must	NA	NA

| MUN-199722 | Time Entry & Pay Calculations | When an employee enters more than their scheduled hours, the hourly rate needs to be decreased and appropriately allocated to the GL/PL accounts.
New functionality introduced in Version 11.1.5 allows for a new calculation code 66 which uses period pay. In addition, a new setting also allows for the allocation to take place by percent.
A concern was brought up regarding the allocations for additional pays. A modification will be completed to allow for additional pays to follow the same allocation defined on the base pay. This will be addressed under *MUN-199733*.
EDC Comment: We discussed that it would work for 66 or 64. Id this still correct? Plus 64/66 Calc Code should prorate with start and end day based on work days for new hires and terms?
1/27/2016 Tyler response: Yes, this will work for both calculation codes 64 and 66. Both calculation codes will prorate with start and end date based on new hires and terms. | Must | Currently Available | $0 |
| MUN-199733 | Pay Allocations | A modification will be made to allow additional pays to follow the same allocation defined on the base pay. The County is currenQuoted tly setup to use Category A, however, we suggest exploring using Category B.
EDC Comment: Cat A is required for many hourly base pays. We will look into Cat B for all period base pays since it will work with a 40 FLSA rule. This is a government code requirement.
1/27/2016 Tyler response: OK.
EDC Comment: Request in 11.3. This is required by government code.
3/7/16 Tyler Response: 3/3/2016 EDC This mod necessary only if EDC purchases a timekeeping system. MUST BE DECIDED BY MAY 1, 2016 TO MEET 11.3 DELIVERY VERSION. IF DECIDED AFTER THIS DATE, DELIVERY VERSION WILL BE 11.4. | Must | 11.4

11.3 - IF decided by May 1, 2016. | $11,000 |

| MUN-199737 | ESS Time Entry – Overtime/ Comp-Time | The County is requesting that employees have the ability to choose between Paid OT and Comp time. With existing pay code and OT setup, employees will have the ability to make this request, however ESS will NOT perform verification in ESS to determine whether or not employee is eligible for overtime during that period and this is not being considered as part of the proposed solution. Determining whether the employee is eligible for OT will happen at the point time is moved into the payroll. - *No modification necessary*

During the Analysis phase Tyler will walk through the necessary setup requirements with El Dorado County's data and demonstrate the proposed functionality.
EDC Comment: Crystal was going to look into new options. The options discussed at the summit did not meet requirements. Needs to work with PERS Sch hrs mod (224454) and additional pays allocation mod (199733)
Option 1 Discussed - Use two pay codes and the employee selects per period OT/CE – we need daily not per period
Option 2 Discussed (Ross) - Exception base entry. Base Pay will default a schedule. Additional Pays setup for CE/OT for employees to enter request. FLSA Pays setup to add base with OT/CE pays to find FLSA .5/1.5. EDC can't use schedule - since we need to allocate time we cannot set schedule. This allows employees to add time under the pay base and not use the additional pays for CE/OT
1/27/2016 Tyler response: The provided documentation titled *Employee Comp Time OT Choice in ESS* explains how this requirement can be accomplished with existing functionality. Munis does not provide on the fly validation that determines OT vs. Comp eligibility at the time an employee enters their time. For this type of validation during time entry, a third party time tracking system would be proposed.
EDC Comment: Looking at using a 3rd Party solution. Leave as a possible Mod. | Should | 11.2 | $0 |
| MUN-199738 | Employee Pay | In order to get additional pay such as Tahoe Differential, employees need to work 50% or more of their scheduled hours. A new calculation code will be added to the system that will pay based on scheduled hours. | Should | 11.4 | $7,700 |

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MUN-217084	Retro Processing	Retro processing is taking place in the next calendar year for the previous calendar year. The limit for the current year is impacted by the retro amount for the prior year. A modification will be made to the retro program to allow for retro pay types to be associated with the original pays. When processing retro, the defined retro pay types will not enforce limits. **EDC Comment:** Which pay code would be sent to PERS? 1/27/2016 Tyler response: There will only be one pay code in this scenario, but you don't send a retro "pay code" to PERS. You process retro in a separate payroll so you can use the same pay codes and then PERS can code them alimits retro records. **EDC Comment:** We are looking at doing manual retro vs the program since the retro programs do not look at what was paid. Will the limit rules only be ignored if using the retro program or can it be a flag in the payroll for retros? 2/5/16 Tyler response: Currently there is no flag in the payroll to ignore pay type limits, however as part of this modification, we would add an option to ignore pay type limits as part of the payroll generate process.	Must	11.4	$11,000
MUN-219152	FLSA Overtime Calculations	The FLSA Blended calculations were adjusted to use the dates for the basis pays when adding Category A amounts into the blended rate totals prior to the blended rate calculation. This fix has been delivered. An additional change is going to be made to apply the same logic for Category B as part of this issue.	Must	11.1.5	$0
MUN-224441	Time Entry & Time Entry Import	When adding a record into batch time entry, a warning is displayed when a pay code is entered without a corresponding employee job/salary record. During an import, a warning is not displayed. Explained that the behavior between a manual add 11.4and the import should behave the same way. If not, then this is a defect. The County is going to verify. A new control file setting will be added to restrict employees from entering or importing pay codes that don't exist within employee job/salary or have been end dated or are inactive. **EDC Comment:** Looking at using a 3rd Party solution. Leave as a possible Mod.	Must	11.4	$9,900
MUN-224444	ESS Time Entry	When entering time associated with a PL string, the default GL Organization code on the PL String needs to be used, while the object code needs to default from the pay code. This work is currently being developed under *MUN-191725*. **EDC Comment:** Looking at using a 3rd Party solution. Leave as a possible Mod.	Must	11.1.5	$0

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MUN-224454	FLSA Overtime Calculations	This requirement will be addressed with Linked Overtime Table functionality that is currently available in Version 11.2. This will allow for single pay codes to be valid for some overtime tables and not others. – *No modification necessary* *During the Analysis phase Tyler will walk through use cases with El Dorado County's data, to verify that all requirements are addressed with proposed existing functionality.* **EDC Comment:** Crystal was going to test setup for this option. It needs to work with 199733 and 199737. 1/27/2016 Tyler response: Documentation provided titled *Linked Overtime Table Functionality* outlines the setup and functionality associated with linked overtime table functionality. **EDC Comment:** This mod is to cap reporting to PERS at class hours like 80. MUNIS handles this with the exception if sick or vac was used and the employee worked over 80 including the vac/sick pay. I can resend the excel spreadsheet with this example. 3/8/2016 Tyler has provided documentation for setup scenarios to support/address the EDC-provided spreadsheet examples.	Must	11.2	$0
MUN-224456	Retro	A modification will be made to retain the dates of the original payroll when processing retro so PERS can calculate correctly. Retro processes needed do to late evaluations that span months or even years will need to be calculated manually and will not be part of this modification. CalPERS payroll contribution file program modifications are being made under *MUN-213257*. **EDC Comment:** Can you explain this modification in more detail? Is this to process a retro and a non-retro payroll together? Our understanding is that the dates come into to PERS as entered into the Payroll which would mean that if we had a payroll for retor the dates entered would go to PERS. This is a State Requirement. 1/27/2016 Tyler response: This is not to process retro and non-retro payrolls together. This would allow you to process a retroactive salary increase using the retro program in Munis and retain the original dates the salary was paid for CalPERS reporting – as required. **EDC Comment:** This is a CA State Requirement 3/8/2016 Tyler response: The retro dates are currently keyed manually in the Munis CalPERS Report Period Records before the creation of the CalPERS XML file to meet CA state requirements. The enhancement is in response to EDC's specific request to automate this functionality.	Must	11.4	$3,300
MUN-224442	ESS Time Entry	When a 9/80 work schedule is established, there needs to be the ability to surface the "split" day in ESS. Functionality was added in 11.2 to allow for FLSA calendars to be defined. In Version 11.3, 9/80 logic will have the ability to be used along with FLSA calendars. This modification will allow for the employee's "split" shift day to be highlighted in ESS. Exception reporting will be used to identify employees that didn't enter their split day. **EDC Comment:** Looking at using a 3rd Party solution. Leave as a possible Mod.	Must	11.4	$5,500

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MUN-224445	Deductions	It was requested that range changes carry down to the employee deduction record when a change to the deduction is performed. Explained that any calculation code that references 'FROM DEDUCTION MASTER' directly references the information on the deduction master record. For these calculation codes, updates to the deduction master record would be reflected on the employee deduction record. Explained the process of imports for mass updating and the ability to create templates that can be easily exported and imported. – *No modification necessary*	Nice to Have	NA	NA
MUN-224450	Pay Codes	Negotiations may require that certain pay codes are mass updated. This typically happens with the rate or frequency and sometimes with the factor. Explained that with a pay calculation code 60, a mass recalculate can be performed on the pay master and that change will automatically update all Employee Job/Salary records. For pays having a calculation code 90, the export/import process can be used to update the factor. There were some issues the County may have encountered with the import and it was explained that the import should function the same as adding a record, therefore if there are discrepancies those would need to be reported as defects. – *No modification necessary*	Nice to Have	NA	NA
MUN-225149	Salary & Benefit Projections	A modification will be made to Categories A and B to populate the reference salary with base salary hours. For Categories 2, 3, 4, and 6 the reference salaries will be exported and then imported into S&B Projections.		11.4	$7,700
Missing Item	LGCR SSRS	Patience is going to look into the Missing Multi Position Flag. 1/27/2016 Tyler response: per our conversation, a custom SSRS report would be provided to assist in acquiring the data the reporting agency requires to be submitted in a reporting agency provided Excel template. Due to the specific needs for El Dorado County, this report is provided as a billable deliverable which is then owned – and can be modified as needs change – by you. EDC Comment: This is a CA State Requirement 3/8/2016 Tyler response: The current CA state requirement involves an Excel template created by and provided by the CA State Controller's Office, which Munis is not able to create. As we are not able to programmatically recreate the report, it does not fall under our state requirement obligations. We have provided the SSRS report to assist client's with the task of acquiring the data for the Excel template, since we cannot create the report itself. The SSRS report allows client's to customize the data extraction from Munis to fit their variety of needs and additionally export the data to Excel. Once the data is in Excel, the data can be copied and pasted into the pre-formatted Excel template provided by the State Controller's Office. When the client wishes to have Munis customize the report on their behalf, the service is billable.		11.3	$6,375
				PR Items "base" COST	$39,375
				PR Items WITH TK system	$27,500

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			PR Items WITHOUT TK system	$136,40 0

Summary of PR/HR Tech Summit Enhancement Requests WITH Timekeeping System	
HR Items	$53,900
PR Items	$66,875
TOTAL:	$120,775

Summary of PR/HR Tech Summit Enhancement Requests WITHOUT Timekeeping System	
HR Items	$53,900
PR Items	$175,775
TOTAL:	$229,675

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AR ITEMS

Tyler Key	Product Area	Description	EDC Priority	Release	Cost
MUN-200093	Tyler Cashiering	Provide improved deposit tracking capability in Tyler Cashiering. Create a default deposit number by user. Specifically, El Dorado uses Department numbers as the desired deposit number. Create automated solution to populate and lockdown the deposit reference field to avoid potential mis-keying of deposit reference.	3	3.3	$4,400
MUN-200092	Refund Processing	Provide ability to change the one time vendor at time of refund(s). Add dropdown list of one-time vendors (only) next to the current one-time vendor checkbox in Refund Processing.	This is an important mod	11.2.5	$2,200
MUN-200091	General Billing Invoicing	Provide ability to mass update the invoice date, due dates, and GL year/period for a set of invoices (as opposed to one by one) during workflow review of a batch of invoices. Provide update capability on the batch header screen with prompt to mass change all invoices in the batch.	This is an important mod	11.3	$4,400
MUN-200090	General Billing Maintenance	Create a new workflow process related to GB Invoice Maintenance to allow for decentralized adjustment processing. Workflow control must be based on department code, charge code and/or amount of change.	1	11.3	$14,300
MUN-199365	General Billing Invoicing	Restrict ability to edit cash accounts during GB invoice entry. Create AR Role Permission for fully restrict any access to GL account entry/edit during the invoice creation.	This is an important mod	11.3	$3,300
MUN-220525	General Billing Invoicing	Provide ability to prevent deleting of approved General Billing invoices. Introduce a new GB Role Permission to "Allow deletion of approved invoices".		11.2.5	$3,300
MUN-220526	Refund Processing	Extend AP Role Permissions governing invoice department restrictions to the department dropdown field in Refund Processing.		11.2.5	$2,200
	GB, AR	8-13-15 EDC Comment: Audit Files – Missing Mod Request 8/18/15 Tyler response: Please clarify. No additional information has been received following 7/23/15 Tyler email to Amanda stating: Item under the Misc column to include reporting on audits in general (which would be addressed with a custom SSRS report as we mentioned during the Tech Summit). We'll consider this one resolved under that item, unless you want this separate from the overall request for audit reporting. Let me know. 8-21-2015 EDC response: When would they be available and what programs will the reports cover? 8/28/15 Tyler response: EDC can create SSRS reports themselves at no charge or can work with our Professional Services team to design the desired report(s) at a billable rate dependent upon the complexity, design/analysis process and the number of reports.	1		
				AR Items TOTAL COST	$34,100

GL ITEMS

Tyler Key	Product Area	Description	EDC Priority	Release	Cost
MUN-183614	GL	Adopted budget adjustment to show 'revised original' – *This mod has been defined and EDC has given a verbal agreement. A custom report could be written to extract this data without the modification prior to 11.3.* 8-13-15 EDC Comment: Need more information on what will be included in 11.3 WF audit update. **EDC comment moved to MUN-206957 on 8/21/2015** 8/18/15 Tyler response: Please clarify. There is no audit update associated with this modification. 8-21-2015 EDC response: Listed above is an 11.3 custom report. Does this mean the budget amendment for the adopted budget will post for the GL and the reports will be created? Will 11.4 have the PL budget journal? 8/28/2015 Tyler Response: The defined modification is for the budget amendment to be posted. Additional reporting would be an additional enhancement request, whether that was to Development or to Tyler Reporting Services. Note – the delivery of this was changed to 11.4.	1	11.4	$9,900
MUN-203708	GL	Long accounts and outputs in reports – *EDC will investigate utilizing the Report Template functionality. These reports only show the long account for long account users. No mod necessary.* 8-13-15 EDC Comment: Waiting on dev to let us know if errors are corrected to review program. 8/18/15 Tyler response: Notified EDC of fix available on MIU on 8/17.	NA	Currently available	$0
MUN-203710	GL	GL outputs on inquiry screens and journal – *Tyler will look at the reporting programs and ensure the titles are consistent. Tyler will also ensure that all available fields are available for export to excel.*		11.2	$0
MUN-206957	GL	Journal Field Audit – *For 11.3 enhanced audit functionality would be added to journals in proof that have been released to workflow.* 8-21-15 EDC Comment: Need more information on what will be included in 11.3 WF audit update. 8/28/2015 Tyler response: Any field that can	1	11.4	$11,000

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		be updated on a journal would be available for viewing in the audit file.			
MUN-207685	GL	GL Credit memo actual – *A new setting would be added to not include transactions in proof in the available budget check.*	1	11.3	$5,500
MUN-207690	GL	Journal Archiving – In conjunction with 206957 a capability to access the new audit records, query them, and the ability to view the workflow history and comments would be given.	1	11.3	$5,500
MUN-207692	GL	Decentralized Functionality - GL Security and WF – *The discussed solution will break out the ability to update and post the journals of others to separate permissions, to check the account access permissions prior to allowing an amount to be update, and to give more robust find capability.* 8-13-15 EDC Comment: Missing info on delete access linked to all account access in journal 8/18/15 Tyler response: Please clarify. This modification separates the 'all account access' permission from update and post. Is there an additional request for a separate delete permission? 8-21-15 EDC response: Update, Delete, and Post were discussed at the Tech Summit. Update and Post permissions were going to split. Update would be allowed if the user had the account access, and delete would be allowed if the user has access to all accounts on the journal. 8/28/2015 Tyler response: Correct. If a user can update a journal and has account access to every account on a journal then delete of the journal would be allowed. If there were lines to which the user does not have access then they could not delete the journal.	1	11.3	$11,000
MUN-207694	PL	PL Revenue Allocation Report –*Tyler would look at ordering transactions by source code and including as much reference information as possible.* 8-13-15 EDC Comment: Need more information on billing rate. The Employee Detail reports in PL only show hours. We need cost and hours. 8/18/15 Tyler response: A: **Billing rate** was not discussed in great detail during the Technical Summit and can't be quoted at this time. The path of action post Technical Summit was for EDC to receive WO	1	11.3	$11,000

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		and PL training to assist in how the road report may be accomplished. B: **Employee, cost and hours** are currently available within Project Inquiry Employee Detail and Excel export is available in this form. 8-21-2015 EDC Comment: Can you tell us the report to run to see the cost per employee? We only see the cost per segments in the PL. 8/28/2015 Tyler response: In this case the report is Excel. The information would be pushed to Excel where it can be resorted and summed as desired. 9-4-2015 EDC Comment: Please clarify that the detail cost by employee is available but not viewable in the PL. We need additional info on what will be included on this report (WO). 9/10/15 Tyler response: Please clarify. A. Have you reviewed the Project Inquiry Employee Detail form (that can be exported to Excel and re-sorted by employee) and are looking for something other than Employee, Hours and Amount information there? If so, what data is missing? Please provide a sample Munis report or screenshot with the desired fields circled. B. There are currently no plans to add WO data to the Revenue Allocation report. 9-11-2015 EDC Comment: We see it now. It shows pays but not the benefits. I attached a screen shot. 9/15/15 Tyler response: We will add benefit information to the revenue allocation report and the employee inquiry form as part of this modification.			
MUN-207695	Budget	Budget Detail Across Levels – *The suggested solution would be to allow the audited changes of the comment and justification fields to be surfaced if anything is changed from one level to the next. This would allow the past and current notes to be easily retrievable.*	2	11.4	$8,800
MUN-207722	Budget	Revenue entry for budget – *An option will be added to allow expense accounts to always be set positive and revenue accounts be negative OR to let the entered value remain. EDC would choose the first option.*	3	11.3	$11,000
MUN-210043	Budget	Next Year Budget Entry PL String Detail – *No mod necessary.*	2	Currently available	$0
MUN-214053	GL/CAFR	GL CAFR export program – *an option will be given to export the sub-fund code in place of*	2	11.3	$3,300

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Tyler Key	Product Area	Description	EDC Priority	Release	Cost
		the fund code.			
MUN-216364	CAFR	CAFR Budget Export – *Originally submitted to Bill Sedletzeck. This specific change is not currently on the radar for the CAFR project. The product is going to be reworked in the future and will allow for customizable reporting and for the budget report to be based on a budgetary basis with reconciliation. No timeline can be given at this point.*	2	TBD	
	PL	PL Security – Project segment security to be added to Journals, Journal Inquiry, and Budget Amendments. Project security added to Overhead and Revenue Allocation.	1	11.2	$0
	GL	Journal outside period access – journals entered in a prior period, approved through workflow, then users can't post due to post-current-only restrictions.	1	11.1	$0
	GL	8-13-15 EDC Comment: Missing Mod Request: Recurring Journals security based on accounts 8/18/15 Tyler response: Modification would be to have the GL Journal permissions apply to Recurring Journals as well.	2	11.3	$5500
	GL	8-13-15 EDC Comment: Missing Mod Request: Enable flag on GJI business rules to indicate if changes at this step should restart workflow. Changes that would restart workflow workflow are those that would re-route journals through workflow. 8/18/15 Tyler response: Modification would be to add WF business rule option to process type **GLJ** to define whether to restart workflow for edits made during the approval process at the current rule.	1	11.3	$5500
				GL Items TOTAL COST	$88,000

PURCHASING ITEMS

Tyler Key	Product Area	Description	EDC Priority	Release	Cost
MUN-183617	P-Cards	P-Card status and approvals needs to be moved to the transaction level and P-Card conversions also need to be performed at the transaction level. This will allow those transactions that have been approved to be converted to invoices while those transactions that have not been approved can remain unconverted.	1	11.3	$27,500
MUN-183617	P-Cards	Ability to itemize a single transaction into the actual goods that were purchased on that transaction. Also ability to have status and	1		

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		conversion functionality driven down to the item line – No modifications are being proposed for this. With the above modification the County can place the transaction on hold with an appropriate note while reconciling the transaction.			
MUN-183617	P-Cards	Ability to have one transaction create multiple invoices. Often times multiple invoices will be received from a vendor and vendor will be paid via the single swipe of a credit card for all invoices. This modification would allow an invoice number to be noted on the GL account line within the P-Card reconciliation program. The transaction can be allocated to as many GL accounts and therefore to as many invoice numbers as necessary. Conversion would split the transaction into as many invoices as are noted on the transaction.	1	11.3	$22,000
MUN-183617	P-Cards	Single P-Card transaction to liquidate multiple PO lines. No modifications are being proposed at this time 8-13-15 EDC Comment: How do other clients correct POs if Pcards are used on a multi line PO? 8/18/15 Tyler response: All sites that currently utilize POs with P-Cards are liquidating Blanket POs where there is only a single line item. 8-21-15 EDC Comment: If we have one line on a PO with multiple accounting lines. Will the PCard program liquidate the multiple accounting lines from the one PCard transaction? 8/28/15 Tyler response: Yes, multiple allocations can be used on a pcard transaction to liquidate a single PO line, as long as all allocations exist on the PO line.	1		
MUN-183617	P-Cards	Ability to integrate P-Card transactions to Employee Expense Reimbursements. No modifications are being proposed at this time 8-13-15 EDC Comment: How do other clients use WF if amounts are not part on the claim total? 8/18/15 Tyler response: P-Card transactions can be added as informational only expenses to the employee reimbursement claim. Alternatively, once the P-Card transaction has been converted to an invoice the invoice can also be noted as a related expense on the employee reimbursement claim. 8-21-15 EDC response: Our internal policies (approvals) are based on the claim total and the informational is not included in the claim total. Hotels and airfare are commonly paid by Pcards and can be large dollar amounts. What are other options can be used to record the total travel cost for WF? We looked at REQ but we have the limit to one PO line for Pcards. 8/28/15 Tyler response: Tyler development is willing to do a modification to include informational and related expenses in the claim total. Additionally, workflow will have the ability to route based on the new claim total.	1	11.3	$5,500
MUN-183617	P-Cards	General Journals created from P-Card transactions to have journal reference fields populated	1	11.3	$3,300
MUN-207691	Accounts Payable	Ability to void an invoice in proof. This will reverse updates to the GL, PO, and Contract. Voided invoice will be posted with no associated GL impact. Invoice will reside in posting tables for future audit purposes.	1	11.3	$5,500
MUN-207693	Accounts Payable	The current 'Add own invoices' permissions needs to range based by department code.	1	11.3	$4,400
MUN-207693	Accounts Payable	New permission to indicate when an invoice can be deleted per the invoices status. At a minimum to include: Prior to release. Released. Approved. Posted. Voided.	1	11.3	$4,400

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MUN-207693	Accounts Payable	Enable flag on API business rules to indicate if changes at this step should restart workflow. Changes that would restart workflow workflow are those that would re-route invoices through workflow.	1	11.3	$3,300
MUN-207693	Accounts Payable	New role permission to indicate who can update an invoice while in workflow	1	11.3	$4,400
MUN-207688	Accounts Payable	AP Invoice Entry will be modified to prompt the user for a 'Change Reason' whenever a released invoice is updated. Any changes performed under this update will be logged under this change reason.	1	11.3	$5,500
MUN-183616	Accounts Payable	If a vendor is inactive: 1). When an inactive vendor is selected in invoice entry then add the inactive reason to the pop up that currently displays 2). When the current approver views the invoice in invoice entry redisplay the pop-up with the vendor inactive reason 3). Display the vendor's status and status reason in dashboard 4). Ability to generate API workflow business rules based on vendor reason code – No modifications are being proposed for this part of the request.	1	11.4	$3,300
MUN-210173	Contracts	Give the ability in the contract type to indicate if a subtype is required.	2	11.3	$3,300
MUN-216389	Contracts	Contracts to create a change order if start/stop retainage is modified	1	11.3	$4,400
MUN-216389	Accounts Payable	Split Retainage override permissions in 1099, Contract, and General	1	11.3	$4,400
MUN-216389	Accounts Payable	Display the actual invoice net amount less any retainage applied on all invoice screens	1	11.3	$1,100
MUN-216389	Accounts Payable	Ability to define retainage control account by the type of retainage. 1099, Contract, General, and AP Withholding.	1	11.3	$8,800
MUN-218133	Accounts Payable	Functionality will be provided to unstale a check 8-13-15 EDC Comment: Can Tyler still add a check number total to the pdf? 8/18/15 Tyler response: No. As discussed during the Technical Summit we will not quote adding a check number total on either the screen or the canned report but instead will quote an alternative option to address the business scenario of stale checks for jury pay where check amounts are all the same. 8/21/15 – Our notes show that pdf and excel output was discussed. If an excel output option was available for checks selected prior to stale to ensure we have the correct checks (proactive). We can do the total in Excel. 8/28/15 Tyler response: Additionally Tyler development will add functionality to allow stale check data to be exported to excel. Check sums can be performed within the excel export. No change in quoted amount.		11.3.5	$5,500
	Contracts	New permission to indicate when a contract can be deleted. Prior to release. Released. Approved.		11.3	$4,400
	Contracts	Ability to roll an unposted contract 9-11-2015 EDC Comment: We need this ability for unposted invoices too. 9/15/15 Tyler response: No modifications will be proposed to roll AP		11.3	$3,300

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		invoices at year end. We recommend that you follow one of the suggested procedures discussed during the Technical Summit.			
	Accounts Payable	Ability to not override the next generated document number		11.3.5	$4,400
	Accounts Payable	Recurring invoices will be modified to default the status from the default status in AP settings. New role permission to indicate what roles can override the defaulted status on recurring invoices		11.3.5	$4,400
	Accounts Payable	El Dorado County is requesting a simpler file layout for importing invoices. Site can use custom invoice imports for this. No modifications are being proposed			
	Requisitions/ Purchase Orders	A new role permission will be added to not allow updates of approved requisitions, purchase orders, and purchase order change orders. Additionally, a new option will be added to reject approved purchase order and purchase order change orders. If an approved requisition, purchase order, or purchase order change order needs to be updated it will first need to be rejected and then re-opened and edited. 8-13-15 EDC Comment: This needs to include updates to approved invoices 8/18/15 Tyler response: This is addressed under MUN-207693 above and edits have been made for that description to explicitly state 'approved'.		11.3	$16,500
	Requisitions/ Inventory	A new role permission to not allow edits of pick tickets that were created from requisitions. A warehouse worker would only be allowed to cancel, delete, or decrease quantities		11.3	$6,600
	Accounts Payable	Add the ability to display totals by Tax Code on the Sales/Use Tax report. 8-21-15 EDC response: this is an agreed upon item in MUN-176276 due in 11.1 8/28/15 Tyler response: The accepted spec for the MUN-176276 modification only references grouping and totaling on Tax Group, but does not include Tax Code. Additional quoted modification is to total and report by code. 9-4-15 EDC response: After reviewing the report and entering additional invoices, we can make due without the totals by tax code, but do need at a minimum totals (taxable amount) by tax groups as outlined in prior communication in 6/2014. We have also found a defect when the nontaxable amount is updated in "modify invoices" the use tax report is not updated. We have attached the detail. We have an additional question on how tax amounts can be corrected after the check is printed and/or cleared at the bank. The "modify invoices" program does not allow us to edit the header amounts after the check is printed. 9/10/15 Tyler response: The report currently totals tax amounts by tax group. We can add totals of the taxable amount at no charge, deliverable early 2016 in 11.1.5. There is no way to modify the tax after the invoice has been paid. 9-11-15 EDC response: We will just need the 11.1.15 update.		11.3.5	$4,400
	Accounts Payable (apply to all)	8-13-15 EDC Comment: Missing Mod Request: Remove approve option on the Workflow Web Part 8/18/15 Tyler response: This modification will not be quoted. MUN-221731 will address standardizing system restart-on-edit behavior from any/all points of workflow access.	1		

		8-21-15 EDC response: We wanted the option to remove the ability to select multiple invoices in the WF web part and approve all. 8/28/15 Tyler response: This modification will not be quoted. Tyler Dashboard web parts are intended to provide general functionality for mass use, not specific to one client site.			
	Accounts Payable	8-13-15 EDC Comment: Missing Mod Request: Add batch type to "My Approvers" browse option (web part) 8/18/15 Tyler response: This modification will not be quoted. The web part is intended to provide a summary of the transaction for approval and customizations for individual needs results in too much information. Tyler recommends drill down to the transaction for all details or preventing use of the web part. 8-21-15 EDC response: Can it be added to the "My Approvers" browse option? We need the ability to see the Batch Type "Warrant" to see rush invoices. We can't use the check request since it does not liquidate POs or Contracts. Volume is too large to open each invoice to find the batch type. 8/28/15 Tyler response: The 'Warrant' field can be added to the invoice entry browse screen.	2	11.3	$1,100
	Accounts Payable	8-13-15 EDC Comment: Missing Mod Request: Voided Invoices cannot be deleted in Modify Invoice Program. Improved Audit. 8/18/15 Tyler response: Please clarify. EDC has reported the inability to delete a voided invoice in Modify Invoices as a program fix to be addressed under MUN-215223. Are you now asking for the system to prevent deleting a voided invoice? 8-21-15 EDC response: It's our understanding that the system should have allowed the voided invoice to be deleted. The open incident is a work ticket/fix to allow voids to be deleted. Voids were allowed to be deleted in other versions of MUNIS. The message when trying to delete says voids are allowed to be deleted. It currently closes the program and support says this is a defect. We want to prevent this. 8/28/15 Tyler response: The inability to delete a voided invoice in Modify Invoices is a program fix to be addressed under MUN-215223. The delete should be allowed. The desired functionality to prevent deleting a voided invoice can be addressed under MUN-207693 above and edits have been made for that description to explicitly state 'voided'.	1		
				Purchasing Items Total Cost	$161,700

Summary of Tech Summit Enhancement Requests	
AR Items	34,100
GL Items	88,000
Purchasing Items	161,700
TOTAL:	$283,800

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WO ITEMS

Tyler Key	Product Area	Description	EDC Priority	Release	Cost
MUN-216365	Work Orders	Provide additional selections for the Requesting Department and Billing Type in the Work Order Work Flow Business rules for Work Order Approvals and Work Order Completion.	1	11.3	$7,700
MUN-216366	Work Orders	Provide functionality to allow Work Orders to use the Work Order defined rate for an employee instead of the Payroll rate when pushing time from Payroll.	1	11.3	$5,500
MUN-216367	Work Orders	Provide selections in the Work Order User Role settings for maintaining cost types to be None, Estimated, Actual, or Both.	1	11.3	$15,500
MUN-231544	Work Orders	Provide warning prior to closing or posting a Work Order when pending AP or TE records exists.	Nice to Have	11.3	$0
Missing Item	ESS	EDC Comment: ESS Lookup for Wo and Task EDC Comment: In Spreadsheet for future release 11.3/11.4. We would like to see it in 11.3 1/22/2016 Tyler response: The current schedule includes this change in 11.3. 3/1/2016 Tyler response: This has slipped to 11.3.5, but is now firm in that schedule.		11.3.5	$0
MUN-237799	Work Orders	EDC Comment: Employees select wrong WO/Task and need a way to make labor corrections. Can't remove actual from WO, want to show correction. EDC Comment: The reverse chargeback reverses all WOs posted in that Journal. We need a way to correct WOs. 1/22/2016 Tyler response: Pending EDC response to emailed request to schedule a call. 3/1/2016 Tyler response: The Work Order reversal process will be updated to allow selection of specific work orders. The current process only allows reversing the entire set of work orders for one posting where the update will enable a selection that could be one or more as needed to correct incorrect detail cost entries (labor or otherwise). In addition the audit history of cost detail additions/updates/deletions will be improved to capture additional data and a comment to enhance the information available.		11.3	$5,500
Missing Item	Work Orders	EDC Comment: Need a report on post that shows budget warning on the WO and account detail EDC Comment: In Spreadsheet the over budget is noted to be addressed under MUN-203531.			
	Work Orders	WOs to charge rate on mileage used (one time use mileage billing) to be accomplished using newly added functionality titled "equipment rental".	Nice to Have	11.2	$0

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	Professional Services*	**1 – Work Order Department Fleet Cost Allocation** Provide a program to calculate monthly mileage cost for Department assigned Fleet vehicles, by determining the Starting and Ending Odometer readings to find the monthly usage total and multiplying the difference by the chargeable rate. The resulting calculation will be used with department specific GL Accounts to generate an unposted GL GEN journal. Mileage readings, along with rate information will be stored in a new table to allow for historical reporting.		11.2.5 or 11.3	$14,025
	Professional Services*	**2 – Project Ledger Road Report Labor Charges** Provide a program to generate Project Ledger only unposted journals – *for a selected group of projects* – that capture a Billing charge based on a predetermined Billing Rate times Actual Hours for an employee. A variance amount will also be calculated and stored for historical reporting; this is the difference between Actual Labor charges and State approved billable labor rate. Billing Rates will be set up by Fiscal Year for a Job Class and Location Code combination. Position Number, Job Class, Location, Employee number, Actual hours, Actual labor rate, billable hourly rate, variance, and PL string will be stored in a new table to allow for historical reporting. *The journals created from this program will be distinguishable within the OH allocation process from API and manual PL journals.* **EDC Comment:** Can we setup a call to discuss this item in detail? 1/13/2016 Tyler response: Pending EDC response to emailed request to schedule a call. 2/8/2016 Tyler note: Description above has been updated to reflect the agreed upon language as discussed in phone call on 2/5/2016. 3/1/2015 Tyler note: Description above has been updated (in *italics*) to include the requirements outlined in our email chain from Feb 24 and 25.		11.2.5 or 11.3	$15,300
				TOTAL	$63,525

*Professional Services modifications are estimates according to the current working understanding of El Dorado County requirements. Since these are custom programs they can be additionally customized as desired by EDC, but those could result in a higher cost. Tyler Professional Services currently bills $1,275 per day, with 50% billed at acceptance and 50% on delivery.

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EXHIBIT 12

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Quoted By:	Sandy Gallagher
Date:	6/29/2016
Quote Expiration:	10/17/2016
Quote Name:	El Dorado County-ERP-Amendment
Quote Number:	2016-19842
Quote Description:	Amendment - Modifications and PM

Sales Quotation For

El Dorado County

360 Fair Lane

Placerville, California 95667

Phone (530) 621-5450

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
50% of Dedicated Project Manager (Monthly)	18	$12,000.00	$0.00	$216,000.00
AR Modification - MUN-199365	3	$1,100.00	$0.00	$3,300.00
AR Modification - MUN-200090	13	$1,100.00	$0.00	$14,300.00
AR Modification - MUN-200091	4	$1,100.00	$0.00	$4,400.00
AR Modification - MUN-200092	2	$1,100.00	$0.00	$2,200.00
AR Modification - MUN-200093	4	$1,100.00	$0.00	$4,400.00
AR Modification - MUN-220525	3	$1,100.00	$0.00	$3,300.00
AR Modification - MUN-220526	2	$1,100.00	$0.00	$2,200.00
GL - Add GLI WF Restart Option	5	$1,100.00	$0.00	$5,500.00
GL Modification - GL PL Security	3	$1,100.00	$1,100.00	$0.00
GL Modification - MUN-183614	9	$1,100.00	$0.00	$9,900.00
GL Modification - MUN-203710	1	$0.00	$0.00	$0.00
GL Modification - MUN-206957	10	$1,100.00	$0.00	$11,000.00
GL Modification - MUN-207685	5	$1,100.00	$0.00	$5,500.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
GL Modification - MUN-207690	5	$1,100.00	$0.00	$5,500.00
GL Modification - MUN-207692	10	$1,100.00	$0.00	$11,000.00
GL Modification - MUN-207694	10	$1,100.00	$0.00	$11,000.00
GL Modification - MUN-207695	8	$1,100.00	$0.00	$8,800.00
GL Modification - MUN-207722	10	$1,100.00	$0.00	$11,000.00
GL Modification - MUN-214053	3	$1,100.00	$0.00	$3,300.00
GL Modification - Outside Period Access	3	$1,100.00	$1,100.00	$0.00
GL Permissions for Recurring Journals	5	$1,100.00	$0.00	$5,500.00
HR Modifcation MUN-224447	5	$1,100.00	$0.00	$5,500.00
HR Modifcation MUN-224451	11	$1,100.00	$0.00	$12,100.00
HR Modifcation MUN-224455	20	$1,100.00	$0.00	$22,000.00
HR Modifcation MUN-225706	13	$1,100.00	$0.00	$14,300.00
HR Modifcation MUN-230901	1	$0.00	$0.00	$0.00
PR LGCR SSRS Report	1	$6,375.00	$0.00	$6,375.00
PR Modifcation MUN-199733	10	$1,100.00	$0.00	$11,000.00
PR Modifcation MUN-199738	7	$1,100.00	$0.00	$7,700.00
PR Modifcation MUN-205346	15	$1,100.00	$0.00	$16,500.00
PR Modifcation MUN-217084	10	$1,100.00	$0.00	$11,000.00
PR Modifcation MUN-219152	1	$0.00	$0.00	$0.00
PR Modifcation MUN-224452	3	$1,100.00	$0.00	$3,300.00
PR Modifcation MUN-224456	3	$1,100.00	$0.00	$3,300.00
PR Modifcation MUN-225149	7	$1,100.00	$0.00	$7,700.00
PUR Add Warrent to Invoice Entry Browse	1	$1,100.00	$0.00	$1,100.00
PUR Contract Deletion Permission	4	$1,100.00	$0.00	$4,400.00
PUR Invoice Default Ststus Overrride	4	$1,100.00	$0.00	$4,400.00
PUR Modification - MUN-183616	3	$1,100.00	$0.00	$3,300.00
PUR Modification - MUN-183617	25	$1,100.00	$0.00	$27,500.00
PUR Modification - MUN-183617	20	$1,100.00	$0.00	$22,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
PUR Modification - MUN-183617	3	$1,100.00	$0.00	$3,300.00
PUR Modification - MUN-183617	5	$1,100.00	$0.00	$5,500.00
PUR Modification - MUN-207688	5	$1,100.00	$0.00	$5,500.00
PUR Modification - MUN-207691	5	$1,100.00	$0.00	$5,500.00
PUR Modification - MUN-207693	4	$1,100.00	$0.00	$4,400.00
PUR Modification - MUN-207693	4	$1,100.00	$0.00	$4,400.00
PUR Modification - MUN-207693	4	$1,100.00	$0.00	$4,400.00
PUR Modification - MUN-207693	3	$1,100.00	$0.00	$3,300.00
PUR Modification - MUN-210173	3	$1,100.00	$0.00	$3,300.00
PUR Modification - MUN-216389	4	$1,100.00	$0.00	$4,400.00
PUR Modification - MUN-216389	4	$1,100.00	$0.00	$4,400.00
PUR Modification - MUN-216389	1	$1,100.00	$0.00	$1,100.00
PUR Modification - MUN-216389	8	$1,100.00	$0.00	$8,800.00
PUR Modification - MUN-218133	5	$1,100.00	$0.00	$5,500.00
PUR Prevent Edit to Pick Tickets from REQ	6	$1,100.00	$0.00	$6,600.00
PUR Prevent Override	4	$1,100.00	$0.00	$4,400.00
PUR Reject, Prevent Updates to Approved PO REQ CO	15	$1,100.00	$0.00	$16,500.00
PUR Roll Unposted Contract	3	$1,100.00	$0.00	$3,300.00
PUR Total and Report by Tax Code	4	$1,100.00	$0.00	$4,400.00
WO ESS Lookup for WO and Task	1	$0.00	$0.00	$0.00
WO Modifcation MUN-216365	7	$1,100.00	$0.00	$7,700.00
WO Modifcation MUN-216366	5	$1,100.00	$0.00	$5,500.00
WO Modifcation MUN-216367	14	$1,100.00	$0.00	$15,400.00
WO Modifcation MUN-231544	1	$0.00	$0.00	$0.00
WO Modifcation MUN-237799	5	$1,100.00	$0.00	$5,500.00
WO Professional Services #1 - Department Fleet Cost Allocation	11	$1,275.00	$0.00	$14,025.00
WO Professional Services #2 -- Project Ledger Road Report Labor Charges	12	$1,275.00	$0.00	$15,300.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Sub-Total:				$690,600.00
Less Discount:				*$6,600.00*
TOTAL:				**$684,000.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$684,000.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$684,000.00**	**$0.00**
Contract Total (Excluding Estimated Travel Expenses)	**$684,000.00**	
Estimated Travel Expenses	**$24,000.00**	

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

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

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

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

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

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

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

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: License fees for Tyler and 3rd Party Software products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date'); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to Client, is due on the Availability Date; Fees foless otherwise indicated, fees for services, plus expenses, are payable upon delivery.

AMENDMENT II

This amendment ("Amendment") is made effective on the date of Client signature below ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at One Tyler Drive, Yarmouth, ME 04096 ("Tyler") and the Client identified in the signature block below ("Client").

WHEREAS, Tyler and the Client are parties to an agreement (the "Agreement") dated March 26, 2013, which Agreement included an Adobe End User License Agreement ("EULA") for functionality embedded into Tyler's proprietary Tyler Forms product; and

WHEREAS, Tyler now uses DocOrigin software to provide the same embedded functionality as previously provided by Adobe in the Tyler Forms product; and

WHEREAS, DocOrigin software is provided as third-party software subject to a DocOrigin End User License Agreement ("EULA");
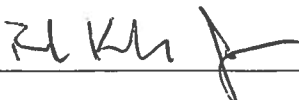
NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:
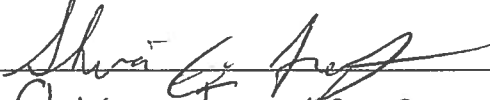
1. The Adobe EULA shall be replaced with the DocOrigin EULA, attached to this Amendment at Exhibit 1.

2. Client shall be installed on a version of the Tyler Forms product that relies on the DocOrigin functionality, which functionality is licensed to Client according to the terms of the DocOrigin EULA.

3. All references to "Adobe" in the Agreement shall be understood as references to DocOrigin.

4. All generic references to a third-party software "Developer" shall be understood as references to DocOrigin, to the extent the references are made in connection with the embedded functionality within the Tyler Forms product.

5. Client owes no additional fees to Tyler as a result of the transition from Adobe to DocOrigin, beyond the associated fees already set forth in the Agreement.

6. All other terms and conditions of the Agreement, and this Amendment shall be governed by and construed in accordance with those terms and conditions.

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

Tyler Technologies, Inc.

By: _____

Name: _Robert Kennedy-Jensen_

Title: _Senior Corporate Attorney_

Client: _El Dorado County, California_

By: _____

Name: _Shiva Frontzen_

Title: _Chair, Board of Supervisors_

Date: _1/3/17_

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By _____
Kim Dawson, Sr. Deputy Clerk

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **OF SOFTWARE LTD.** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement (**"Agreement"** or **"EULA"**) is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as **"You"**) and OF Software Ltd. for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the **"Software"**). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

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

1. LICENSE TERMS

1.1   In this Agreement a **"License Key"** means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.

1.2   **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the **"Evaluation Period"**). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

1.3   **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from www.docorigin.com on a single machine and

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3. UPDATES, MAINTENANCE AND SUPPORT

3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. OF Software Ltd. reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. INTELLECTUAL PROPERTY RIGHTS.

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5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY OF SOFTWARE LTD. HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY OF SOFTWARE LTD. OF SOFTWARE LTD. DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OF SOFTWARE LTD. DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

8.5 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]

AGREEMENT FOR SERVICES #529-S1311
AMENDMENT III

This Amendment III to that Agreement for Services #529-S1311 made and entered into by Tyler Technologies, Inc. with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and El Dorado County, a political subdivision of the State of California with offices at 360 Fair Lane, Placerville, California 95667 ("Client").

WHEREAS, Tyler and Client entered into Agreement #529-S1311 dated March 26, 2013 ("Agreement") for Tyler license software products and provide implementation services for an enterprise resource planning system; and

WHEREAS, Tyler and Client amended said Agreement #529-S1311 (Amendment I) on June 7, 2016 to increase compensation and modify terms; and

WHEREAS, Tyler and Client amended said Agreement #529-S1311 (Amendment II) on January 3, 2017 to include Adobe End User License Agreement ("EULA" for functionality; and

WHEREAS, the parties hereto have mutually agreed to increase the total amount of said Agreement by $10,000.00 for as needed modifications and interfaces, hereby amending Section E-General Terms and Conditions, Subsection (30)(a) and adding a new subsection (30)(r).

NOW THEREFORE, the parties do hereby agree that Agreement for Services #529-S1311 shall be amended a third time as follows:

A.   *Section E-General Terms and Conditions, subsection (30)(a) is amended in its entirety to read as follows:*
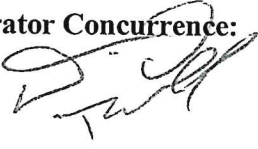
30.   Payment Terms

a.   The total amount of this Agreement as amended, including estimated travel expenses but not including maintenance services, shall not exceed $3,415,077. The not to exceed amount includes the amounts set forth in the Investment Summary (Exhibit 1) and in the Modification and Interfaces Cost Summary (Exhibit 12). The not to exceed amount is subject to modification in conjunction with Section B(5) ("Cancellation") and any authorized scope changes. Any as needed modifications and/or interfaces requested by Client that are outside the scope of Exhibit 12, shall be pursuant to work orders issued as outlined in subsection (30)(r) below.

1 of 3

B. *Section E-General Terms and Conditions, subsection (30) is amended to add new subsection paragraph (r) to read as follows:*

           r.   For new modifications or interfaces required by Client that are outside the scope of Exhibit 12, Tyler will provide a written quote to the Contract Administrator. Upon receipt and approval of each quote, the Contract Administrator will issue a separate written Work Order to Tyler identifying the specific work to be performed, a description of the work, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Tyler shall not commence work until receiving the written Work Order. No payment will be made for work assignment performed prior to the issuance of the written Work Order. The total amount of as needed modifications or interfaces shall not exceed $10,000.00.

Except as herein amended, all other parts and sections of that Agreement #529-S1311 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____   Dated: ___8/15/17___
      Vern Pierson
      District Attorney
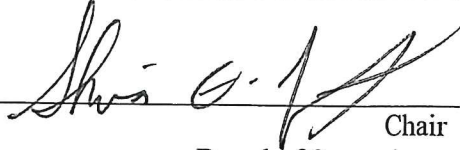
Requesting Department Head Concurrence:

By: _____   Dated: ___8-18-17___
      Don Ashton
      Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to that Agreement for Services #529-S1311 on the dates indicated below.
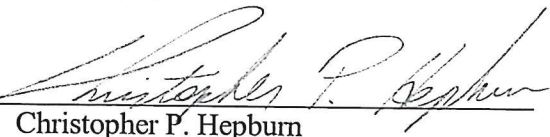
-- COUNTY OF EL DORADO --

Dated: _____8-29-17_____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: ___Kma Schouffenlorg___   Dated: _____8-29-17_____
Deputy Clerk

-- CONSULTANT --

Tyler Technologies, Inc.

By: _____   Dated: ___8/2/17___
Christopher P. Hepburn
President, ERP and School Division
"Consultant"

By: _____   Dated: ___8/4/17___
Abigail Diaz
~~Vice President & Associate General Counsel~~
Chief Legal Officer

ljs   #529-S1311

3 of 3

AGREEMENT FOR SERVICES #529-S1311
AMENDMENT IV

This Amendment IV to that Agreement for Services #529-S1311 made and entered into by Tyler Technologies, Inc. with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and El Dorado County, a political subdivision of the State of California with offices at 360 Fair Lane, Placerville, California 95667 ("Client").

WHEREAS, Tyler and Client entered into Agreement #529-S1311 dated March 26, 2013 ("Agreement") for Tyler license software products and provide implementation services for an enterprise resource planning system; and

WHEREAS, Tyler and Client amended said Agreement #529-S1311 (Amendment I) on June 7, 2016 to increase compensation and modify terms; and

WHEREAS, Tyler and Client amended said Agreement #529-S1311 (Amendment II) on January 3, 2017 to include Adobe End User License Agreement ("EULA" for functionality; and

WHEREAS, Tyler and Client amended said Agreement #529-S1311 (Amendment III) on August 29, 2017 to increase the total amount of said Agreement by $10,000.00 for as needed modifications and interfaces, hereby amending Section E-General Terms and Conditions, Subsection (30)(a) and adding a new subsection (30)(r); and

WHEREAS, the parties hereto have mutually agreed to increase the total amount of said Agreement by an additional $90,000.00 for as needed modifications and interfaces, hereby amending Section E-General Terms and Conditions, Subsection (30)(a) and amending subsection (30)(r).

NOW THEREFORE, the parties do hereby agree that Agreement for Services #529-S1311 shall be amended a fourth time as follows:

A. *Section E-General Terms and Conditions, subsection (30)(a) is amended in its entirety to read as follows:*

    30.   Payment Terms

        a.   The total amount of this Agreement as amended, including estimated travel expenses but not including maintenance services, shall not exceed $3,505,077. The not to exceed amount includes the amounts set forth in the Investment Summary (Exhibit 1) and in

1 of 3

the Modification and Interfaces Cost Summary (Exhibit 12). The not to exceed amount is subject to modification in conjunction with Section B(5) ("Cancellation") and any authorized scope changes. Any as needed modifications and/or interfaces requested by Client that are outside the scope of Exhibit 12, shall be pursuant to work orders issued as outlined in subsection (30)(r) below.

B. *Section E-General Terms and Conditions, subsection (30)(r) is amended in its entirety to read as follows:*

      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.

      For new modifications or interfaces required by Client that are outside the scope of Exhibit 12, Tyler will provide a written quote to the Contract Administrator. Upon receipt and approval of each quote, the Contract Administrator will issue a separate written Work Order to Tyler identifying the specific work to be performed, a description of the work, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Tyler shall not commence work until receiving the written Work Order. No payment will be made for work assignment performed prior to the issuance of the written Work Order. The total amount of as needed modifications or interfaces shall not exceed $100,000.00.

Except as herein amended, all other parts and sections of that Agreement #529-S1311 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:_____   Dated: ___12/29/17___
      Vern Pierson
      District Attorney

Requesting Department Head Concurrence:

By:_____   Dated: ___1/3/2018___
      Don Ashton
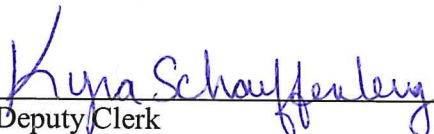   Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this Amendment IV to that Agreement for Services #529-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --
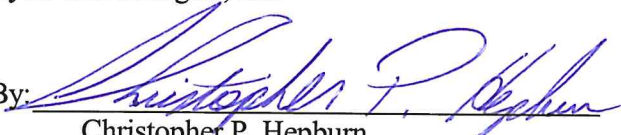
Dated: ___12-5-17___

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
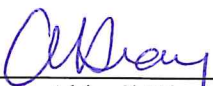James S. Mitrisin
Clerk of the Board of Supervisors

By: _____   Dated: ___12-5-17___
Deputy Clerk

-- CONSULTANT --

Tyler Technologies, Inc.

By: _____   Dated: December 19, 2017
Christopher P. Hepburn
President, ERP and School Division
"Consultant"

By: _____   Dated: December 19, 2017
Abigail Diaz
Chief Legal Officer

ljs   #529-S1311-AMD IV