City of Las Cruces®

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Council Action and Executive Summary

Item # 15 **Ordinance/Resolution#** 16-093

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of October 5, 2015 (Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☐ LEGISLATIVE ☒ ADMINISTRATIVE

TITLE: **A RESOLUTION APPROVING A LICENSE AND SERVICE AGREEMENT WITH TYLER TECHNOLOGIES INC. MUNIS DIVISION, FOR THE REIMPLEMENTATION OF THE CITY'S ENTERPRISE RESOURCE PROGRAM (ERP) SYSTEM IN THE AMOUNT OF $1,612,010.00.**

PURPOSE(S) OF ACTION:

Approve agreement.

COUNCIL DISTRICT: N/A		
Drafter/Staff Contact: Amber Vaughn	**Department/Section:** Assistant City Manager/CAO	**Phone:** 528-3228
City Manager Signature:		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In January 2014, Barry Strock Consulting Associates, Inc., conducted an Enterprise Resource Program (ERP) Needs Assessment (Attachment "A") of the City's implementation and utilization of the MUNIS ERP to identify system and organizational deficiencies and provide recommendations.

The recommendation included developing a RFI (request for information) to release to Tyler Technologies for affirmation of MUNIS capabilities, functionality, and Tyler's plan to address gaps. The recommendation included conducting on-site demonstrations of the MUNIS ERP system. In October of 2014, the City of Las Cruces defined its business requirements for an Enterprise Resource Program through the recommended RFI process. This documentation was sent to Tyler Technologies Inc. through Barry Strock Consulting Associates, Inc. and the response was received back on April 28th, 2015.

On May 12th, 13th and 14th of 2015 Tyler conducted onsite Demonstrations of the MUNIS software to use in conjunction with the RFI to determine whether MUNIS has the ability to address the business needs and requirements of the City.

(Continue on additional sheets as required)

The City considered the Tyler Technologies Inc. RFI response, demonstrations and City employee survey results to evaluate whether or not the City should re-implement MUNIS or go with an alternate solution.
Staff recommends the City to re-implement MUNIS using the newest version of the software. A detailed statement of work has been negotiated with Tyler Technologies Inc. with anticipated timeframe complete the reimplementation process of 18-24 months.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Purchasing Manager's Request for Contract Form.
3. Exhibit "B", Contract.
4. Attachment "A", Barry Strock Consulting Associations, Inc. ERP Needs Assessment.

SOURCE OF FUNDING:

Is this action already budgeted?			
	Yes	☐	See fund summary below
	No	☒	If No, then check one below:
	Budget Adjustment Attached	☒	Expense reallocated from: 1000-10100040-722310 1000-10100105-724190
		☐	Proposed funding is from a new revenue source (i.e. grant; see details below)
		☐	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?			
	Yes	☐	Funds will be deposited into this fund: ____ in the amount of $_____for FY__.
	No	☒	There is no new revenue generated by this action.

BUDGET NARRATIVE

The contract will span 18 to 24 months for a total cost of $1,612,010.00. The total amount needed for FY 16 is $806,000.00. The remaining $806,010.00 will be budgeted and encumbered in FY 17.

(Continue on additional sheets as required)

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General Fund	10100105-722190	$575,914.00	$575,914.00	$0.00	N/A
Utilities Shared Services	51518030-722190	$80,086.00	$126,401.46	$46,315.46	Additional Utilities purchase services
Gas Operations	52528010-722190	$80,000.00	$103,258.44	$23,258.44	Additional Gas purchase services
Solid Waste Operations	55558020-722190	$70,000.00	$134,846.50	$64,846.50	Additional Solid Waste purchase services

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the license and service agreement for Tyler Technologies Inc. Munis Division, for the reimplementation of the City's Enterprise Resource (ERP) System in the amount of $1,612,010.00.
2. Vote "No"; this will reject approve the license and service agreement for Tyler Technologies Inc. Munis Division, for the reimplementation of the City's Enterprise Resource (ERP) System in the amount of $1,612,010.00.
3. Vote to "Amend"; this could modify the Resolution and delay the reimplementation of the City's Enterprise Resource (ERP) System.
4. Vote to "Table"; this could delay the reimplementation of the City's Enterprise Resource (ERP) System.

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 16-093

A RESOLUTION APPROVING A LICENSE AND SERVICE AGREEMENT WITH TYLER TECHNOLOGIES INC. MUNIS DIVISION, FOR THE REIMPLEMENTATION OF THE CITY'S ENTERPRISE RESOURCE PROGRAM (ERP) SYSTEM IN THE AMOUNT OF $1,612,010.00.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) contracted Barry Strock Consulting Associates, Inc. (BSCA) to conduct an Enterprise Resource Program (ERP) Needs Assessment of the City's implementation and utilization of the MUNIS ERP to identify system and organizational deficiencies and provide recommendations; and

WHEREAS, BSCA recommended developing a RFI (request for information) to release to Tyler Technologies for affirmation of MUNIS capabilities, functionality, and Tyler's plan to address gaps; and

WHEREAS, BSCA recommended conducting on-site demonstrations of the MUNIS ERP system; and

WHEREAS, based on the RFI response, demonstrations and City employee survey results staff recommends the City enter into a License and Service Agreement with Tyler Technologies Inc. to re-implement MUNIS using the newest version of the software in the amount of $1,612,010.00.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the Purchasing Manager is authorized to enter into an agreement with Tyler Technologies Inc. as outlined in the signed Exhibit "A", Purchasing Manager's Request to Contract Form.

(II)

THAT the contract, attached hereto as Exhibit "B", for the License and Service Agreement is hereby approved in the amount of $1,612,010.00.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20_____.

APPROVED:

ATTEST:

_____
Mayor

_____

City Clerk

(SEAL)

VOTE:
Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Levatino: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: October 5, 2015

Resolution No.: 15-16-089 / 16-093

Sole Source Contract Purchase for
License and Service Agreement for the Reimplementation of the City's Enterprise Resource Program (ERP) System

The Las Cruces City Council is provided the following information concerning this request:

SOLICITATION INFORMATION:

1. Description: **License and Service Agreement for the Reimplementation of the City's Enterprise Resource Program (ERP) System**

2. Using Department: **Administration**

3. Current Award Recommendation To: **Tyler Technologies, Inc. of Yarmouth, ME**

4. Total Award Amount: **$1,612,010.00**

5. Contract Duration: **18 to 24 months**

PROCUREMENT CODE COMPLIANCE:
The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-95.**

Deb Smith — 9-30-15
Purchasing Manager — Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:	**TBD**

EXHIBIT "B"

LICENSE AND SERVICES AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Las Cruces, New Mexico.
- **"Days"** means business days
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Original Software"** means the Tyler Software licensed to the Client prior to the Effective Date of this Agreement and identified in Schedule 1 to Exhibit A.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to

Exhibit C.

- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you modify the Tyler Software without our permission or if you do not comply with the License Grant and Restrictions of this Agreement.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

   1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently $800) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty.
For as long as a current Maintenance and Support Agreement is in place, we warrant that the Tyler Software will not contain Defects.

If the Tyler Software does not perform as warranted, we will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current support call process (our current support call process is set forth in the document attached hereto as Exhibit C Schedule 1). Should we be unable to cure a Defect or provide a replacement product, you will be entitled to a refund of the Software fee paid for the Defective Tyler Software, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date. This will be your sole remedy should we be unable to cure the Defect or provide a replacement product. Should a refund be issued prior to the earlier of (i) your productive use of the Tyler Software or (ii) two (2) years from the Effective Date, no proration will apply.

5. Additional Warranties. We warrant that:

   (a) the execution, delivery and performance of this Agreement by us will not conflict with, breach, or cause a default under, any contract with any third party;
   (b) it has the right to grant the license to the Tyler Software as set forth herein;
   (c) the Tyler Software contains no viruses upon delivery, and no instructions, routines, devices, key-locks, time bombs or similar mechanisms that could be used to disable your use of the Tyler Software without your consent; and
   (d) all services shall be performed and rendered within the United States, and we shall not, without your consent, transmit any of your data to any entity or individual outside the United States.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled

professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Statement of Work. The Statement of Work ("SOW") is attached to this Agreement as Exhibit H. Both parties understand and agree that the SOW is subject to revision by mutual agreement in accordance with the requirements of this Agreement as the project progresses. The Statement of Work is considered to be a part of this Agreement as shown in the attached, as will all future revised Statements of Work.

9. Removal of Personnel. Client reserves the right to request that Tyler remove any employee(s) performing services under this Agreement. Tyler will honor City's request as expeditiously as possible provided that Tyler will be permitted a reasonable opportunity to cure the conditions leading to the Client's proposed removal of a Tyler employee. Both parties shall work towards a mutually agreeable remedy in the event of a change in our Project Manager or other personnel, including the effect upon the timelines and milestones set forth in the Statement of Work, and our Project Manager's participation level.

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement as detailed in Exhibit C of this Agreement. You agree to pay us the annual maintenance and support fees in accordance with our Invoicing and Payment Policy.

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

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

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) business days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you within ten (10) business days that will include either a justification of the invoice, an adjustment to the invoice, or a proposal preliminarily addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You

may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within sixty (60) business days of receipt of invoice. In light of the critical nature of the availability of the Tyler Software to the Client, but only during the period of any good faith dispute conducted in accord with this Agreement (including, without limitation, this section F (2), we will not terminate this Agreement (or the licenses granted or services contracted hereunder) solely based on a mere allegation that you have failed to cure a material breach if you dispute in good faith that you are in breach, or if Client's failure to pay fees due is permitted under this Agreement or applicable law.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 Tyler's Obligations. Tyler shall defend, indemnify and hold harmless Client against any claims, costs, judgments, awards, or liability (including attorney's fees and costs) by a third party 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. This indemnification requirement shall not be limited by the limitation of liability described in this Agreement.

1.2 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:

1.2.1 Promptly notifies Tyler in writing of any such claim; provided, however, that the Client's failure to provide such notification and request for indemnification shall not relieve Tyler of any liability that Tyler might have hereunder except to the extent that such failure prejudices Tyler's ability to defend such claim or suit;

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

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

1.3 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:

1.3.1 Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the most-current version of the Tyler Software Product made available to the Client, provided Tyler made the software available in a timely manner and such version is materially comparable to the earlier version;

1.3.2 Client's combining the Tyler Software Product with devices or products not provided or recommended or otherwise approved by Tyler;

1.3.3 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;

1.3.4 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;

1.3.5 Use of the Tyler Software Product by any person or entity other than Client or Client's employees or authorized users; or

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

1.4 Remedy.

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:

1.4.1.1 Procure for Client the right to continue using the infringing Tyler Software Products; or

1.4.1.2 Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.

1.4.1.3 Terminate the Client's license for the infringing Tyler Software Product(s) and refund to the Client the license fee paid for the Infringing Tyler Software. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

2. Property Damage and Personal Injury Indemnification. We will defend, indemnify and hold harmless you

and your 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 to the extent caused by our negligence or willful misconduct.

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) TWO (2) TIMES THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. We shall secure and maintain throughout the duration of the Agreement insurance of such types and in such amounts as specified below. It shall be our responsibility to maintain the required insurance coverage at all times. Our failure to maintain the required coverage shall not relieve us of any contractual responsibility or obligation. Satisfactory certificates of insurance shall be filed with you by us prior to us starting any work under the Agreement.

   Certificates of insurance shall be addressed to you. All insurance shall be in effect during the term of the Agreement.

   Throughout the term of the Agreement we shall provide you with certificates of insurance evidencing the herein stated coverages. The General Liability and Excess Liability insurance policies must be issued on an occurrence basis. The General Liability policy must name you, your officers and employees as additional insureds. In addition, we shall give you notice within ten (10) business days of any cancellation or non-renewal of in insurance coverage. We will not reduce coverage below the limits set forth herein.

   Prior to performing services under this Agreement, we shall provide you with certificates of insurance evidencing the following insurance coverage:
   a. Commercial general liability of at least $1,000,000 per occurrence, and $2,000,000 in the aggregate;
   b. Automobile liability of at least $1,000,000;
   c. Professional liability of at least $5,000,000; and
   d. Excess Liability of at least $5,000,000
   e. Workers compensation complying with statutory requirements. The liability limits shall not be less than the minimums required by applicable state law.

   Satisfactory certificates of insurance and the additional insured endorsement shall be filed with the Client

by Tyler prior to Tyler starting any work under the Agreement. Tyler's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Tyler to the coverage provided by such insurance, or otherwise limit Client's recourse to any remedy available at law or in equity.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date. The project will be defined in phases. Products and services listed in the "Optional Items" section of the Investment Summary will require an authorization to proceed. The documents authorizing us to proceed must be signed by your representative prior to permitting us to proceed with the addition of Optional Items to the project.

3. Dispute Resolution.

   a) You will notify us in writing within fifteen (15) business days of becoming aware of a dispute. If we cannot resolve such dispute within thirty (30) business days of our receipt of written notice from you, the following procedure will apply:

   (i) Each party will 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 our Project Manager for this project, your Project Manager for this project, and the two (2) appointees will hereinafter be referred to as the a Dispute Resolution Group.

   (ii) The Dispute Resolution Group will convene no later than fifteen (15) business days after the expiration of the thirty (30) business day period referenced in a) above and will 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 be commemorated in a binding amendment to the Agreement.

   b) 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 in Dona Ana County, New Mexico.

   c) All meetings and discussions of the Dispute Resolution Group are subject to Federal Rule of Evidence 408 or any similar applicable state rules of civil procedure or evidence.

   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.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, gross receipts, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us

for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.

Client asserts it qualifies as a political subdivision of a State of the United States for purposes of Section 103 (a) of the Internal Revenue Code of 1986, and that it is exempt from state and local income taxation, from federal excise taxes, and from New Mexico gross receipts tax. We shall take all reasonably necessary steps authorized by law, as communicated in writing to us by you, to eliminate the payment of any and all such taxes which may otherwise be due and payable to the State of New Mexico in connection with this Agreement, and the products and services to be furnished hereunder.

We shall pay any taxes assessed arising out of our operations; provided, however, that we shall not be deemed to be in default of our obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest may constitute a default.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control. If there is a change in control, the terms of this Agreement shall remain in full force and effect unless otherwise agreed by the Client and Tyler's successor-in-interest.

9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

11. Entire Agreement. This Agreement represents the entire agreement between you and us with respect to

the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory.

12. Amendment and Work Changes. The terms, provisions and conditions of this Agreement may only be modified or changed if said modifications or changes shall be reduced to writing and signed by both parties in accordance with applicable law. The parties recognize that any amendments or modifications may require a formal municipal resolution or ordinance under New Mexico law and must be formally approved by the Las Cruces City Council in order to be effective. You reserve the right to request work changes in the nature of addition, deletion or modification to the scope of services, without violating this Agreement.. We shall be consulted with regard to any work changes to ascertain the feasibility of said change and in order to coordinate said change with the balance of the project. All changes shall be authorized in writing signed by your authorized representative or his designee. The writing will include conforming changes in the Agreement. You agree to pay for effort and cancellation fees incurred by us. You may desire additional items beyond those itemized in this Agreement. These may be additional units, parts desired but not requested in the RFP, etc. You may propose a written amendment to purchase these items. This is not to be used for pricing errors or items that are scheduled already as deliverable.

13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

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

15. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

16. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

17. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

18. Confidentiality & Client Data. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable New Mexico and Federal law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The

confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

Notwithstanding Section I(18)(d) above, we recognizes that you are a municipal entity subject to the New Mexico Inspection of Public Records Act, and that you are obligated to disclose public records upon request unless an exemption from disclosure exists. Nothing in this Agreement is intended to prevent your compliance with the New Mexico Inspection of Public Records Act. Either party's strict compliance with applicable law or a valid court order requiring release of public records or Client information shall not be considered a breach of this Agreement (as relates to this Section 18). In the event that you receive a public records request or are ordered to comply with a similar law for the disclosure of information related to our User Guides or Tyler Software, you shall promptly provide written notice of such request or order so that we may take appropriate steps to protect our interests. You shall comply with any injunction or court order obtained by us that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, we shall indemnify you for any fines, sanctions, attorneys' fees, expenses, or penalties imposed on and reasonably paid by you for failure to disclose such records as required hereunder (but only to the extent that such failure was a direct result of your compliance with our instructions) within forty-five (45) days of a request from you, unless additional time is reasonably necessary under the circumstances and is agreed to by the parties.

The parties agree that the Client maintains any and all rights it has in information provided to Tyler or entered into the Tyler Software. Tyler will use such information only to extent reasonably necessary to perform its obligations under this Agreement.

19. Business License. We shall, at our sole expense, secure and take out all necessary licenses, certificates and permits from any municipality or other public authority, which may be required in connection with the work contemplated by this Agreement, or any part thereof, and shall give all notices required by any applicable statute, law, ordinance, rule or regulation. You shall notify us of any known requirements.

20. Governing Law. The parties acknowledge that this Agreement has been executed in the City of Las Cruces, New Mexico, and that work will be performed in Las Cruces. The parties further acknowledge and agree that New Mexico state law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that New Mexico state law shall govern interpretation and enforcement of this Agreement (all without regard to New Mexico conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought only in a court of competent jurisdiction located in Dona Ana County, New Mexico. By the executing of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which

they may have with respect to venue, forum or personal jurisdiction in any court located in or serving Dona Ana County, New Mexico.

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

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
	Schedule 1: RFI Response
	Schedule 2: ERP Modifications
	Schedule 3: GB Conversion
	Schedule 4: TCM Conversion Exhibit B Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party End User License Agreements
	Schedule 1: Adobe
	Schedule 2: Emphasys
Exhibit E	Modifications
Exhibit F	OSDBA Agreement
Exhibit G	Disaster Recovery Agreement
Exhibit H	Statement of Work
Exhibit I	Las Cruces, MN Request for Information – ERP Software Application System ("RFI") dated April 9, 2015
Exhibit J	Tyler's Proposal in Response to the RFI ("Proposal")
Exhibit K	Tyler Investment Analyses
	Schedule 1: Work Orders
	Schedule 2: General Billing
	Schedule 3: Financials
	Schedule 4: PR & HR
Exhibit L	Tyler Security Policy
Exhibit M	Escrow Agreement

In the event of conflict between any of the portions of this Agreement, including Exhibits hereto, the following order of precedence shall be adhered to:

Agreement Sections A-I, and Exhibits A-H, L, & M
Exhibit K
Exhibit J (Proposal)
Exhibit I (RFI)

23. Successor Software Products. As long as the you continuously maintain a Maintenance and Support Agreement with us for all of the Tyler Software licensed to the City and (i) in the event any of such Tyler Software is no longer supported by Tyler, and (ii) we make available successor software products

(e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to such Tyler Software within ten (10) years from the Effective Date, then you , at your sole discretion, may transfer such Tyler Software to the Successor Products for no additional license fees. In the event you elect to transfer Tyler Software to the Successor Products, you shall return to us the Tyler Software and pay the then-current maintenance fees for the Successor Products and fees for services and third party hardware and software associated with the transfer to the Successor Products, at Tyler's then-current rates.

24. Proposed Functionality. Notwithstanding anything to the contrary stated in this Agreement, if a modification or new release performed by us removes material functionality or interoperability as set forth in our RFP Response (for the Tyler Software listed in the Investment Summary) within five (5) years of the Effective Date, we will provide an alternate means of providing such functionality or interoperability that is substantially the same in functionality and ease of use.

25. OSDBA and Disaster Recovery Services. Upon the Effective Date, the Tyler Software acquired by the Client pursuant to this Agreement are added to Client's inforce Disaster Recovery and OSDBA Agreements with Tyler.

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

Tyler Technologies, Inc.
ERP and Schools Division

By:_____

Name:_____

Title:_____

Date:_____

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

City of Las Cruces

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Las Cruces
700 North Main St.
Las Cruces, NM 88001
Attention: City Manager, City Attorney, IT Director

Exhibit A - Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to the City of Las Cruces under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Quoted By:	Sandy Gallagher
Date:	9/28/2015
Quote Expiration:	3/26/2016
Quote Name:	City of Las Cruces-ERP-RFI Response
Quote Number:	2015-15441
Quote Description:	Munis RFI - SOW V7

Sales Quotation For

City of Las Cruces
700 North Main Street
Las Cruces, New Mexico 88001
Phone (575) 541-2032
Fax: (575) 541-2143

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SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:				
Tyler Notify	$18,200.00	1	$18,200.00	0
TOTAL:	**$18,200.00**		**$18,200.00**	**0**

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
Tyler Pulse	$30,000.00	11 @ $1,275.00	$14,025.00	$0.00	$44,025.00	$7,500.00
Tyler Content Manager SE	$30,000.00	6 @ $1,275.00	$7,650.00	$0.00	$37,650.00	$5,400.00
eProcurement	$17,000.00	1 @ $1,275.00	$1,275.00	$0.00	$18,275.00	$3,060.00
Other:						
CAFR Statement Builder Upgrade	$15,625.00	4 @ $1,275.00	$5,100.00	$0.00	$20,725.00	$3,150.00
Sub-Total:	$92,625.00		$28,050.00	$0.00	$120,675.00	$19,110.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Less Discount:	*$23,325.00*		*$0.00*	*$0.00*	*$23,325.00*	*$19,110.00*
TOTAL:	**$69,300.00**	**22**	**$28,050.00**	**$0.00**	**$97,350.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
75% of Dedicated Project Manager (Monthly)	18	$16,575.00	$0.00	$298,350.00
Accounting/GL/BG/AP Implementation	25	$1,275.00	$0.00	$31,875.00
AR Implementation	11	$1,275.00	$0.00	$14,025.00
Bid Management Implementation	4	$1,275.00	$0.00	$5,100.00
BMI Collect IT Implementation	3	$1,275.00	$0.00	$3,825.00
Business License Implementation	11	$1,275.00	$0.00	$14,025.00
Business Process Consulting - Accounts Payable	1	$15,750.00	$0.00	$15,750.00
Business Process Consulting - Benefits Enrollment	1	$5,250.00	$0.00	$5,250.00
Business Process Consulting - Budget	1	$15,750.00	$0.00	$15,750.00
Business Process Consulting - Business Licenses	1	$22,750.00	$0.00	$22,750.00
Business Process Consulting - Bid Management	1	$10,500.00	$0.00	$10,500.00
Business Process Consulting - Contract Management	1	$10,500.00	$0.00	$10,500.00
Business Process Consulting - Fixed Assets	1	$15,750.00	$0.00	$15,750.00
Business Process Consulting - General Billing	1	$22,750.00	$0.00	$22,750.00
Business Process Consulting - General Ledger	1	$15,750.00	$0.00	$15,750.00
Business Process Consulting - HR Management	1	$28,000.00	$0.00	$28,000.00
Business Process Consulting - Inventory	1	$15,750.00	$0.00	$15,750.00
Business Process Consulting - Miscellaneous Cash	1	$10,500.00	$0.00	$10,500.00
Business Process Consulting - Project/Grant Accounting	1	$22,750.00	$0.00	$22,750.00
Business Process Consulting - Permits & Code Enforcement	1	$31,500.00	$0.00	$31,500.00
Business Process Consulting - Purchasing & Requisitions	1	$15,750.00	$0.00	$15,750.00
Business Process Consulting - Payroll	1	$28,000.00	$0.00	$28,000.00
Business Process Consulting - Cash Management	1	$15,750.00	$0.00	$15,750.00
Business Process Consulting - Utility Billing	1	$31,500.00	$0.00	$31,500.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Business Process Consulting - Work Orders, Fleet & Facilities	1	$31,500.00	$0.00	$31,500.00
CAFR Statement Builder Implementation	4	$1,275.00	$0.00	$5,100.00
Cash Management Implementation	5	$1,275.00	$0.00	$6,375.00
Central Property File	1	$1,275.00	$0.00	$1,275.00
Change Management Consulting Solution	1	$50,000.00	$0.00	$50,000.00
Citizen Self Service Implementation	2	$1,275.00	$0.00	$2,550.00
COA Redesign	1	$30,800.00	$0.00	$30,800.00
Contract Management Implementation	4	$1,275.00	$0.00	$5,100.00
Fixed Assets Implementation	6	$1,275.00	$0.00	$7,650.00
General Billing Implementation	5	$1,275.00	$0.00	$6,375.00
HR Implementation	7	$1,275.00	$0.00	$8,925.00
Inventory Implementation	7	$1,275.00	$0.00	$8,925.00
MapLink GIS Integration	1	$1,275.00	$0.00	$1,275.00
Payroll w/ESS Implementation	17	$1,275.00	$0.00	$21,675.00
Permits&Code Enforcement Implementation	24	$1,275.00	$0.00	$30,600.00
Professional Services/Conversion	40	$1,100.00	$0.00	$44,000.00
Project and Grant Accounting Implementation	6	$1,275.00	$0.00	$7,650.00
Project Planning Services	1	$9,000.00	$0.00	$9,000.00
Purchasing Implementation	14	$1,275.00	$0.00	$17,850.00
Role Based Security Analysis	10	$1,275.00	$0.00	$12,750.00
Role Tailored Dashboard Implementation	6	$1,275.00	$0.00	$7,650.00
Tyler Cashiering Implementation	6	$1,275.00	$0.00	$7,650.00
Tyler Reporting Services Implementation	3	$1,275.00	$0.00	$3,825.00
UB CIS Implementation	21	$1,275.00	$0.00	$26,775.00
Work Orders, Fleet and Facilities Management Implementation	20	$1,275.00	$0.00	$25,500.00
TOTAL:				**$1,082,225.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
SymPro Annual Maintnenace and Support	1	$0.00	$0.00	$0.00	$7,200.00	$0.00	$7,200.00
SymPro Consulting/Project Management	1	$6,000.00	$0.00	$6,000.00	$0.00	$0.00	$0.00
SymPro Conversion of Exisiting Debt Positions	1	$12,000.00	$0.00	$12,000.00	$0.00	$0.00	$0.00
SymPro - Debt Module	1	$24,000.00	$0.00	$24,000.00	$0.00	$0.00	$0.00
SymPro - General Ledger Module	1	$12,000.00	$0.00	$12,000.00	$0.00	$0.00	$0.00
SymPro Three Days Training and Implementation	1	$5,760.00	$0.00	$5,760.00	$0.00	$0.00	$0.00
SymPro Travel Expenses	1	$3,000.00	$0.00	$3,000.00	$0.00	$0.00	$0.00
Tyler Notify IVR Plan (25,000 Minutes)	1	$2,500.00	$0.00	$2,500.00	$0.00	$0.00	$0.00
3rd Party Software Sub-Total:			*$0.00*	*$38,500.00*		*$0.00*	*$7,200.00*
3rd Party Services Sub-Total:			*$0.00*	*$26,760.00*			*$0.00*
TOTAL:				**$65,260.00**			**$7,200.00**

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Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$18,200.00
Total Tyler Software	$69,300.00	$0.00
Total Tyler Services	$1,110,275.00	$0.00
Total 3rd Party Hardware, Software and Services	$65,260.00	$7,200.00
Summary Total	**$1,244,835.00**	**$25,400.00**
Contract Total	**$1,270,235.00**	

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Productivity:				
Transparency Portal	$11,000.00	1	$11,000.00	0

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
TOTAL:	**$11,000.00**		**$11,000.00**	**0**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Performance Based Budgeting	$30,450.00	13 @ $1,275.00	$16,575.00	$0.00	$47,025.00	$5,481.00
Employee Expense Reimbursement	$9,450.00	6 @ $1,275.00	$7,650.00	$0.00	$17,100.00	$1,701.00
Payroll/HR:						
Professional Development	$6,600.00	2 @ $1,275.00	$2,550.00	$0.00	$9,150.00	$1,188.00
Productivity:						
Tyler Content Manager Enterprise Upgrade (Existing CL w/Tyler Content Manager SE)	$22,000.00	9 @ $1,275.00	$11,475.00	$0.00	$33,475.00	$9,360.00
Tyler Meeting Manager for TCM (SE)	$13,000.00	2 @ $1,275.00	$2,550.00	$0.00	$15,550.00	$2,340.00
Other:						
EnerGov Permits & Inspections	$48,125.00	36 @ $1,275.00	$45,900.00	$21,300.00	$115,325.00	$12,031.00
EnerGov Professional Licensing	$20,000.00	15 @ $1,275.00	$19,125.00	$11,400.00	$50,525.00	$5,000.00
Parks and Recreation	$32,800.00	10 @ $1,275.00	$12,750.00	$0.00	$45,550.00	$5,904.00
EnerGov Asset Management	$20,000.00	15 @ $1,275.00	$19,125.00	$0.00	$39,125.00	$5,000.00
EnerGov e-Reviews	$24,000.00	10 @ $1,275.00	$12,750.00	$0.00	$36,750.00	$6,000.00
EnerGov ESRI Integration	$33,000.00	1 @ $1,275.00	$1,275.00	$0.00	$34,275.00	$8,250.00
EnerGov Intelligent Objects Automation	$10,665.00	13 @ $1,275.00	$16,575.00	$0.00	$27,240.00	$2,666.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Incident Management	$16,500.00	8 @ $1,275.00	$10,200.00	$0.00	$26,700.00	$2,970.00
EnerGov iG Workforce Mobile	$24,000.00	2 @ $1,275.00	$2,550.00	$0.00	$26,550.00	$6,000.00
EnerGov Citizen Access Portal	$20,000.00	2 @ $1,275.00	$2,550.00	$0.00	$22,550.00	$5,000.00
TOTAL:	**$330,590.00**	**144**	**$183,600.00**	**$32,700.00**	**$546,890.00**	**$78,891.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Applicant Tracking Implementation	3	$1,275.00	$0.00	$3,825.00
Business Objects Implementation	3	$1,275.00	$0.00	$3,825.00
Business Process Consulting - Applicant Tracking	1	$14,000.00	$0.00	$14,000.00
Business Process Consulting - Performance Based Budgeting	1	$31,500.00	$0.00	$31,500.00
Business Process Consulting - Risk Management	1	$15,750.00	$0.00	$15,750.00
EnerGov License Exam Management	1	$1,999.00	$0.00	$1,999.00
EnerGov Permits & Code Forms Library (4 Forms)	1	$4,200.00	$0.00	$4,200.00
EnerGov Professional Licensing Forms Library (2 Forms)	1	$1,800.00	$0.00	$1,800.00
EnerGov Project Manager Services	1	$9,000.00	$0.00	$9,000.00
Risk Management Implementation	6	$1,275.00	$0.00	$7,650.00
TOTAL:				**$93,549.00**

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Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Permits & Inspections - Option 1 - Applications	$6,600.00	$0.00	$6,600.00
EnerGov Permits & Inspections - Option 2 - Violations	$5,400.00	$0.00	$5,400.00
EnerGov Permits & Inspections - Option 3 - Inspections	$5,400.00	$0.00	$5,400.00
EnerGov Permits & Inspections - Standard - Master	$3,900.00	$0.00	$3,900.00
EnerGov Professional Licensing Opt 1 - Bills	$6,000.00	$0.00	$6,000.00
EnerGov Professional Licensing Standard - LT Master, Customer Accounts	$5,400.00	$0.00	$5,400.00
TOTAL:			**$32,700.00**

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

MUNIS Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Productivity:						
eProcurement	$17,000.00	$1,700.00	$15,300.00	$3,060.00	$3,060.00	$0.00
Tyler Content Manager SE	$30,000.00	$3,000.00	$27,000.00	$5,400.00	$5,400.00	$0.00
Tyler Pulse	$30,000.00	$3,000.00	$27,000.00	$7,500.00	$7,500.00	$0.00
Other:						
CAFR Statement Builder Upgrade	$15,625.00	$15,625.00	$0.00	$3,150.00	$3,150.00	$0.00
TOTAL:	**$92,625.00**	**$23,325.00**	**$69,300.00**	**$19,110.00**	**$19,110.00**	**$0.00**

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Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

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.

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In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

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.

By signing this quote, client acknowledges and agrees to the termination of its license for Tyler's GASB 34 Report Writer in favor of the addition of the CAFR Statement Builder. Tyler's support, update and hosting (for SaaS clients) for the GASB34 Report Writer will terminate upon the delivery of the CAFR module. For self-hosted clients, the annual Maintenance fee for the CAFR module will first be payable upon the next renewal of the annual maintenance term for the Tyler Software Products licensed to Client by Tyler. For SaaS clients, the annual SaaS fee for the CAFR module will first be payable upon the next renewal of the SaaS Term for the Tyler Software Products licensed to Client by Tyler.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov utilizes Crystal Reports for creating custom reports and forms. SAP Business Objects - Crystal Reports Developer Edition (SAP Crystal Reports 2011 INTL WIN NUL License) is required to develop or modify Crystal Reports.

Comments

EnerGov modules are limited to a maximum of 45 users.

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Quoted By:	Sandy Gallagher
Date:	9/30/2015
Quote Expiration:	2/15/2016
Quote Name:	City of Las Cruces-ERP-Modifcations
Quote Number:	2015-14695
Quote Description:	RFI Modifications

Sales Quotation For

City of Las Cruces
700 North Main Street
Las Cruces, New Mexico 88001
Phone (575) 541-2032
Fax: (575) 541-2143

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Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Modification - 16.52 - Secondary SSN for UB Customers - Existing Functionalty	1	$0.00	$0.00	$0.00
Modification - 18.090: CSS Service Request - Existing Functionaloty	1	$0.00	$0.00	$0.00
Modification - 18.114 - Warning for New UB Account if Balance Due	4	$1,100.00	$0.00	$4,400.00
Modification - 20.24 - Cross Ref UPC# to Item#	5	$1,100.00	$0.00	$5,500.00
Modification - 20.48 - Multiple Item Transfers Group	8	$1,100.00	$0.00	$8,800.00
Modification - 21.23 - Gen Reads on # of Consecutive Estimates	5	$1,100.00	$0.00	$5,500.00
Modification - 22.36 - Inactivate Old Rates	4	$1,100.00	$0.00	$4,400.00
Modification - 24.10 - Default Container	3	$1,100.00	$0.00	$3,300.00
Modification - 27.2.25 - Add Personnel Actions History to View in ESS	5	$1,100.00	$0.00	$5,500.00
Modification - 4.172 - Ability to Update Fixed Sewer to WQA	4	$1,100.00	$0.00	$4,400.00
Modification - 4.174 - Prorate Usage Fees	4	$1,100.00	$0.00	$4,400.00
Modification - 4.187: Miscellaneous charges per Pay Application Fees	1	$2,200.00	$2,200.00	$0.00
Modification - 9.23 & 24 - Last Payment Amt & Date Printed on Bill	3	$1,100.00	$0.00	$3,300.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Modification - 9.24: Included in NUM 9.23	1	$0.00	$0.00	$0.00
Modification - C.5 - Revert to Landlord	5	$1,100.00	$0.00	$5,500.00
Sub-Total:				$57,200.00
Less Discount:				*$2,200.00*
TOTAL:				**$55,000.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$55,000.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$55,000.00**	**$0.00**
Contract Total	**$55,000.00**	

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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.

Quoted By:	Sandy Gallagher
Date:	8/20/2015
Quote Expiration:	2/16/2016
Quote Name:	City of Las Cruces-ERP-GL History Conversion
Quote Number:	2015-14718
Quote Description:	GL History Conversion

Sales Quotation For

City of Las Cruces
700 North Main Street
Las Cruces, New Mexico 88001
Phone (575) 541-2032
Fax: (575) 541-2143

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Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Other:						
GL History Conversion	$0.00	0 @ $1,275.00	$0.00	$30,000.00	$30,000.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$30,000.00**	**$30,000.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation Day	2	$1,275.00	$0.00	$2,550.00
TOTAL:				**$2,550.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$32,550.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$32,550.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Contract Total	$32,550.00	

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Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
GL History Conversion	$30,000.00	$0.00	$30,000.00
TOTAL:			**$30,000.00**

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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

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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.

Quoted By:	Sandy Gallagher
Date:	9/1/2015
Quote Expiration:	2/23/2016
Quote Name:	City of Las Cruces - ERP - TCM Conversion
Quote Number:	2015-14844
Quote Description:	City of Las Cruces - ERP - TCM Conversion

Sales Quotation For

City of Las Cruces
700 North Main Street
Las Cruces, New Mexico 88001
Phone (575) 541-2032
Fax: (575) 541-2143

Tyler Software and Related Services

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Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Other:						
Tyler Content Manager SE - AP Standard Master - 7 Doc Types - E	$0.00	0 @ $1,275.00	$0.00	$6,500.00	$6,500.00	$0.00
Tyler Content Manager SE - AP Opt 1 - Checks - 3 Doc Types - E	$0.00	0 @ $1,275.00	$0.00	$1,800.00	$1,800.00	$0.00
Tyler Content Manager SE - Inventory Conversion	$0.00	0 @ $1,275.00	$0.00	$1,800.00	$1,800.00	$0.00
Tyler Content Manager SE - General Journal Conversion	$0.00	0 @ $1,275.00	$0.00	$1,800.00	$1,800.00	$0.00
Tyler Content Manager SE - Utility Billing Conversion	$0.00	0 @ $1,275.00	$0.00	$6,000.00	$6,000.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$17,900.00**	**$17,900.00**	**$0.00**

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Tyler Content Manager SE - AP Opt 1 - Checks - 3 Doc Types	$1,800.00	$0.00	$1,800.00
Tyler Content Manager SE - AP Standard Master - 7 Doc Types	$6,500.00	$0.00	$6,500.00
Tyler Content Manager SE - General Journal Conversion	$1,800.00	$0.00	$1,800.00
Tyler Content Manager SE - Inventory Conversion	$1,800.00	$0.00	$1,800.00
Tyler Content Manager SE - Utility Billing Conversion	$6,000.00	$0.00	$6,000.00
TOTAL:			**$17,900.00**

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Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

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

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

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

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

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

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

Exhibit B - Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement. All payments made pursuant to this Agreement shall be on the basis of duly verified invoices properly documented and submitted by VENDOR to CITY. VENDOR will submit invoices to the CITY's designated representative or his designee for payment.

1. Tyler Software.

1.1 *License Fees*: License fees for new products are invoiced as follows: (a) 25% ($17,325) on the Effective Date; (b) 50% ($34,650) on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 25% ($17,325) one hundred eighty (180) days after the Available Download Date.

1.2 Maintenance and Support Fees:

1.2.1 The first year maintenance and support fees for new products for the one (1) year period commencing on the date of the Available Download Date are waived.

1.2.2 Subsequent maintenance and support fees are invoiced annually in advance on each anniversary of the Available Download Date and will be prorated in year two to align with Client's then-current Annual Maintenance term for Tyler Software licensed to the Client prior to the Effective Date of this Agreement (hereafter, the "Original Software").

1.2.3 Maintenance fees for Original Software included on an annual maintenance agreement with Tyler will have the Annual Maintenance Fees reduced to then-present list price for the annual maintenance term commencing 7/1/16.

1.2.4 Maintenance Caps. Tyler will adhere to the following maintenance caps for the Tyler Software licensed to the Client as shown below:

1.2.4.1 Maintenance Term 7/1/16-6/30/17: Annual Maintenance fees will not increase more than 3% over the previous year's maintenance fees;

1.2.4.2 Maintenance Term 7/1/17-6/30/18: Annual Maintenance fees will not increase more than 3% over the previous year's maintenance fees;

1.2.4.3 Maintenance Term 7/1/18-6/30/19: Annual Maintenance fees will not increase more than 3% over the previous year's maintenance fees;

1.2.4.4 Maintenance Term 7/1/19-6/30/20: Annual Maintenance fees will not increase more than 5% over the previous year's maintenance fees;

1.2.4.5 Maintenance Term 7/1/20-6/30/21: Annual Maintenance fees will not increase more than 5% over the previous year's maintenance fees;

1.3 *SaaS Fees*. Year 1 fee for Tyler Notify ($18,200) is invoiced when the hosting environment is made available to the Client. Subsequent Tyler Notify SaaS fees are invoiced annually in advance on each anniversary of the date on which the hosting environment is made available.

2. Professional Services.

2.1 *Project Planning Services*: Project planning services fee of $9,000 is invoiced upon delivery of the Implementation Planning Document.

2.2 *Data Conversion Services*: Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.

2.3 *Other Professional Services (excluding Implementation days)*: Other professional services (excluding Implementation days) are billed at daily rates and invoiced as delivered. Notwithstanding the foregoing, you will retain 10% of the fee for each Implementation day associated with a Tyler Software module until thirty (30) days after use of such Tyler Software module in live production, by phase, not to exceed the targeted live date set forth in the Statement of Work for such Tyler Software module.

2.4 *Implementation Services*: Implementation days are billed in half-day and full-day increments and invoiced as delivered.

2.5 *Requested Modifications to the Tyler Software*: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

2.6 *Consulting Services*: Fees for Business Process Consulting services are invoiced 50% upon commencement of the service and 50% upon completion of the service, by product.

2.7 *Change Management*. The fee for Change Management is due as follows:

Payment ID	Milestone	Amount
CM-1.1	Acceptance of Change Management Discovery Analysis	$5,000.00
CM-1.2	Delivery Change Management Plan and Strategy Presentation	$10,000.00
CM-1.3	Acceptance of Executive Playbook	$10,000.00
CM-1.4	Acceptance of Resistance Management Plan	$10,000.00
CM-1.5	Acceptance of Procedural Change Communications Plan	$5,000.00
CM-1.6	Change Management Coach Training	$10,000.00

2.8 *With respect to Business Process Consulting and Change Management, the parties shall mutually agree with respect to the scheduling of the services, including their respective commencements.*

2.9 *Project Management Fees*. 75% Dedicated Project Management fees are invoiced on a monthly basis ($16,575) for eighteen (18) months, commencing on the first day of the month immediately following the Effective Date.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software are invoiced upon the Effective Date.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced upon the earlier of (1) thirty (30) says from the Effective Date or (2) when we make it available to you for downloading. Year two and later software will be invoiced directly by the 3rd Party software provider.

3.3 *Third Party Services*: SymPro Professional service fees and training will be invoiced 50% upon execution of this agreement, 50% upon delivery of services. Expenses are payable as incurred.

3.4 *Tyler Notify Minutes*. The fee for Tyler Notify Minutes will be invoiced when the Tyler Notify hosting environment is made available to the Client. Additional minutes must be purchased in advance at Tyler's then current rates.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

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

Exhibit B Schedule 1 - Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

Exhibit C - Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the date when we make the Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at Tyler's then-current maintenance and support fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. For the avoidance of doubt and notwithstanding anything to the contrary stated herein, the annual Maintenance term for the Original Software shall be unchanged. The year two annual Maintenance term for Tyler Software first acquired pursuant to this Agreement shall be prorated to align with the then-current annual Maintenance term of the Original Software.

2. Maintenance and Support Fees. The maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will provide you with at least forty-five (45) days written notice of any change in your annual maintenance and support fees. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours. We will make reasonable efforts to extend availability of maintenance services for weekend coverage provided you provide at least two (2) weeks notification of the need for such coverage and agree to pay the surcharge identified at the time of notification. We agree to hold the rate for such services at $200 per hour for one (1) year from the Effective Date of this Agreement;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;

3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect (referred to as Tyler's Evergreen Philosophy in the RFI);
3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy;
3.6 modify the Tyler Software to remain compliant with applicable state and federal mandates, for no additional cost beyond the annual maintenance and support fees and consistent with our then-current release life cycle policy. This commitment does not extend to reports that require data from outside of the Tyler Software.
3.7 incorporate modifications to the Tyler Software performed for the Client by us into new releases of the Tyler Software;
3.8 create reports for the Munis® Tyler Software using the Tyler Software "Munis Analytics and Reporting",

3.8.1 Reports that , can be completed in less than two (2) hours shall be free of charge;
3.8.2 Reports that require two (2) hours or more to complete shall be provided at Tyler's then-current rates for all time expended;
3.8.3 Time required to complete reports is determined by Tyler in its sole discretion and includes time for research and testing.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at $200 per hour (with a four (4) hour minimum) within twelve (12) months from the Effective Date, and thereafter at our then-current rates.

6. Current Support Call Process. Our current Support Call Process is attached to this Exhibit C at Schedule 1.

Exhibit C Schedule 1 – Support Call Process

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will ensure 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 its ERP/Schools Division (also referred to as "Munis") is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

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

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

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services and TCM	8:00am-9:00pm 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 incoming calls,* which means you will often start working with a Support Specialist immediately upon calling Tyler.

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

- your full name (first name, last name) and the site you are calling for/from;
- a phone number where you can be reached;
- the details of the issue or question you have (i.e.: program, • process, error message);
- the priority of the issue (1, 2, 3, or 4); and
- 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. Priority 1 calls received before the end of business will be responded to that day. 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

Support will use all reasonable efforts to address open calls as follows:

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, Payroll and Human Resources

Brian Gilman
Support Product Manager – Purchasing
brian.gilman@tylertech.com (X4436)

Evan Smith
Support Product Manager – Budget and General Ledger
evan.smith@tylertech.com (X4621)

Holly LaRou
Support Product Manager – Equipment
holly.larou@tylertech.com (X4482)

Tracy Silva
Support Product Manager – Payroll
tracy.silva@tylertech.com (X4433)

Ed Haggerty
Support Product Manager – Human Resources
ed.haggerty@tylertech.com (X4464)

Sonja Johnson
Senior Support Product Manager
sonja.johnson@tylertech.com (X4157)

Utility Billing and Revenue

Peggy Wintle
Support Product Manager – Utility Billing
peggy.wintle@tylertech.com (X4567)

Parker LaChance
Support Product Manager – Revenue
parker.lachance@tylertech.com (X4257)

Steven Jones
Senior Support Product Manager
steven.jones@tylertech.com (X4255)

Technology

Installation
Dean Wilber
Installation Manager
dean.wilber@tylertech.com (X4730)

OS/DBA Team
Ben King
Senior Support Product Manager
ben.king@tylertech.com (X4867)

TylerForms, Reporting Services & TCM
Michele Brown
Support Product Manager
michele.brown@tylertech.com (X4381)

State Reporting

Patience Stetson
Product Supervisor – Payroll State Reporting
patience.stetson@tylertech.com (X4165)

Ryan Blair
Development Product Manager
ryan.blair@tylertech.com (X4579)

CJ McCarron
Vice President of Technical Support
cj.mccarron@tylertech.com (X4124)

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 directly from 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 D - Third Party End User License Agreement(s)

See following pages.

SCHEDULE 1 – ADOBE END USER LICENSE AGREEMENT

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ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

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

7. WARRANTY

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

exclusive remedy shall be limited to either, at Adobe's option, the replacement of the Software or the refund of the license fee paid to Adobe for the Software.

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

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

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

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

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

11.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

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

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

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

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

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

Tyler Technologies, Inc. ERP and Schools Division	City of Las Cruces
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

SCHEDULE 2 – EMPHASYS AGREEMENT

See following pages.

emphasys Software

EMPHASYS SOFTWARE LICENSE AND SERVICE AGREEMENT

This Emphasys Software License and Service Agreement ("Agreement") is entered into effective the ____ day of _____, 2015 ("Effective Date") by and between Emphasys Software a Michigan corporation, with its principal place of business located at: 2200 Powell Street, Suite 370, Emeryville, CA 94608 ("Emphasys"), and City of Las Cruces, NM, a New Mexico City, with its principal place of business located at: 700 N. Main Street, Las Cruces, NM 88001 ("Licensee").

RECITALS

A. Emphasys designs, develops and licenses a proprietary computer software solution known as the SymPro Treasury Management Software.

B. Licensee desires to obtain a personal, nontransferable, non-exclusive limited right and license to use such software and related documentation and services for Licensee's own internal business purposes only and Emphasys is willing to grant such a license on the terms and subject to the conditions of this Agreement.

THEREFORE, in consideration for the fees to be paid by Licensee hereunder and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following definitions:

A. "Annual Maintenance and Support Plan" or "Plan" shall mean the then-current support services Licensee elects to purchase from Emphasys. The Annual Maintenance and Support Plan as of the Effective Date is summarized in the attached Exhibit B. Emphasys may change the support services it offers with a 60 day written notice to Licensee regarding changes that will be effective with the next Annual Support and Maintenance renewal date.

B. "Authorized Users" shall mean Licensee and its employees and no other persons or entities; the number of which is stated in the attached Exhibit A and which may be changed by amendment to the attached Exhibit A or authorized purchase order issued by Licensee and accepted by Emphasys.

C. "Designated Equipment" shall mean a single Intel based computer or a network file server on which Licensee uses the Software pursuant to this Agreement and which is more fully described in the attached Exhibit A.

D. "Designated Site" shall mean the location at which the Designated Equipment and Licensed Products are located during the term of this Agreement as identified on Exhibit A to this Agreement or such other location as may be expressly approved in writing by Emphasys.

E. "Documentation" shall mean all user/operation manuals and other materials or information describing the Software, as hereinafter defined, its performance characteristics, technical features and other relevant information reasonably required for use of the Software, including all physical media upon which the materials or information are provided.

F. "Licensed Products" shall mean the Software and the Documentation.

G. "Software" shall mean that certain Emphasys proprietary computer software solution known as SymPro Treasury Management Software, in machine readable, object code form, as listed on Exhibit A, and any modules, bug fixes, modifications, enhancements and other SymPro or third party software provided to and licensed hereunder by Emphasys to the Licensee during the Term.

2. Software License.

A. License Grant. Subject to the terms of this Agreement, Emphasys hereby grants to Licensee, and Licensee accepts, a limited, personal, non-transferable and non-exclusive perpetual license to use the Licensed Products solely for Licensee's own internal business purposes and solely on the Designated Equipment located at the Designated Site by the number of Authorized Users stated in the attached Exhibit A or such Authorized Users added during the Term. Licensee shall be permitted to make one copy of the Software for backup and archival purposes only. Each copy must reproduce all copyright and other proprietary notices.

B. Warranty of Ownership. Emphasys warrants to Licensee (and no other person or entity) that it is the author and owner or proper Licensee of the Licensed Products and has the right to enter into this Agreement.

C. Emphasys Retains Title. Licensee acknowledges that Emphasys and its licensors retain title to the Licensed Products, all copyrights, trade secrets and other intellectual property rights licensed to Licensee even if Licensee's suggestions are incorporated into subsequent versions of the Software. The Licensed Products constitute a trade secret and are confidential to Emphasys.

D. No Ownership Rights. Other than the limited right of use of the Licensed Products described in this Agreement, Licensee neither shall have nor shall it acquire any right, title or interest in or to any of the Licensed Products or in any intellectual or proprietary rights represented thereby.

E. License Restrictions. Licensee agrees that it will not modify, decompile, disassemble, translate or reverse engineer the Software, in whole or in part. Except as expressly stated, this Agreement does not include any rights to use, disclose, sublicense, or otherwise transfer the Software, Documentation, or other proprietary information of Emphasys. Licensed Products shall not be used to process data except for Licensee's internal purposes.

F. Licensee shall immediately notify Emphasys in writing of any actual or suspected breach of this Agreement, including, without limitation, its terms limiting use.

G. Audit. Upon 10 days prior written request, Emphasys may audit and examine such

records at Licensee's offices during normal business hours, solely for the purpose of confirming the accuracy of all amounts due and paid hereunder. In the event that an audit reveals an overpayment by Licensee, Emphasys will credit Licensee's account for such overpaid amount. In the event that such audit reveals an underpayment by Licensee, Licensee agrees to pay Emphasys the amount of such underpayment within 10 days from Emphasys' written notice. Should any underpayment be in excess of 10% of that which was owed to Emphasys, Licensee shall reimburse Emphasys for the cost of the audit in addition to all amounts then due.

3. Delivery of Licensed Products. Software may be delivered to Licensee by CD or by remote telecommunications from Emphasys' place of business unless the parties agree in writing to an alternative method of delivery. Emphasys is not responsible for installing the Software unless Emphasys is specifically contracted to perform installation and training services.

4. Fees and Payment.

A. License Fee. Licensee shall pay the then current fees for the Licensed Products ("License Fees"). Licensee will remit payment for the Licensed Products within 30 days of Emphasys' invoice.

B. Annual Maintenance and Support Plan. If Licensee elects to purchase services under the Annual Maintenance and Support Plan, Licensee shall pay the then current annual service fees within 30 days of Emphasys' invoice. Emphasys may adjust the services fees for Licensed Products added in any annual period in the subsequent year.

C. Payments. All payments (i) shall be made by bank check or Licensee's check or wire transfer of immediately available funds and (ii) shall be due and payable to Emphasys (or Emphasys' assignee) in U.S. Dollars, at Emphasys' address as stated above, or such other places as Emphasys may from time to time designate in writing. All payments shall be made without offset or deduction of any nature whatsoever and are nonrefundable except as expressly stated. Licensee shall pay all applicable federal, state and local sales, use, excise, transportation, occupational or similar taxes or assessments, customs or duties.

5. Warranty.

A. Emphasys warrants that: (i) Software will perform in accordance with Emphasys' standard specifications stated in its Documentation for a period of 180 days from the date of first installation of the Software (exclusive of bug fixes, modifications or enhancements provided during the warranty period or under the Annual Maintenance and Support Plan); and, (ii) Services provided under the Plan will be performed in a professional and workmanlike manner and bug fixes, modifications, enhancements provided under the Plan will perform in accordance with Emphasys' standard specifications. **EXCEPT FOR THE WARRANTIES STATED ABOVE, EMPHASYS AND ITS LICENSORS MAKE NO OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED. EMPHASYS AND ITS LICENSORS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,**

TITLE AND NON-INFRINGEMENT. ***For warranty support, Licensee should contact: Technical Support at telephone number 510 655 0900.***

B. Licensed Products are of a complex nature resulting in operations that may be interrupted or errors that may be encountered. Emphasys sole obligation and Licensee's sole remedy under this warranty is for Emphasys, at its option, to provide such services, bug fixes or other modifications it deems appropriate, provide a functional equivalent or reperform services, if: (i) Emphasys receives proper notice of any claimed Software defect during the warranty period or a claim of defective services or Software under the Plan within 10 business days of the related occurrence. Proper notice includes copies of the data, reports and written procedures documenting the claim. And, (ii) the Licensee is otherwise in compliance with this Agreement and using the current version of the Software in accordance with Emphasys' standard specifications; and, (iii) Emphasys is able to reproduce any claimed defect. Should Emphasys determine in its sole judgment after reasonable effort that a covered defect cannot be remedied, Emphasys may elect to terminate this Agreement as to the effected Software and refund the paid, unused License Fees as to the effected Software only upon return of the Software and certification the Software is no longer in use by Licensee.

C. Further Limitations. The limited warranties provided in this Section 5, as limited by other provisions of this Agreement, are non-transferable by Licensee except as set forth below and shall immediately become void in the event of any unauthorized use, modification or repair of the Licensed Products or any part thereof or upon breach by Licensee of any provision of this Agreement. Except as otherwise may be provided in any technical support and maintenance agreement between the parties, Licensee shall pay, at Emphasys' then current rates, for services performed by Emphasys to correct problems or defects not covered by warranty, including, without limitation, those traceable to Licensee's errors.

D. Licensee shall pay, at Emphasys' then current rates, for services performed by Emphasys to address any problems or defects not covered by warranty or the Plan, including, without limitation, those traceable to Licensee's errors. All such services will be provided to a specific proposal outlining the scope of work, time and material rates and delivery schedules.

6. Indemnification.

A. Emphasys hereby agrees to indemnify Licensee against any damages, including attorney fees and costs, finally awarded against Licensee in connection with a claim that the Licensed Products directly infringe a United States copyright or patent or other intellectual property rights, provided that: (i) Licensee notifies Emphasys in writing within 30 days of the claim; (ii) Emphasys will provide and has sole control of the defense and all related settlement negotiations; and (iii) Licensee provides Emphasys with the required assistance, information and authority. Emphasys shall have no liability for any claim of infringement arising from: (a) any unauthorized use, alteration or modification of the Software including use of the Software in conjunction with products not provided by Emphasys; or, (b) use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Products.

B. If the Licensed Products are held or are believed by Emphasys to infringe, Emphasys shall have the option, at its expense, to: (i) modify the Licensed Products to be non-infringing; or, (ii) obtain for Licensee a license to continue using the Licensed Products. If it is not commercially reasonable to perform either of the above options, then Emphasys may terminate the license for the infringing Licensed Products and refund any unused License Fees or Annual Maintenance and Support Plan fees paid for the affected Licensed Products. Licensee shall discontinue use of the Software.

C. The provisions of this Section 6 state each party's entire obligation and liability with respect to the infringement of any property right based on the use of the Licensed Products.

7. LIMITATION OF LIABILITY. To the extent a claim arises under warranty, the remedy stated in Section 5 applies. To the extent a claim arises under indemnification, the remedy stated in Section 6 applies. AS TO ALL OTHER CLAIMS, LICENSEE ACKNOWLEDGES THAT POTENTIAL DAMAGES IN ANY PROCEEDING WOULD BE DIFFICULT TO MEASURE WITH CERTAINTY AND THE PARTIES EXPRESSLY AGREE THAT AS A FAIR ASSESSMENT OF POTENTIAL DAMAGES, EMPHASYS AND ITS LICENSOR'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF FORM OF ACTION, PROCEEDING OR THEORY OF RECOVERY, SHALL NOT EXCEED THE LICENSE FEES OR FEES ACTUALLY PAID TO EMPHASYS WHICH ARE DIRECTLY RELATED TO THE CLAIM. REGARDLESS OF THE FORM OF ACTION, PROCEEDING, OR THEORY OF RECOVERY, NEITHER EMPHASYS NOR ITS LICENSORS SHALL IN ANY MANNER BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ASSESSED AGAINST OR PAID BY LICENSEE TO ANY THIRD PARTY, ARISING OUT OF THE USE, INABILITY TO USE, QUALITY OR PERFORMANCE OF THE LICENSED PRODUCTS PROVIDED, EVEN IF EMPHASYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term and Termination.

A. Term. This Agreement is for a perpetual license and a service agreement. The service agreement shall continue until terminated by either party ("Term") under the following conditions.

B. Termination.

(i) Emphasys' Right of Termination. Emphasys may terminate this Service Agreement after 30 days prior written notice for Licensee's failure to pay any amounts due (including any additional License Fees or service fees resulting from legal changes expanding Licensee's rights of use).

(ii) Licensee's Right of Termination. Licensee may terminate this Service Agreement without cause upon 60 days prior written notice prior to the anniversary date of this Service Agreement.

(iii) Either Party's Right to Termination. Either party may terminate this Service Agreement, (a)

upon 30 days' prior written notice for the other party's failure to cure any other material breach of this Service Agreement; (b) immediately upon: (I) termination or suspension of Licensee's business,
(II) insolvency or filing of a voluntary or involuntary petition in bankruptcy, which petition is not dismissed within 30 calendar days of filing, (III) appointment of a receiver, assignee or other liquidating officer for all or substantially all of the Licensee's assets or (IV) an assignment for the benefit of creditors.

C. Termination of Maintenance and Support Plan. Either party may terminate the Plan upon 60 days written notice before the anniversary date of this Agreement.

D. Effect of Termination. Termination of this Agreement shall not relieve Licensee of its obligation to pay for any fees nor result in the refund of any fees paid.

9. General.

A. Injunctive Relief. Licensee's breach of any obligation under this Agreement regarding the use, duplication, modification, transfer or confidentiality of the Licensed Products shall entitle Emphasys to injunctive, specific performance or other equitable relief, all without need of bond or undertaking of any nature, Licensee specifically acknowledging that Emphasys' remedies at law under such circumstances would be inadequate.

B. Assignment. This Agreement shall not be assignable by either party and neither party may delegate its duties hereunder without the prior written consent of the other party. Any attempt by a party to assign any of its rights or delegate any of its duties hereunder without the prior written consent the other party shall be null and void and shall result in immediate termination of this Agreement under its terms and conditions. Notwithstanding the foregoing, either party may assign its rights or delegate its duties under this Agreement without written consent of the other party in the event that this Agreement is assigned to a successor, parent, or subsidiary of such party, or in the event of an acquisition, merger, or sale of the majority of the relevant assets or shares of either party.

C. Governing Law and Venue. This Agreement is governed by the laws of New Mexico. Venue lies in the state and federal courts located in Dona Ana County, New Mexico.

D. Severability. If a provision is declared invalid, the remainder of the Agreement will continue in full force and effect. The offending provision shall be interpreted to whatever extent possible to give effect to its stated intent.

E. Waiver. Failure to require performance of any provision or waiver of a breach of a provision does not waive a party's right to subsequently required full and proper performance of that provision.

F. Entire Agreement. This Agreement represents the entire agreement on this subject matter excluding all prior agreements, representations, statements, negotiations, and understandings and provisions in any Orders issued hereunder unless the parties consent in writing. This Agreement may be modified only by a written agreement signed by a party's authorized representative.

G. Conflict. Should any Exhibit conflict with this Agreement, the Exhibit shall control.

H. Notices. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party stated below (or at such different address as may be designated by such party by written notice to the other party) and shall be deemed complete upon receipt.

I. Independent. Each party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose.

J. Compliance with all Applicable Laws. Export. At all times, Licensee will adhere to all applicable state, federal and local laws and regulations in the conduct of its business, installation and use of the Software and maintain the proper insurances as are customary in the business. Licensee shall comply with all applicable export and import control laws and regulations in its use of the Software and, in particular, Licensee shall not export or re-export the Software without all required United States and foreign government licenses.

K. Force Majeure. Except for the payment of any amounts due, performance will be suspended for force majeure upon written notice and may be terminated if such event continues for more than 30 days.

L. Survival. Sections 2(C), (D) and (G), 4 through 7, inclusive, 8(D), and 9 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Emphasys Software,
a Michigan corporation

By:_____

Name: Michael Byrne
Title: President and CEO

Address:
2200 Powell Street, Suite 1170
Emeryville, California 94608
Tel. No. 510 655 0900
Fax: 510-655-4064

City of Las Cruces, NM
("Licensee")

By:_____
(Authorized Representative)

Print Name: _____
Title:_____

Address:

Tel. No.
Fax:

Exhibit A
to
EMPHASYS SOFTWARE LICENSE AND SERVICE AGREEMENT
By and Between
Emphasys Software. and City of Las Cruces, NM, Licensee
Effective Date _____

1. **Designated Equipment:**
Workstations: Current generation workstation; 32 or 64 bit operating system; Windows operating systems (XP, Vista, 7); minimum 2 GB RAM; 2 GB of storage. Networking: Microsoft Windows Server (2005, 2008). Hard drive storage: Minimum 4 GB for software and portfolio data, depending on size and type of portfolio(s); 4 GB of RAM; Licensee's Installation: Installation is on a network server. For equipment or operating systems not named in this section, contact SymPro for compatibility information.

2. **Designated Site:**
200 North Church Street
Las Cruces, NM 88001

3. **Software and Documentation:**
SymPro Debt Manager
General Ledger Interface Module

Any other Software licensed during the Term a described in this Exhibit, any amendment hereto or any purchase order issued by Licensee and accepted by SymPro.

4. **Authorized Users:** Network installation with concurrent access and support for 1-3 Authorized Users.

5. **License and Service Fees:**
a. License and Service Fees:

Total Software License Fee	See Tyler Investment Summary
1st yr support and maintenance	See Tyler Investment Summary
Implementation Services	See Tyler Investment Summary
Discovery and Training (3 days onsite)	
Project Management	
Debt data conversion (25 issues)*	
Setup and configuration	
Travel expenses (estimated at $2500)	
TOTAL	**See Tyler Investment Summary**

**Comprehensive conversion of existing debt data (up to 25 Issues) from legacy platform(s) to SymPro Debt Manager. Service Includes:*

- *Adding all current outstanding debt including cash flows by CUSIP; option to include one generation of historical refunded debt for genealogy purposes (no cash flows associated)*
- *Review of reporting requirements for structuring portfolio setup*
- *Analysis of Debt Manager data to match original Total Principal and Total Interest; option to include analysis with Comprehensive Annual Financial Report from prior fiscal year to ensure continuity and accuracy*
- *Storage of all available bond documents in PDF, Word, Excel formats*

6. **Payment Schedule:**

License fees will be invoiced upon execution of this agreement.
Annual Maintenance and Support for year one will be invoiced upon the earlier of product delivery date or 30 days from the execution of this agreement.
Professional service fees and training will be invoiced 50% upon execution of this agreement, 50% upon delivery of services.

Exhibit B
to
EMPHASYS SOFTWARE LICENSE AND SERVICE AGREEMENT
By and Between
Emphasys Software and City of Las Cruces, NM Licensee
Effective Date _____

Annual Support and Maintenance Plan
The following SymPro Support and Maintenance Plan applies as of the Effective Date. Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Loading and configuring of SymPro Software
Operational Questions, including standard SymPro reports
Data entry support for all debt and investment types supported within SymPro, including:
Debt
- Serial Bonds
- Term Bonds
- Discount Bonds
- Variable Rate Coupon
- Commercial Paper
- Commercial Paper Discount
- Medium Term Notes

Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM - Pacific Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com), 24 hours a day. Answers to "Frequently Asked Questions" are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee's data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee's issue and Emphasys agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee's issue.
Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.

Exhibit E – Modifications

See following page.

NUM	Functions and Features	Fixed Cost in dollars ($) to Modify to Meet Function
4.187	Up to 20 Miscellaneous charges per Pay Application Fees transaction and multiple fee groups	$0 (list price of $2,200 before discount)
4.174	Prorate usage fees for fixed sewer and winter quarter average sewer	$4,400
18.114	When setting up a new utility account, the system should warn the operator if a customer with the same drivers license or social security number has an account with a balance due.	$4,400
20.24	Cross reference vendor's UPC Item number to internal Item number	$5,500
21.23	Generate a listing of required re-reads based on the number of consecutive estimates?	$5,500
22.36	Inactivate old rates - don't show on pull down lists	$4,400
9.23	• last payment date printed on bills?	$3,300
9.24	• last payment amount printed on bills?	incl in Num 9.23
16.52	• Spouse's Social Security Number?	Existing Functionality
18.090	Customer Self Service - ability to request, stop or changes services, validate, reformat, and update customer data upon Customer Service review, plus allow attachments	Existing Functionality - Service Request in CSS
20.48	Ability to enter multiple item transfers in a list from one warehouse location to another location as a group rather than item-by-item and use bar code to scan the items transferred.	$8,800
24.10	Default "dummy" container for new or re-established accounts until actual container is delivered to location.	$3,300
4.172	Ability to update fixed sewer customers to the City-wide Winter Quarter Average each year.	$4,400
C.5	Add Revert to Landlord functionality like Revert to Owner so we can truly distinguish between Property Owners and Landlords	$5,500
27.2.25	add Personnel Actions History view to ESS.	$5,500
		Total = $55,000

Exhibit F - OSDBA Agreement

Client's in-force OS/DBA Agreement incorporated by reference.

Exhibit G - Disaster Recovery Agreement

Client's in-force Disaster Recovery Agreement incorporated by reference.

tyler technologies

Exhibit H - Statement of Work

See following pages.

tyler
erp solutions

Statement of Work

September 30, 2015
Version 1.0

Prepared for
City of Las Cruces, New Mexico

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

Section A: Executive Summary

A.1.1 Project Background

In early 2014, the City contracted with an external consultant to perform an assessment regarding the City's use of its ERP system, Munis. This report lead to the formation of ERP re-implementation committees to perform an RFI and re-evaluation of Munis and whether it could be effective in meeting the City's requirements for an ERP.

Tyler responded to the RFI and provided three days of demonstrations, at the end of which it was determined by staff survey that the demonstrated version of Munis would meet the majority of the City's requirements.

The Enterprise Review Committee (ERC) and the Executive Steering Committee have both approved moving forward with re-implementing Munis to the latest version provided by Tyler which will be 11.2 at the completion of the project.

Both Tyler and the City recognize that the current system is neither configured nor set-up in such a way to meet the City's goals and objectives. As a result, both parties are aware that this will require some rethinking of business processes and the challenges associated with reimplementation/reconfigure.

City Strategic and Project Objectives
This is a critical moment for City of Las Cruces that will provide opportunities to more effectively realize the City's mission and strategic objectives. The City will improve processes for administration, management, staff, citizens and customers, providing more effective delivery of services and streamlining business processes. The specific objectives and related measures are:

- Enhance service offerings that are available (Self Service modules, data availability or access, workflow)
- Implement one integrated system of record
- Improve the quality of the City's data (addressing, Customer accounts, Utilities services)
- Streamline the City's operational and business processes
- Adoption of best practices
- Standardize and improve operations and procedures
- Increase automation and workflow within the organization
- Culture change – break out of operational silos
- Ability to have system flexibility to use alternative business process as opportunities arise (continuous improvement)
- Promote Inter-departmental collaboration based on shared data
- Data standards and stewardship
- Ownership and accountability
- Improve City of Las Cruces' technology infrastructure
- Improve administration, management, staff, citizens and customer satisfaction with seamless service delivery

- Eliminate many shadow databases, spreadsheets, and ad hoc systems currently required as a surrogate to the City of Las Cruces' current version of Munis
- Corresponding reductions in processing time, data entry labor, and paper costs
- More effectively integrate City of Las Cruces' ERP system with vocational systems (as automated as possible)
    - Telestaff
    - Sympro
    - eTrack
    - BMI
    - Wasteworks
    - Itron
    - Neogov
- Enterprise Reporting, both ad-hoc and executive-level
- Security/Access Management
- Eliminate duplication of work where possible
- Changing process to allow for full utilization of the programs purchased

A.1.2 Scope of the Project

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

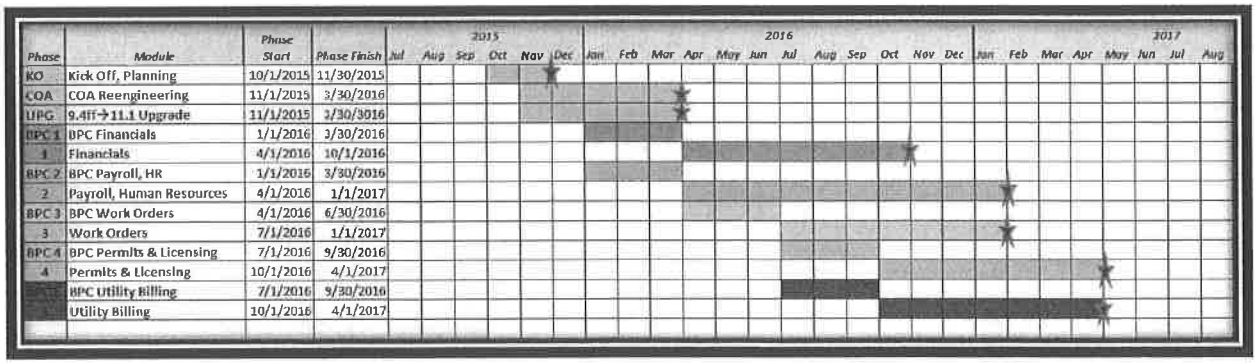
Phase 1, Financials – Targeted January 1, 2016 – October 1, 2016

Phase 2, Payroll / HR – Targeted January 1, 2016 – January 1, 2017

Phase 3, Work Orders – Targeted April 1, 2016 – January 1, 2017

Phase 4, Permits & Licensing – Targeted July 1, 2016 – April 1, 2017

Phase 5, Utility Billing – Targeted July 1, 2016 – April 1, 2017



The table below indicates each module and the phase in which it is included and will be delivered to the City in a manner and timeframe that will facilitate the planned "go-live" date listed above. The requirements delivered to meet the City's functions will be governed by the functional requirements set forth in Tyler's Proposal (Exhibit J).

Functional Area	Module	Phase
System Wide	• Tyler Content Manager Standard Edition • Role Based Security • Role Tailored Dashboard • Tyler Reporting Services • Tyler Pulse • Tyler Notify	1
General Ledger / Chart of Accounts	• Accounting General Ledger (Core Financials) • Cash Management	1
Budgeting	• Budgeting	1
Purchasing	• Purchase Orders • Requisitioning • Contract Management • Bid Management • eProcurement	1
Accounts Payable	• Accounts Payable	1
Project / Grant Accounting	• Project / Grant Accounting	1
Accounts Receivable / Billing	• Accounts Receivable • General Billing	1
Fixed Assets	• Fixed Assets • BMI Collect IT • CAFR Statement Builder	1

Functional Area	Module	Phase
Human Resources	• Human Resource Management	2
Payroll	• Payroll w/ Employee Self Service	2

Functional Area	Module	Phase
Utility Billing	• Utility Billing CIS • MapLink GIS Integration • Central Property File • Citizen Self Service	5
Tyler Cashiering	• Tyler Cashiering	3-5
Work Orders	• Work Orders	3
Fleet & Facilities	• Fleet & Facilities Management	3
Inventory	• Inventory	1
Permits & Code Enforcement	• Permits & Code Enforcement	4

Section B: Project Governance

B.1.1 City Project Structure

Role	Resources Needed (Type or Name)
Executive Sponsor	Mark Winson, CAO
Executive steering committee	Mark Winson, Daniel Avila, Victoria Fredrick, Jorge Garcia, Scott Marr
ERC Core team	Andre Moquin, Amber Vaughn, Candace Brown, Sue Cerny, Viola Perea, Gerald Smith, Johnna Macaw, Jamey Rickman, Debbie Childress
ERC Implementation team	Tim Pitts, Joe Anzivino, Marie Perez, Anita Boss, Maria Villa, Melissa Nelson, Virginia Barela, Robert Edwards, Paul Edwards, Barbara DeLeon, Sally Bales, Lissa Herrera

B.1.2 City Project Roles and Responsibilities

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

The City defines its resources as follows:

B.1.3 City Manager:

The City Manager's role is to set the strategic goals for the project, to emphatically communicate the criticality of the project for the City's success, to champion the initiative by being visible and supportive, and monitor the project's progress. The City Manager meets with the Executive Sponsor and the Executive Committee as necessary.

The City Manager is the authority delegating responsibility for the success of the project. The City Manager delegates to the Executive Sponsor the responsibility for the project budget, authorizing any change orders, and for the staffing of the Executive Steering Committee. City of Las Cruces' ERP project will be sponsored by the City Manager.

B.1.4 Project Sponsor:

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

Resource	Title	Expected Commitment
Mark Winson	Assistant City Manager and Chief Administrative Officer	As Needed Executive Support

B.1.5 Executive Steering Committee:

The role of the Executive Steering Committee is to lead and direct the project initiative, approve submitted recommendations from the Enterprise Review Committee - Core, oversee the project from a budgetary and resource perspective, and arbitrate any disputes between the Enterprise Review Committee - Core, the vendor and City Staff assigned to the project. The Executive Steering Committee will receive progress reports from the ERC and meet bi-weekly or as often as needed. The Executive Steering Committee for the ERP project is composed of the following members:

- Mark Winson, Assistant City Manager and Chief Administrative Officer (Executive Sponsor / Chair)
- Daniel Avila, Assistant City Manager and Chief Operations Officer
- Dr. Jorge Garcia, Director of Utilities
- Victoria Fredrick, Finance Director
- Scott Marr, Information Technology Director

B.1.6 Enterprise Review Committee:

The role of the Enterprise Review Committee is to oversee the project management and implementation of the ERP system to ensure the interest of the city, ensure system integrity and consider cross functional requirements. Its task is to counsel Executive Steering Committee on operational issues, problems, decisions, solutions, conflict resolution, and overall project strategy. The Enterprise Review Committee makes decisions on key strategic and tactical

issues such as those included in this charter (project scope, objectives, and core principles). It is focused on implementation team oversight, timetable, and assessment of risks and risk mitigation. The Enterprise Review Committee is responsible for providing Subject Matter Expertise (SME) and to make operational decisions on project details such as final requirements and system testing. The Enterprise Review Committee meets weekly, or as often as needed, until implementation is complete and the system is fully accepted.

City of Las Cruces' ERP project will be governed by the Enterprise Review Committee. It is composed of the following members:

- Andre Moquin, Director of Human Resources (Chair)
- Amber Vaughn, Senior Management Analyst (Project Coordinator)
- Business Systems Analyst
    - Candace Brown (Administrative Services)
    - Gerald Smith (Operations)
    - Sue Cerny (Utilities)
- Johnna Macaw, Enterprise Services Manager (IT Technical Lead)
- Viola Perea, Internal Auditor
- Debbie Childress, Organizational Development Coordinator (Training Coordinator)
- Jamey Rickman, (Change Coordinator)

The Project Coordinator, along with the Enterprise Review Committee - Core, will provide project management for the following:

- Manage the overall Program plan
    - Review and approve project plans
    - Coordinate resource requirements
    - Track open issues and manage risks; escalate as necessary
- Manage project communications
    - Publish project status to all committees and City constituents
- Direct project quality management requirements (methodology)
- Manage the project technical infrastructure
- Coordinate data management and business process issues across the project teams

All system enhancements or modifications must be reviewed and approved by the Enterprise Review Committee - Core and endorsed by the Executive Sponsor. All system enhancements or modifications must be evaluated considering all short and long term risks and benefits to the City. System enhancements or modifications are changes made to the base code of the vendor solution, changing the design and functionality of the product. Addition of a new field or fields and coding of business rules associated with that field constitutes an enhancement or modification. Configurations, such as creation of new data elements for existing fields or customization of user interface using supported options, will not be considered an enhancement or modification. Replacement of functionality present in the primary vendor suite with a supplemental application must be reviewed and approved by the Enterprise Review Committee - Core and endorsed by the Executive Sponsor.

B.1.7 Implementation Teams:

An implementation team will be formed for each functional module when that module begins the implementation process. The implementation team may include both technical and non-technical staff.

- Functional Team Leads
- Subject Matter Expert Members
- Integration Lead
- Conversion Lead
- Change Management Lead
- Training Lead
- IT System Lead

Each software application module will have a Functional Lead. Functional Leads will meet weekly, or as often as needed, as a group with the Enterprise Review Committee - Core. Team members will be initially selected by the Enterprise Review Committee - Core for the functional unit(s) involved with approval from the department heads. Membership may change over the course of the implementation. Membership should include Subject Matter Expert (SMEs) users for operations and staff that work with other City staff and vendors for self-service modules. The implementation team should include cross functional sub-groups focused on communication, business process analysis, workflow, integration and reporting. Tasks include developing functional business process models and integration points, coordination of data management & integration, implementation of application modules, and identifying staff training requirements. Functional Team Leads and possibly other team members will be asked to join the Enterprise Review Committee for regular status updates and issue resolution.

B.1.8 Consulting/Services:

Consultants will be used in multiple areas, including but not limited to:

- Business process analysis/re-engineering
- Project facilitation, or supplemental project management
- Technical or functional staff augmentation, either due to excessive workload or gaps in internal staff skill sets
- Training
- Support

B.1.9 Project Manager:

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

The project manager will be responsible for:

- Working with the Tyler Project Manager
- Reviewing and approve all project deliverables

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

Resource	Title	Expected Commitment
Andre Moquin	Project Manager	TBD

B.1.10 Project Team / Functional Leads:

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

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

The City Project Team/Functional Leads will be responsible for:

- Making business process changes under time sensitive conditions.
- Assisting in identifying business process changes that may require escalation.
- Attending and contributing business process expertise for As-Is, To-Be and the Static Environment Testing sessions.
- Identifying and including necessary subject matter experts to participate in As-Is, To-Be and the Static Environment Testing sessions.
- Providing business process change support during Core User and End User training.
- Completing security templates for all Core and End users.
- Completing Performance Tracking review with City Project Team on End User competency on trained topics.
- Providing Core and End users with dedicated time to complete required homework tasks.
- Acting as supervisor/cheerleader for the new process.
- Identifying and communicating to City Project Team any additional training needs or scheduling conflicts
- Actively participate in all aspects of the implementation, including, but not limited to, the following key activities:
    - Complete homework assignments
    - Kick-Off Planning and Coordination
    - Project Management Plan Development

- Schedule Development
- Maintains and Monitors Risk Register
- Escalates Issues as needed
- Communicates with Tyler Project Team
- City Resource Coordination
- As-Is/To-Be
- Best Practices Decision-making
- Static Environment Testing (SET)
- Change Management Activities
- Analysis, Table Building, Security and Workflow Maintenance
- Process Training
- Customization Specification, Demonstrations, Testing and Approval
- Conversion Analysis and Verification
- End User Training
- Parallel Testing and/or Trial Run Testing
- Forms Design, Testing, and Approval
- User Acceptance and Stress Testing

Resource	Function	Expected Commitment
Andre Moquin	ERC Chair/Project Manager	
Amber Vaughn	Project Coordinator	
Gerald Smith	Business Systems Analyst-Operations/ Public Safety Operations	
Candace Brown	Business Systems Analyst-Administrative Services/ Public Safety Administration	
Johnna Macaw	Technical Coordinator	
Susan Cerny	Business Systems Analyst-Utilities	
Viola Perea	Internal Audit	
Jamey Rickman Debbie Childress	Change Management Coordinator Training Coordinator	

B.1.11 Subject Matter Experts:

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

SMEs will be the City's primary interface to its End Users. The City's End Users will ultimately be the users of the system in all areas through the City. End User's proactive adoption of the system is vital to the City realizing success in this project. End Users will be consulted

throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

The City Subject Matter Experts will be responsible for:

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

Resource	Function	Expected Commitment
Anita Boss	Disbursements/Payroll	TBD
Barbara DeLeon	Operations	TBD
Joseph Anzivino	Internal Audit	TBD
Maria Villa	Finance/Accounting	TBD
Melissa Nelson	Finance/Accounting	TBD
Paul Edwards	Utilities	TBD
Robert Edwards	Utilities/Gas	TBD
Timothy Pitts	Community Development/GIS	TBD
Jo Richards	Human Resources	TBD
Alicia Hernandez	Human Resources	TBD
Loyola Duran	Human Resources	TBD
Erika Jaquez	Finance/Budget	TBD
Azucena Saucedo	Finance/Payroll	TBD
Michelle Belone	Finance/Grants	TBD
Deb Smith	Finance/Purchasing	TBD
Donnie Prosise	Finance/Purchasing	TBD
Karin DeVogel	Finance/Treasury	TBD
Tom Stripling	Finance/Treasury (Bank Reconciliations)	TBD
Sergio Esparza	Finance/General Billing	TBD
Luisa Benevidez	Cashiering	TBD
Lupe Honeycutt	Cashiering	TBD
Laurie Padilla	Police Department	TBD

James Chavez	Police Department/Codes	TBD
Mary Helen Sarabia	Fire	TBD
Trudy Glover	Human Resources	TBD
Jessica Garrick	HR/ Workers Comp	TBD
Max Bageleman	Permissions	TBD
Courtney Granite	TRS Reports and Data	TBD
Matt Hartman	System Interface	TBD
Carl Conley	Risk	TBD
Vanessa Palacios	Risk	TBD
Steve Lithgow	IT/Infrastructure Hardware	TBD
Josh Pacheco	IT/Infrastructure Hardware	TBD
Scott Marr	IT/Infrastructure Hardware	TBD
Jeff Manier	IT/ Active Directory	TBD
James Patterson	IT/ Active Directory	TBD
Leeann DeMouche	Transportation/Fleet/WO	TBD
Gabriel Sapien	Transportation/WO	TBD
Liz Vega	Community and Cultural Services	TBD
Charlene Gomez	Public Works/Facilities	TBD
Rebecca Slaughter	Community and Cultural Services/Museums	TBD
Maria Garcia	Community Development	TBD
Veronica Ulloa-Foster	Utilties-Customer Service	TBD
Jeff Dillard	Utilties-Customer Service	TBD
Michelle Lopez	Utilities- Billing	TBD
Maria Silva	Utilities- Billing	TBD
Steven Valdez	Utilities- Collections	TBD
Michelle Figueroa	Utilities- New Connections	TBD
Jerry Hernandez	Utilities- Dispatch	TBD
Gary Byrum	Utilities- Warehouse	TBD
Chris Kiolbasa	Utilities Accounting	TBD
Diana Montoya	Utilities- Rates	TBD
Eli Duran	Utilities- Meter Reading	TBD
Rudy Silva	Utilities- Meter Reading	TBD
Angel Benavente	Utilities- Field Services	TBD

B.1.12Technical Team:

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

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

The City Technical Team will be responsible for:

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

Resource	Title	Expected Commitment
Johnna Macaw	Enterprise Services Manager	TBD
Scott Marr	IT Director	TBD
J Maxx Balgemann	ERP Specialist	TBD

B.1.13 City Change Management Team

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

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

- Resolving change management issues
- Assisting with post implementation support planning
-

Resource	Title	Expected Commitment
Andre Moquin	Project Manager	Included as Project Manager Role
Jamey Rickman	Change Management Facilitator	TBD
Amber Vaughn	Project Coordinator	TBD

B.1.14Upgrade Coordinator

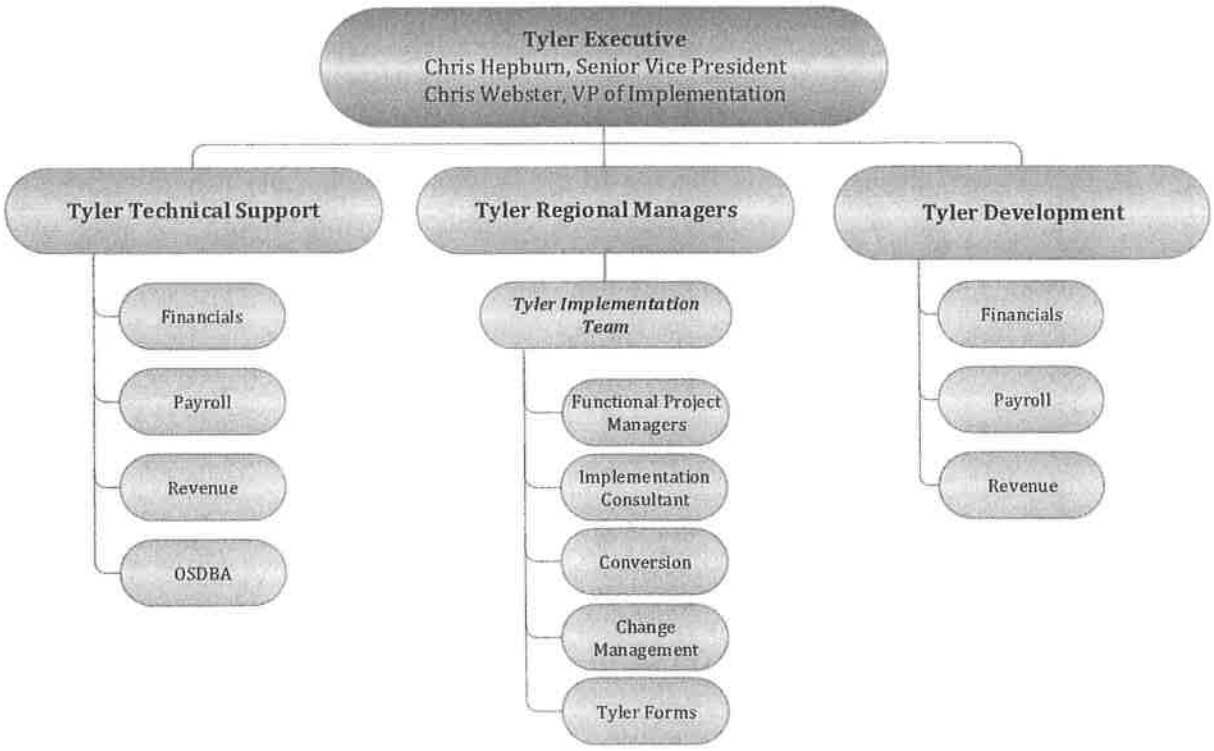
The Client Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Tyler's application during the project (if required). Additionally, this role is responsible for managing the upgrade process post go-live.

- Become familiar with the upgrade process and required steps
- Become familiar with Tyler's Release Life-cycle policy
- 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
Johanna Macaw	Enterprise Services Manager

B.1.15Tyler Project Structure

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



B.1.16Tyler Roles and Responsibilities

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

B.1.17Tyler Executive Oversight

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

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

B.1.18 Tyler Regional Manager

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

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

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
Michele Tepper	Regional Manager	As needed	As needed	No

B.1.19 Tyler Project Managers

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

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
Kevin Daly, PMP	Project Manager	75% / 30 hours per week	*Estimated* 4-5 days per month, 2 on-site trips/month	Yes

B.1.20 Tyler Implementation Consultants

The Tyler Implementation Consultants will be responsible for:

- Providing in-depth product expertise and knowledge of best practices use of Tyler products
- Conducting business process review and solution design analysis
- Review module-specific configuration plans and desired processing options
- Assist in configuration of module design plans and options
- Provide conversion analysis and crosswalk assistance
- Participate in to-be Static Environment Testing
- Conducting training (process, conversion validation, parallel processing)
- Testing functionality with City (base, customizations, interfaces)
- Performing problem solving and troubleshooting
- Following up on issues
- Complete daily site reports detailing activities for each implementation day
- Keeping the project manager(s) apprised of any and all issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or that could adversely impact the success of the project

Resource	Title	Expected Commitment	On-Site Commitment	Key Personnel
TBD	Implementation Consultant - Financials	Varies - per contracted days	TBD	Yes
TBD	Implementation Consultant - Financials	Varies - per contracted days	TBD	No
TBD	Implementation Consultant(s) - Payroll/HR	Varies - per contracted days	TBD	Yes
TBD	Implementation Consultant(s) - Revenue	Varies - per contracted days	TBD	No

B.1.21 Project SharePoint

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

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

This site will be jointly maintained by the Tyler and City Project Teams for the duration of the implementation. Each City SharePoint site will utilize standards and defaults set by Microsoft SharePoint software. The site will be easy to navigate and provide text "breadcrumbs" for

backtracking and/or return to the home page. Tools of the site will include, but are not limited to: Documents & Links; Announcements; Calendar; Project Task List; Issues & Action Items; Project Plan; Modifications& Enhancements; Versioning; Alerts.

B.1.21.1 SharePoint Backups

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

B.1.22 Project Plan

Tyler will create and maintain a baseline Project Work Plan throughout the project life cycle that represents the project's scope of work and responsibilities as defined in this SOW and those dependent work efforts that affect the project's schedule or budget. The initial project plan is established with the City's approval of this SOW as the approved budget, schedule, and scope of the project. The Tyler Project Manager will present a working project plan to the Project Team within 30 days of the kickoff. The project team will ask for modifications or will accept the Tyler project plan. Once the project plan is approved by the project team, the project baseline will be set by the Tyler Project Manager.

The baseline Project Work Plan will contain:

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

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

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

B.1.23 Project Status Reports

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

- Project Status
- Summary of accomplishments
- Status of key milestones deliverables
- Project timeline
- Issues/Risks

- Planned risk mitigation strategy
- Progress towards City project goals / criteria of project success
- Summary of change requests.

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

B.1.24Issue Tracking

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

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

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

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

B.1.25Issue Resolution

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

Within two (2) business days following the scheduled status meeting, the City Project Manager and Tyler Project Managers will prioritize all new issues, provide an estimated due date for

decision, assign the issue to an appropriate team member(s) and enter the detail in the Issues & Actions list on SharePoint.

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

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

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

- Have a significant impact on the Project or the organization
- Have a significant impact on Project scope
- May result in additional cost to Tyler or the City
- May cause the Project or the delivery of a Deliverable to become delayed

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

B.1.26 Goal Issue Resolution Response Matrix

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

B.1.27 Scope/Contract Change Process

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

B.1.27.1 Implementation Services Change Process

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

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

B.1.27.2 Product Enhancement/Change Process

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

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

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

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

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

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

Section C: Technology Architecture

C.1.1 Munis Server Requirements

See Appendix I.1.8.

C.1.2 Munis Client End-user Requirements

See Appendix I.1.8.

C.1.3 Environments

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

- Testing
- Training
- Production/Live
- Development

C.1.4 Printer Requirements for Tyler Forms

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

C.1.5 Key Dates for Hardware Availability

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

C.1.6 Technical Roles and Responsibilities

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

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

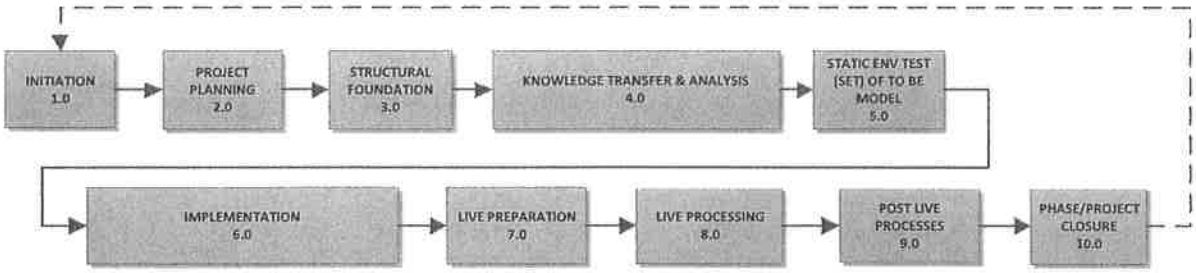
- Share (S): Both parties are mutually responsible for completing the task. Both parties assume individual responsibility to ensure task is completed
- Review (R): The party is responsible for reviewing work products after task is completed
- None (N): The party is not involved in the task

INSTALLATION		Responsibility	
Task	Description	TYLER	CITY
Installation Timeframe	Discuss installation time frame and customer needs	Lead	Participate
Database Configuration	Determine database configuration and specification, i.e. cluster vs. mirror	Lead	Participate
Server Specifications	Provide server specifications and consultation	Lead	Review
Hardware Quote	Obtain hardware quote from vendor	Review	Lead
Quote Review	Provide quote for review and approval	Review	Lead
Hardware Order	Order hardware and notify of arrival date	Review	Lead
Installation Confirmation	Arrange and confirm onsite installation	Lead	Participate
Hardware Notification	Notify Tyler when hardware arrives	None	Lead
Pre-Installation Conference Call	Installation Eng. to arrange conference call to discuss and finalize installation process	Lead	Participate
Hardware Configuration Confirmation	Confirm hardware is configured and meets Tyler recommended specifications and system software at necessary service pack and patch levels..	Participate	Lead
Onsite Work	Arrive onsite and begin Tyler software installation	Lead	Participate
Installation Review	Review overall installation process with customer	Lead	Participate
Installation Resources	Provide necessary resources for installation, includes: Network Admin, Active Directory Admin, Server Admin, and any other required personnel .	Review	Lead
Munis Installation	Install Tyler applications	Lead	Participate
SQL Database	Install and configure SQL database	Lead	Participate
Administration Training	Conduct administration training to review all server configurations	Lead	Participate
End User Software Installation Training	Conduct training to install end user software	Lead	Participate
Installation sign-offs	Provide system installation report.	Leads	None
Onsite Installation Acceptance	Complete installation sign offs	None	Owns
Schedule Remote Work	Arrange for items that will completed remotely	Lead	Participate
Remote Connectivity	Provide connectivity assistance for remote items	Participate	Lead
Remote Installation Acceptance	Complete remote installation sign offs	None	Owns

Section D: Implementation

D.1.1 Implementation Methodology Overview

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



IMPLEMENTATION METHODOLOGY
PROCESS REPEATED FOR EACH PHASE

D.1.2 Implementation Schedule

The implementation schedule outlining specific tasks and activities required to meet the schedule outlined in Phases 1-3 outlined in Section A of this SOW will be defined in the project plan developed by Tyler.

D.1.3 Implementation Roles and Responsibilities

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

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

D.1.4 Project Management

Task	Tyler Role	City Role
Project Management		

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

D.1.5 Implementation Process Per Phase

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

D.1.5.1Planning and Analysis

This portion of the implementation process commences 30 - 45 days after a contract has been signed. Project team members from the organization are identified. The City's project team will be responsible for monitoring the project and providing formal acceptance of each phase. Once team members have been determined, functional leaders are chosen for the project. Management plans are formed regarding the scope, schedule, quality/testing, communication, and risk of the project. This is accomplished in cooperation with the organization's management. The process of transferring knowledge to and from the functional leaders begins. Tyler consultants then review policies and procedures related to software functionality. Finally, scripts are tested based on decisions made and formal acceptance from the City's project team is obtained before moving to the next phase.

D.1.5.2Business Process Consulting

Development of the Business Process Consulting service comprised of four phases:

- COA Analysis & Design (Reengineering)
- As-Is Analysis
- To-Be Analysis
- 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 to be performed by Tyler's expert implementation team:

D.1.5.3Business 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.

D.1.5.4Business 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).

D.1.5.5Static Environment Testing

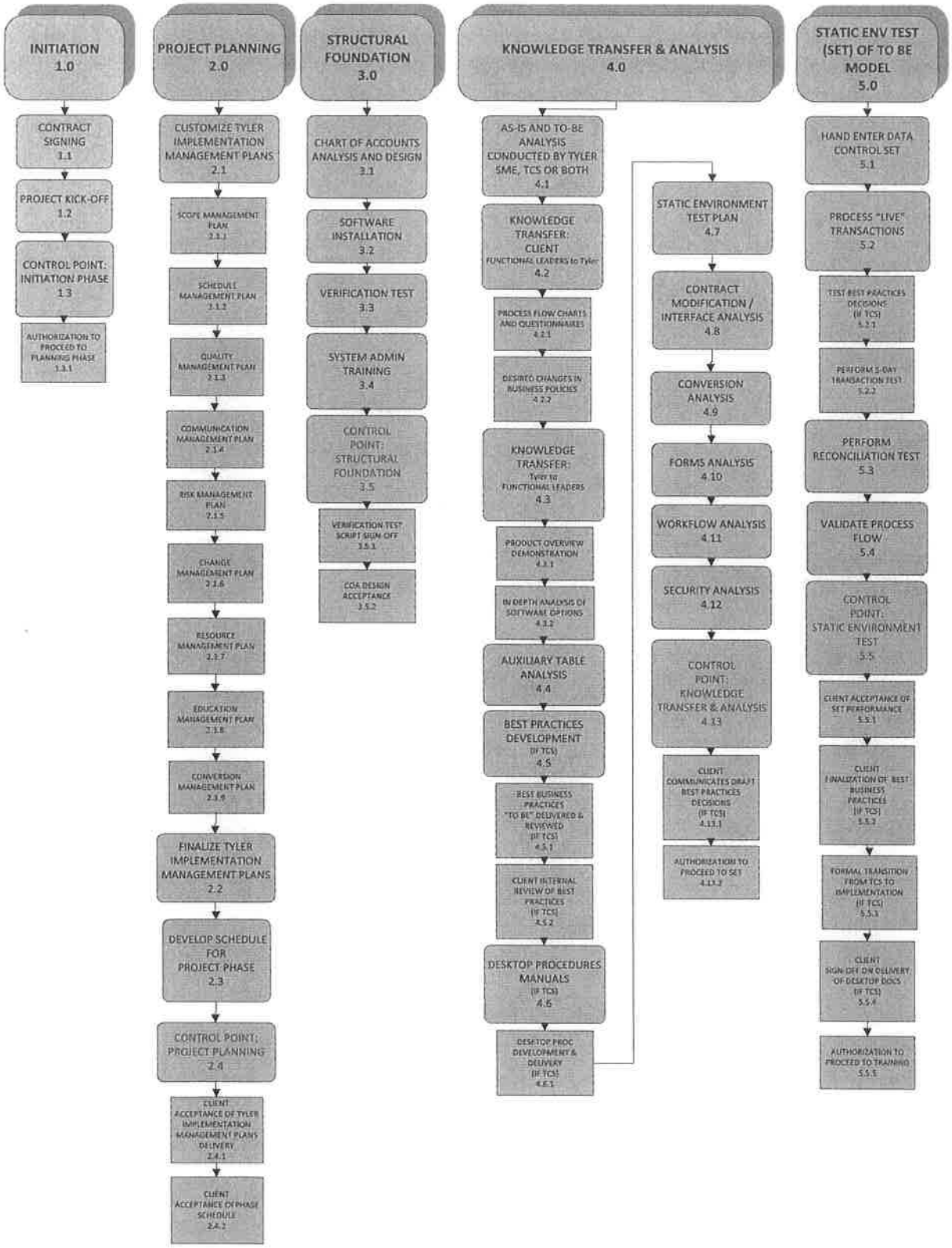
Prior to any converting legacy system data, a Static Environment Test (SET) will be conducted to confirm that the decisions made during the analysis process will meet the client's needs. Testing will be conducted with a customized script which will allow review and discussions of the decisions being 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.

D.1.5.6Customized 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.


INITIATION 1.0
CONTRACT SIGNING 1.1
PROJECT KICK-OFF 1.2
CONTROL POINT: INITIATION PHASE 1.3
AUTHORIZATION TO PROCEED TO PLANNING PHASE 1.3.1
PROJECT PLANNING 2.0
CUSTOMIZE TYLER IMPLEMENTATION MANAGEMENT PLANS 2.1
SCOPE MANAGEMENT PLAN 2.1.1
SCHEDULE MANAGEMENT PLAN 2.1.2
QUALITY MANAGEMENT PLAN 2.1.3
COMMUNICATION MANAGEMENT PLAN 2.1.4
RISK MANAGEMENT PLAN 2.1.5
CHANGE MANAGEMENT PLAN 2.1.6
RESOURCE MANAGEMENT PLAN 2.1.7
EDUCATION MANAGEMENT PLAN 2.1.8
CONVERSION MANAGEMENT PLAN 2.1.9
FINALIZE TYLER IMPLEMENTATION MANAGEMENT PLANS 2.2
DEVELOP SCHEDULE FOR PROJECT PHASE 2.3
CONTROL POINT: PROJECT PLANNING 2.4
CLIENT ACCEPTANCE OF TYLER IMPLEMENTATION MANAGEMENT PLANS DELIVERY 2.4.1
CLIENT ACCEPTANCE OF PHASE SCHEDULE 2.4.2
STRUCTURAL FOUNDATION 3.0
CHART OF ACCOUNTS ANALYSIS AND DESIGN 3.1
SOFTWARE INSTALLATION 3.2
VERIFICATION TEST 3.3
SYSTEM ADMIN TRAINING 3.4
CONTROL POINT: STRUCTURAL FOUNDATION 3.5
VERIFICATION TEST SCRIPT SIGN OFF 3.5.1
COA DESIGN ACCEPTANCE 3.5.2
KNOWLEDGE TRANSFER & ANALYSIS 4.0
AS-IS AND TO-BE ANALYSIS CONDUCTED BY TYLER SME, TCS OR BOTH 4.1
KNOWLEDGE TRANSFER: CLIENT FUNCTIONAL LEADERS to Tyler 4.2
PROCESS FLOW CHARTS AND QUESTIONNAIRES 4.2.1
DESIRED CHANGES IN BUSINESS POLICIES 4.2.2
KNOWLEDGE TRANSFER: Tyler to FUNCTIONAL LEADERS 4.3
PRODUCT OVERVIEW DEMONSTRATION 4.3.1
IN DEPTH ANALYSIS OF SOFTWARE OPTIONS 4.3.2
AUXILIARY TABLE ANALYSIS 4.4
BEST PRACTICES DEVELOPMENT (IF TCS) 4.5
BEST BUSINESS PRACTICES "TO BE" DELIVERED & REVISIED (IF TCS) 4.5.1
CLIENT INTERNAL REVIEW OF BEST PRACTICES (IF TCS) 4.5.2
DESKTOP PROCEDURES MANUALS (IF TCS) 4.6
DESKTOP PROC DEVELOPMENT & DELIVERY (IF TCS) 4.6.1
STATIC ENVIRONMENT TEST PLAN 4.7
CONTRACT MODIFICATION / INTERFACE ANALYSIS 4.8
CONVERSION ANALYSIS 4.9
FORMS ANALYSIS 4.10
WORKFLOW ANALYSIS 4.11
SECURITY ANALYSIS 4.12
CONTROL POINT: KNOWLEDGE TRANSFER & ANALYSIS 4.13
CLIENT COMMUNICATES DRAFT BEST PRACTICES DECISIONS (IF TCS) 4.13.1
AUTHORIZATION TO PROCEED TO SET 4.13.2
STATIC ENV TEST (SET) OF TO BE MODEL 5.0
HAND ENTER DATA CONTROL SET 5.1
PROCESS "LIVE" TRANSACTIONS 5.2
TEST BEST PRACTICES DECISIONS (IF TCS) 5.2.1
PERFORM 5-DAY TRANSACTION TEST 5.2.2
PERFORM RECONCILIATION TEST 5.3
VALIDATE PROCESS FLOW 5.4
CONTROL POINT: STATIC ENVIRONMENT TEST 5.5
CLIENT ACCEPTANCE OF SET PERFORMANCE 5.5.1
CLIENT FINALIZATION OF BEST BUSINESS PRACTICES (IF TCS) 5.5.2
FORMAL TRANSITION FROM TCS TO IMPLEMENTATION (IF TCS) 5.5.3
CLIENT SIGN OFF ON DELIVERY OF DESKTOP DOCS (IF TCS) 5.5.4
AUTHORIZATION TO PROCEED TO TRAINING 5.5.5

D.1.5.6.1 Initiation (1.0)

D.1.5.6.1.1 Contract Signing

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

D.1.5.6.1.2 Kick Off

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

D.1.5.6.1.3 Control Point

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

D.1.5.6.2 Project Planning (2.0)

D.1.5.6.2.1 Management Plans

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

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

D.1.5.6.2.2 Project Plan Development

		Roles & Responsibilities	
Task		TYLER	CITY
Discuss Phase Schedule	• Identify schedule constraints, critical deadlines	Lead	Participate
Coordinate non-contracted 3rd Party Implementations	• Develop plan with 3rd Party Vendor to integrate deliverables with Tyler timeline and requirements	None	Own
Deliver initial Phase Project Plan	• Develop task list and schedule. • Assign ownership • Post on City Project SharePoint site.	Lead	Review
(2.2) Finalize Implementation Management Plans	• Update Implementation Planning document with Planning Session results	Lead	Participate
(2.3) Develop Schedule for Project Phase	• Tyler PM will create a proposed schedule for the first phase of the project	Lead	Participate
(2.4) Control Point Project Planning	• Project Planning Control Point		
(2.4.1) City Acceptance of Tyler Implementation Management Plans Delivery	• City signs-off to accept the Implementation Plans	Participate	Lead
(2.4.2) City Acceptance of Phase Schedule	• City signs-off to accept the Phase Schedule	Participate	Lead

D.1.5.6.3 Structural Foundation (3.0)

D.1.5.6.3.1 Chart of Accounts (Reengineering)

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

D.1.5.6.3.2 Hardware & Software Installation

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

D.1.5.6.3.3 System Administration

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

D.1.5.6.3.4 Control Point

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

D.1.5.6.4 Business Processing Consulting: Knowledge Transfer and Analysis (4.0)

D.1.5.6.4.1 As-Is & To-Be Analysis

Task		Roles & Responsibilities	
		TYLER	CITY
(4.1) Perform As-Is Analysis	• Conduct analysis of City's current business practices • Process questionnaires • **Investment Analysis findings and recommendations to be incorporated throughout Knowledge Transfer process. *See appendix I.1.5 Investment Analyses.***	Lead	Participate
(4.1) Perform To-Be Analysis	• Conduct analysis of desired process changes • Review Flow Charts • Perform needs assessment • Review available options	Lead	Participate
(4.1) Facilitate To-Be Sessions	• Facilitates discussions of business process change	Participate	Lead

D.1.5.6.4.2 Knowledge Transfer

Task		Roles & Responsibilities	
		TYLER	CITY
(4.2) Knowledge Transfer: City	• As-Is Analysis – City provides information to Tyler about current business practices • **Investment Analysis findings and recommendations to be incorporated throughout Knowledge Transfer process. *See appendix I.1.5 Investment Analyses.***	Lead	Participate
(4.2.1) Process flow charts and questionnaires	• Review inventory of processing, configuration and data flow options	Lead	Participate
(4.2.2) Desired Changes in Business Process	• Review desired changes in business processes and data flows	Lead	Participate
(4.3) Knowledge Transfer: Tyler to Functional Leads	• To-Be Analysis – Tyler provides information to City about module with discussion of desired process changes	Lead	Participate
(4.3.1) Product Overview Demonstration	• Review module organization and processing flow	Lead	Participate
(4.3.2) Analysis of Software Options	• Review module parameters, code configurations and work flow options	Lead	Participate
(4.4) Perform Set Up Table Analysis	• Conduct analysis of set up tables codes and parameters	Lead	Participate
(4.5) Develop Business Solution Design	• Using information from As-Is and To-Be Sessions, develop Business	Own	None

	Solution Design spreadsheet with recommendations		
(4.5.1) Deliver Business Solution Design	• Deliver to-be configuration document	Lead	Participate
(4.5.2) Conduct Internal City Review of Business Solution Design	• Conduct internal meetings to review design decisions for Static Environment Test	Participate	Lead

D.1.5.6.4.3 Static Environment Test Plans

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

D.1.5.6.4.4 Interface & Modification Analysis and Spec Development

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

D.1.5.6.4.5 Reporting Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
See section D.1.7			

D.1.5.6.4.6 Data Conversion Analysis

		Roles & Responsibilities	
Task		TYLER	CITY
(4.9) Perform Conversion Analysis	• Review options for conversion vs. migration. • Review and develop initial crosswalk for data to be converted. • Engage Munis Professional Services Team for data to be migrated.	Lead	Participate

D.1.5.6.4.7 Workflow Analysis

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

D.1.5.6.4.8 Security Analysis

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

D.1.5.6.4.9 Knowledge Transfer & Analysis Control Point

Task		Roles & Responsibilities	
		TYLER	CITY
(4.13) Control Point for Knowledge Transfer & Analysis	• N/A		
(4.13.1) City Communicates final to-be setup decisions	• City Communicates to-be setup decisions	Participate	Lead
(4.13.2) Authorization to Proceed to SET	• City signs-off to accept Knowledge Transfer & Analysis to proceed to SET	Participate	Lead

D.1.5.6.5 Static Environment Test of To-Be Model (5.0)

D.1.5.6.5.1 Control Data Set

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

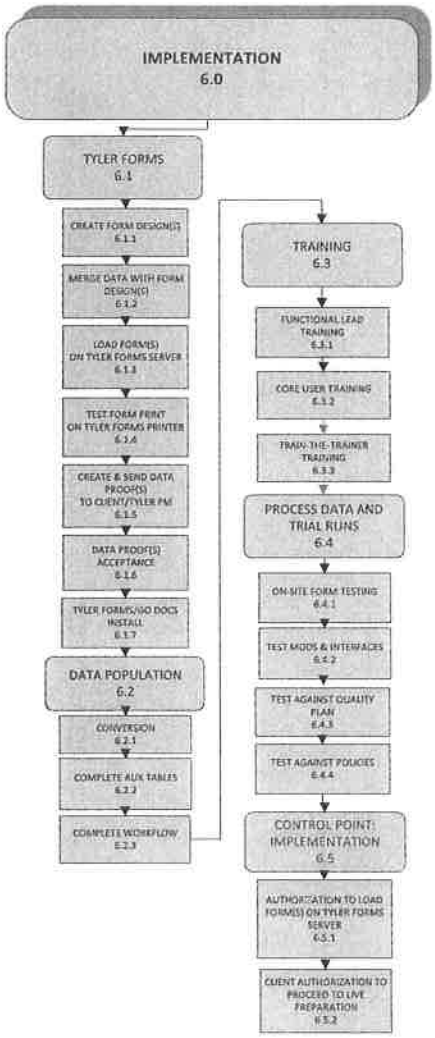
D.1.5.6.5.2 Validate Process Flow & Procedural Decisions

Task		Roles & Responsibilities	
		TYLER	CITY
(5.2) Perform To-Be Test (Static Environment Test) Process "Live" Transactions	• Conduct demonstration of To-Be decisions in Munis with hand-keyed data	Lead	Participate
Validate New Process Flow	• Perform representational City transactions to test overall process flow design	Lead	Assist
Finalize To-Be Decisions	• City validates To-Be decisions	None	Owns
Create Sample Data File	• Produce sample data files for applicable forms	Lead	Participate
(5.2.1) Test to-be decisions	• Perform representational City transactions following to-be decisions	Lead	Participate
(5.2.2) Perform Transaction Test	• Perform representational City transactions	Lead	Participate
(5.3) Perform Reconciliation Test	• View results of hand entered data via reports and inquiries	Lead	Participate
(5.4) Validate Process Flow	• Test overall process flow design	Lead	Participate
(5.5) Control Point: Static Environment Test	• N/A		

(5.5.1) City Acceptance of SET performance	• City signs-off to accept results of the SET testing	Participate	Lead
5.5.2 City Finalization of to-be decisions	• City finalizes to-be decisions	Participate	Lead
(5.5.5) Authorization to Proceed to Training	• City signs-off on entire SET process to authorize readiness to proceed to training	Participate	Lead

D.1.5.7Setup, Training and Conversion

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



D.1.5.7.1 Implementation (6.0)

D.1.5.7.1.1 Data Population

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

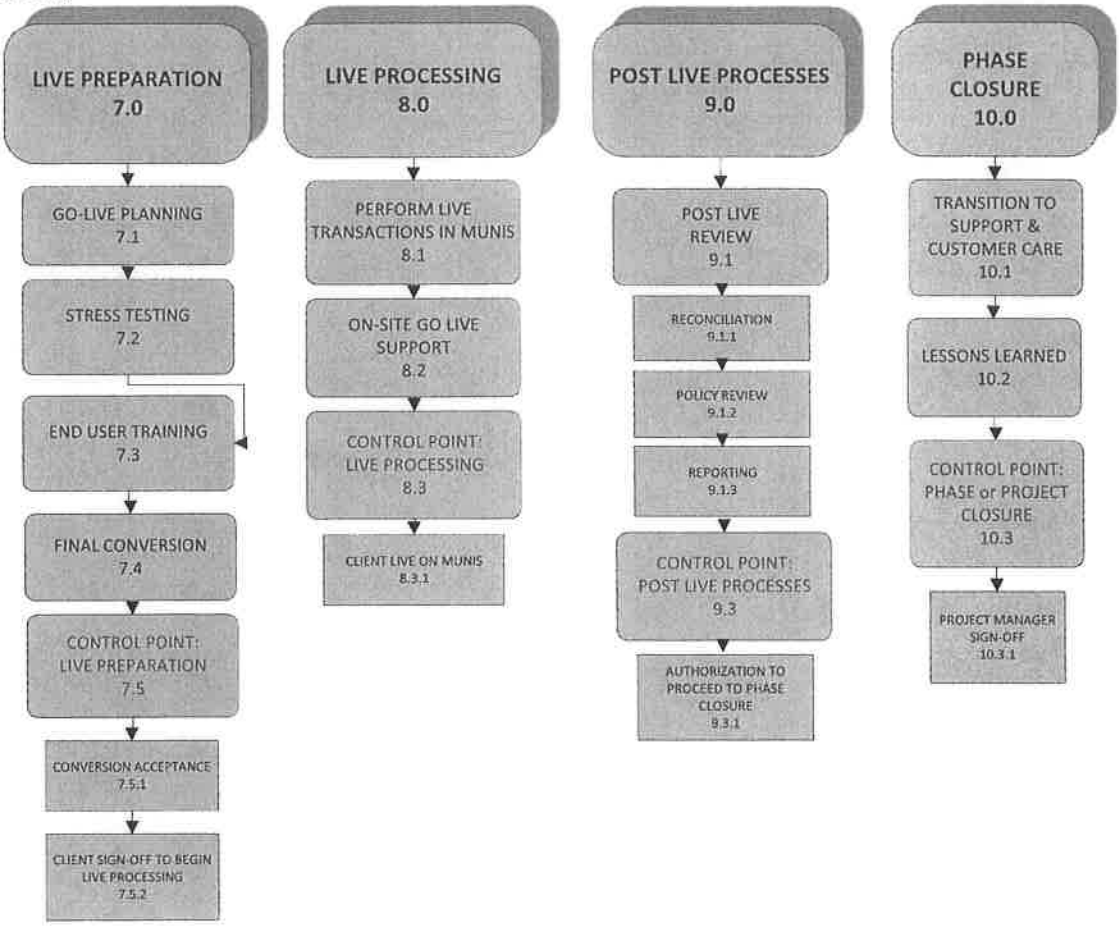
D.1.5.7.1.2 Training & Testing

Task		Roles & Responsibilities	
		TYLER	CITY
(6.3.0) Customized Procedural Documents	• Develop Desktop procedural manuals for applicable modules and deliver	Own	None
(6.3.0.1) Customized Procedureal Documents	• Review Desktop procedural manuals for applicable modules	Lead	Participate
(6.3.0.2) Customized Procedural Documents	• Accept Desktop procedural manuals for applicable modules	None	Own
(6.3.1) Train Functional Leads/Subject Matter Experts	• Train Functional Leads/Subject Matter Experts on applicable Munis processing • ***The City of Las Cruces has requested to provide early Project Team training. During the planning phase, the option to conduct this training in conjunction with the Knowledge Transfer will be discussed and decided upon. This training will be repeated once System Setup is complete and prior to Core User training.***	Lead	Participate
(6.3.2) Train Core Users	• Train Core Users on applicable Munis processing	Lead	Participate
(6.3.3) Train-the-Trainer	• Train City's Trainer on End User processes	Lead	Participate
Train Decentralized End Users	• Train City's Decentralized End Users	None	Own
(6.4) Train and Perform 1st Trial Run/Parallel Process	• Train City on completing Trial Run/Parallel processes	Lead	Participate
(6.4.1) On-Site From Testing	• Train City on process of printing and testing forms	Lead	Participate

(6.4.2) Test Mods and Interfaces	• Train City on process of modification and interface programs	Lead	Participate
(6.4.3) Test Against Quality Plan	• Verify programs work according to definition in quality plan	Lead	Participate
(6.4.4) Test Against Policies	• Verify process meets policy decisions	Lead	Participate
Perform Additional Trial Run/Parallel Processes	• Complete Trial Run/Parallel process steps, identify discrepancies and correct	Participate	Lead
(6.5) Control Point: Implementation	• N/A		
(6.5.2) City Authorization to Proceed to Live Preparation	• City sign-off on Training – acknowledging readiness for go-live	Participate	Lead

D.1.5.8Live Preparation, Go-Live and Phase Closure

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



D.1.5.8.1 Live Preparation (7.0)

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

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

D.1.5.8.2 Live Processing (8.0)

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

D.1.5.8.3 Post-Live Process (9.0)

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

D.1.5.8.4 Phase Closure (10.0)

		Roles & Responsibilities	
Task		TYLER	CITY
(10.1) Transition to Support	• Conference call to introduce Transition Project Manager and Support	Lead	Participate

(10.2) Document Lessons Learned	• City and Tyler discuss Lessons Learned for future phases, if applicable	Share	Share
10.3.1) Final Acceptance	• City accepts Phase Closure	None	Own

D.1.6 Business Process Consulting – Detailed Processes Included

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

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

- **Munis General Topics for all Modules**
  - Navigation (DCT)
  - Munis Office & Saved Reports (DCT)
  - Dashboard (DCT)
  - Tyler Content Manager (DCT)
- **General Ledger**
  - Adding a New Account
  - General Journal Entry
  - Recurring General Journal Entry
  - General Journal Approvals
  - Account Trial Balance Report
  - GL Account Inquiry (DCT)
  - YTD Budget Report (DCT)
  - Periodic Processing
  - Import GL Journals
- **Purchasing & Requisitions**
  - Overall Purchasing Process
  - Vendor Maintenance
  - Requisition Entry (DCT)
  - Attaching Documentation (DCT)
  - Requisition Approval (DCT)
  - Requisition Conversion to PO
  - PO Entry Proof
  - PO Approvals (DCT)
  - PO Receiving (DCT)
  - Print PO's
  - PO Maintenance
  - PO Reports (DCT)
- **Accounts Payable**
  - Overall AP Process
  - Vendor Maintenance
  - Invoice Entry /Proof (DCT)

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

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

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

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

- **Bid Management**
  - Overall Bid Process
  - Bid Entry (DCT)
  - Bid Maintenance
  - Attaching Documentation (DCT)

- **AR Miscellaneous Cash**
  - Overall Miscellaneous Cash Process
  - Payment Entry (DCT)
  - Applying a Payment to a General Bill (DCT)
  - Payment Post
  - Payment Reversals
  - Apply NSF Fee
  - Print NSF Notices
  - AR Reports (DCT)
- **General Billing**
  - Overall GB Process
  - Customer File (DCT)
  - Invoice Processing (DCT)
  - Recurring Invoice (DCT)
  - Invoice Approval (DCT)
  - Employee Insurance Bills
  - Assess Late Fees
  - Print Bills and Statements
  - Reports (DCT)
- **Inventory**
  - Overall Inventory Process
  - Adding an Inventory Item
  - Setting up Inventory Photos
  - Transaction Entry/History
  - Requisition Entry for Pick Ticket (DCT)
  - Pick Ticket Process
  - Inventory Receiving
  - Inventory Reports
  - Periodic Processing
  - Purging Pick Tickets
- **Fixed Assets**
  - Overall Fixed Asset Process
  - Adding/Importing a new asset
  - Posting Fixed Assets
  - Adjusting, Transferring and Retiring Assets
  - Depreciating Assets
  - Periodic Processing
  - Inquiry & Reports
  - GASB 34 Process Overview
- **Cash Management**

- Interest Allocation
- Cash Flow
- Bank Reconciliation
- Reports

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

- **Payroll**
  - Overall Salary & Benefit Projections Processing
    - Projection Start & Status
    - Projection Processing
    - Projection Pay Types
    - Projection Job Class
    - Projection Salary Tables
    - Projection Position Control
    - Projection Allocation Maintenance
    - Projection Employee Master
    - Projection Employee Job/Salary
    - Projection Employee Deductions/Benefits
    - Projection Contract Increases
    - Projection Step Increases
    - Projection Longevity Report
    - Projection Salary Calculate
    - Projection Benefit Calculate
    - Post Projection Data to Budget
    - Update Live Position Control
  - Overall Payroll Process
    - PR Start & Status
    - Time Entry (DCT)
    - Time Entry Approval (DCT)
    - Time Entry Import to PR
    - Void Payroll
    - Misc Payroll
    - Payroll Vendor Processing
  - HR Benefits Enrollment:

        - Overall Open Enrollment Process
        - Overall Life Event/New Hire Enrollment
        - Benefit Election Setup
        - Online Benefit Enrollment
        - Election Approval and Posting Process
        - 834 File layout and setup

    - Overall HR Process
        - Employee Certifications
        - Employee Evaluations
        - Case Management
        - Training Courses
        - Employee Training
        - Training Forecast Report
        - Training Hours Completed Report
    - Overall Personnel Actions Process
        - Actions Entry (DCT)
        - Personnel Actions Setup
        - Rapid Entry
        - Condensed Pending Master File
        - Actions Inquiry (DCT)

- **Business Licenses:**
    - Add An Account
    - Attach A License
    - Attach A Tax
    - Create Bills – Generate AR and/or Receipts Entry
    - Accept Payments thru Receipts Entry
    - Print Renewals
    - Print Licenses
    - Bill Maintenance
    - Transfer Overpayments
    - Refunds
    - Write-Offs
    - Reports
    - Customers
    - Payment Reversals
    - Assess Penalties
    - Forgive Interest

- **Permits & Code Enforcement:**
    - Application Entry
    - Inspection Entry
    - Complaint/Violation Entry
    - Customers & Contractors
    - Central Property Master
    - Reports

- Accepting Payments

- **Utility Billing:**
  - Customer Maintenance
  - Utility Maintenance
  - Service Maintenance
  - Miscellaneous Fee Maintenance
  - Deposit Maintenance
  - Pay Fees Program
  - Account Customer Inquiry
  - Service Orders Maintenance
  - Meter Inventory Maintenance
  - Handheld Export and Import Process
  - Bill Run Processing
  - Final Bill Run Processing
  - EFT Processing
  - Bill Refund Process
  - Bill Adjustments
  - Late Fees
  - Delinquent Notices
  - Cut Off Process
  - Collections Process
  - Lien Processing
  - Setoff Debt Processing
  - Special Conditions
  - Payment Plans
  - Container Inventory
  - Assessments
  - Budget Billing

D.1.7 Modifications

D.1.7.1Definition of a Program Modification

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

D.1.7.2Definition of an Interface Modification

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

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

Tyler requires an active support agreement with the third party system and for the City to be on a current version actively supported by the manufacturer/developer of the product installed.

D.1.7.3Specification Development

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

D.1.7.4Program Modification or Custom Interface Summary Document

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

D.1.7.5Modification Signoff Document

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

D.1.7.6Incorporation of Modifications/Interfaces into a MUNIS General Release

D.1.7.6.1 Approval Process for Incorporation

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

D.1.7.6.2 Impact of Modification/Interface Delivery on Implementation

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

D.1.7.6.3 Installation

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

D.1.7.6.4 Project Release Schedule

Customizations are delivered through Tyler Munis Internet Update utility to be loaded against releases in accordance with Tyler's published release life cycle policy (see Appendix I.1.4). This is done in order to predict and schedule release upgrades during the planned implementation phases and to provide the assurance of continually operating on a fully supported release for live modules. As such, the following upgrade schedule will need to be followed to ensure timely delivery of agreed to go-live customizations:

Munis Release	Target Test System Deployment	Target Live System Deployment
Version 11.1 (General Availability) • *9.4ff to retire in April 2016*	Upon Installation – Q4 2015	March 2016
Version 11.2 (General Availability)	May-June 2016	May-June 2016

D.1.7.7 Scope of Customizations and Interfaces

All customizations are listed in Agreement Exhibit E.

D.1.7.8Interface Scope

There are no interface customizations in the scope of this project.

The following interfaces have been identified by the City of Las Cruces as required and the Munis standard interface solutions for each are considered in the scope of this project. A preliminary interface analysis was completed for each interface listed and the findings are included in Appendix I.1.6. Munis offers standard solutions for each of these interfaces, as detailed in Appendix I.1.6. Further examination of the City's interface requirements specific to each item in the list below will occur during the Knowledge Transfer phase of this project. If it is discovered that customizations are necessary, the standard modifications process will be followed.

- Telestaff
- Sympro
- eTrack
- BMI
- Wasteworks
- Itron
- Neogov

D.1.7.9Customizations & Interfaces Roles & Responsibilities

D.1.7.9.1 Customizations

		Responsibility	
Task	Description	TYLER	CITY
Discovery of customization requirements	Through analysis, functional requirements will be defined	Lead	Participate
Requirement Validation	The City, Tyler Consultants and Tyler Development Representatives verify Customization is necessary through exploration of existing options	Lead	Participate
Create Customization Summary	Tyler Development Representative will work with the City to write a basic summary outline of customization functionality	Lead	Participate
Create Detailed Customization Specification Document	Tyler Development Representative review Customization Summary and create City Specification document that describes how and where the program changes will occur in order to accomplish functional requirements	Own	None
Specification Sign-Off, Authorization to Proceed	Tyler will deliver a written specification to City, outlining functional changes, cost, timeline and version requirements. This document must be signed prior to any work being performed by Tyler	None	Own

Development of Customization	Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps	Own	None
Customization QA	Tyler's QA team will test customization within applicable, impacted modules	Own	None
Customization Delivery and Demonstration	Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification	Lead	Participate
Test Customization	City will validate performance of customization through repeated unit testing as well as process testing throughout implementation	Participate	Lead
Customization Acceptance	Tyler will deliver a written Acceptance Sign-Off for the customization. Acceptance is expected within 30 days of delivery unless City notifies Tyler in writing of non-compliance with specification	None	Own

D.1.7.9.2 Interfaces

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

Tyler requires an active support agreement with the third party system and for the City to be on a current version actively supported by the manufacturer/developer of the product installed.

D.1.8 Tyler Reporting Services (TRS) SSRS Report Development

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

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

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

D.1.8.1SSRS Report Development Roles & Responsibilities

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

D.1.9 Data Conversion

D.1.9.1Data Conversion Scope

Data Conversion & Clean-up

The City of Las Cruces has requested assistance in the clean-up of data currently contained in Munis environments and the conversion of new data into v11.1 of Munis. This work will be handled by three distinct groups and methods, based on the type and scope of work to be done. Further discussion of each requested item will be needed to determine the best approach to

assisting the City in this process. Below, is information on the three groups and the work and methods involved with each.

Munis Data Conversion Department – Tyler's approach to data conversion is designed to entail the population of data in Munis from any dataset (usually a 3rd party data extraction or spreadsheets). Typically this group only works to convert new data into a functional area that does not already contain Munis data. The work required is field to field mapping from the legacy system to Munis, data analysis, data crosswalk creation, and custom programming to convert the data to be loaded into Munis. Data Conversion proofing is shared by Tyler and the City.

Munis Professional Services Department – When changes are needed to existing Munis data, our Professional Services department works with our clients to design a custom program or programs. Professional Services works with the Development Product Teams to determine where changes need to be made throughout the system to accommodate the requested changes. The work required is a complete analysis of the changes requested, followed by a Formal Quote for the services. A custom set of programs is developed to make the needed changes, and will be tested in non-live environments of Munis. Data Conversion proofing is shared by Tyler and the City.

Munis Implementation & Support – Data Changes that do not touch multiple functional areas of Munis can often be done through the use of SQL Scripts. Munis Technical Support and Implementation Staff often use Data Scripting to make minor changes in data during the Implementation Project or once in Production. The work required is an analysis of the changes requested. A script can then be developed and tested in a non-live environment. Data proofing is shared by Tyler and the City.

Due to differences in the way that these three solutions are executed and priced, we have provided a line item in our Investment Summary that will be used for the various approaches to assisting with data clean-up and conversion. The money associated with these three solutions is interchangeable, and should allow the City and Tyler the greatest flexibility in addressing your data conversion needs.

D.1.9.2Data Conversion Roles & Responsibilities

Task	Description	TYLER	CITY
Data Mapping	Through analysis, fields in legacy systems and Munis will be outlined for conversion.	Share	Share
Run Validation Reports	The City is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation	None	Own
Extract data	The City is responsible for extracting the data from a legacy system into the accepted Munis layout	None	Own
Develop conversion programs based on City data mapping and file submission layout.	Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions or additional charges may apply	Own	None

Load Data Conversion Passes	Load all conversion passes as directed by Tyler PM	Lead	Assist
Review Error Reports	Tyler will produce an error report outlining errors that result from running City's data through the conversion program. The City is responsible for reviewing the report and investigating solutions	Participate	Lead

D.1.9.3Data Conversion Assumptions

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

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

D.1.10Workflow

D.1.10.1 Workflow Scope

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

D.1.10.2 Workflow Roles & Responsibilities

Task	Tyler Responsibility	City Responsibility
Analyze workflow needs and determine use within MUNIS for each module	Lead	Participate

Recommend areas that should implement workflow business rules to enforce internal controls, segregation of duties and provide additional audit trails for transactions	Lead	Participate
Develop workflow process for all MUNIS applications based upon to-be system design	Participate	Lead
Review the workflow in each office and identify the disparities	Participate	Lead
Outline the current workflow and contrast new procedures	Participate	Lead
Implement new workflow procedures at ERP System implementation	Participate	Lead

D.1.11 Testing

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

D.1.11.1 Static Environment Testing (SET)

This is performed once the City has made preliminary Best Practice decisions. The purpose of the test is to provide an early opportunity to the City for validation of business process decisions in the actual application, without the complication of converted data. This pristine testing environment allows decision-makers to focus on process flow without the potential impact of converted data. A key part of the test is to conduct a test, during which simulated transactions that take place in a standard week are duplicated and tested.

D.1.11.2 Conversion Validation & Testing

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

D.1.11.3 Modification Testing

This is performed in an isolated environment once modifications are delivered. The modification is unit tested first to ensure compliance with specifications and to validate the performance of

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

D.1.11.4 Testing Roles & Responsibilities

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

Section E: Training

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

E.1.1 Tyler Education Plan

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

E.1.1.1 Purpose

The purpose of the Education Plan is to:

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

E.1.1.2 Process

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

E.1.1.3 Demonstration, Analysis, and Knowledge Transfer

Tyler employees will perform the following tasks:

- As Is / To Be review
- Product overview demonstration
- In depth analysis of MUNIS options
- Flow chart review
- Questionnaire review

This phase will involve the functional leaders and the City's project leaders. The goal of this phase is to transfer high level knowledge between parties. The output will be policies and

procedures related to the use of MUNIS. The policies and procedures will determine the training agenda to be delivered to the end users. For example, if commodity codes are not going to be utilized within MUNIS Purchasing, then the training outlines for Purchasing should remove the discussion of commodity codes.

E.1.1.4 Prerequisites

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

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

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

E.1.1.5 To-Be Demonstration

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

E.1.1.6 MUNIS Application Training

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

E.1.1.7 Post Live Reconciliation Training

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

E.1.1.8 Post Live Output and Inquiry Training

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

E.1.1.9 Logistics

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

E.1.1.10 Software/Hardware

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

E.1.1.11 Facilities

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

E.1.1.12 Staff

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

E.1.1.13 Schedule

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

E.1.1.14 Quality Control

- How will the City determine if attendees have learned required training outcomes?

- How will follow up training be administered?

E.1.2 Knowledge Base

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

E.1.3 Project Team Training

The project team begins knowledge transfer at the on-set of the project, during analysis. It is through this process and subsequent hands-on set up and process training that the Functional Leaders and Subject Matter Experts build an understanding of the inner workings of the system and how parameters and tables affect the overall processing. These users should attend all applicable analysis and implementation/training sessions.

E.1.4 Technical Training Approach

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

E.1.5 Training Plan for Users

The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, City trainees, training room, etc.).

- The City Project Manager/Team will review the proposed schedule and approve it.
- The Munis Project Manager or Implementation Consultant will provide training agendas prior to each session. The agenda will be placed on the SharePoint site and may be printed by the City, as needed.
- Training documents used during the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. The City will be responsible for printing the necessary documents for the users, as needed.

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

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

E.1.6 End User Training

Tyler's consultants will train all Central Department users and will train City trainers to perform ongoing training of Decentralized End Users. The City will be responsible for notifying the users of the training schedule and coordinating the training facilities for hands-on end user training.

E.1.7 Training Materials and Documentation Development

E.1.7.1 Training Materials

Tyler will develop and deliver customized procedural documents to be used as the primary training material for the Project Team and Subject Matter Experts. These documents provide guidance as Subject Matter Experts practice the processes they have learned and perform testing throughout the project. The City will be responsible for future revisions of these documents. *See Sections D.1.6.4 and D.1.6.5 for further details related to the Customized Procedureal Documents.*

E.1.7.2 Modification Documentation

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

E.1.7.3 Conversion Documentation

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

E.1.8 Training Roles and Responsibilities

Training Roles & Responsibilities	Responsibility	
	Tyler	City

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

Section F: Change Management

Tyler Change Management Solution provides professional consulting services to help our clients evaluate, design, test and implement "best in practice" Change Management solutions. Our goal is to provide high quality, cost effective Change Management strategies.
Tyler Consulting Solutions – Change Management follows the principle that our success is built upon the success of our clients. Therefore, we form partnerships with our clients in helping them understand and successfully manage change.
Tyler Change Management Solution would like to take this opportunity to qualify the scope and engagement of work at the City of Las Cruces for achieving the goal of a viable and effective Change Management strategy.

Executive Summary

Tyler Consulting Solutions - Change Management is a service based on The Change Management Learning Center© and the Prosci© Research Institute Certification Program (http://www.change-management.com/) (http://www.change-management.com/). The Tyler Technologies methodology utilizes a three stage approach to successfully manage change. Each stage may require several on-site sessions. In the best case scenario, the entry point for Change Management is at project inception; allowing for the blending of Change Management methodologies/strategies/activities within the project plan.

In Stage I, an onsite visit with the City of Las Cruces project management will use analysis tools to understand the characteristics of the organization and the capacity for change within the organization. These analyses will help the Change Management Facilitator, the City of Las Cruces Project Manager and Project Team to determine the Change Management strategies for Stage II and Stage III.

In Stage II, a Project Team/Change Management Coaching Team is developed and trained. This internal organizational group will be trained to effect successful change during the current project, to support employee success in the new changed environment (project completion), and to create change readiness within the organization for future projects.

Stage III will prepare and educate the Project Team/Change Management Coaching Team to reinforce the change by managing resistance to the change, auditing compliance with the change and continuing the success of the project.

Summary of Project Approach

Our project approach is practical and disciplined, incorporating the City of Las Cruces input throughout the entire life cycle on assessments, scope, findings, recommendations and plans.
We will leverage Change Management best practices while adopting them to LAS CRUCES's needs and culture.
The goal is to insure that the City of Las Cruces realizes the return on investment for this project and that the Change Management expectations are exceeded.
We leverage our Client Engagement Process, which provides the foundation for all project communications. Those components include:

- A Review of Tasks, Responsibilities and expected Deliverables before each Stage

- Identification of Project Concerns, Risks and Issues
- Obtaining the City of Las Cruces Feedback and Taking Appropriate Actions

Review of Tyler Consulting Solutions – Change Management Roles and Responsibilities

- Tyler Consulting Solutions – Change Management will provide a certified (Prosci©) Change Management Facilitator to deliver this project
- Tyler Consulting Solutions – Change Management will conduct the work in an efficient and expedient fashion
- Tyler Consulting Solutions – Change Management will deliver clear, concise and professional deliverables as a result of this engagement
- Tyler Consulting Solutions – Change Management will accurately and expediently report all charges and expenses incurred in the execution of this project
- Tyler Consulting Solutions – Change Management will provide the necessary Change Management training for the City of Las Cruces Project Manager(s) and Project Team/Change Management Coach Teams

Review of LAS CRUCESRoles and Responsibilities

- The City of Las Cruces will provide Tyler Consulting Solutions – Change Management with appropriate access to the facilities and personnel of the organization
- An appropriate workspace will be provided to Tyler Consulting Solutions – Change Management to use while working with the City of Las Cruces.
- The City of Las Cruces will provide cooperative access to knowledgeable staff that may be required during all stages of Change Management
- The City of Las Cruces is responsible for the execution of Change Management strategies and plans within the organization

Distinctive Aspects of this Proposal

DISCOVERY AND PREPARATION FOR CHANGE

Stage I: Preparing for change includes activities to prepare the City of Las Cruces Project Manager and Project Team for Change Management, to enable the Sponsors to support the change and to help the City of Las Cruces Project Manager and Project Team architect a high-level Change Management strategy.

Discovery is scheduled during or soon after the Project Kick-off. Elements of this activity require the Tyler Consulting Solutions Change Management Facilitator to execute activities and analyses onsite for approximately 30% of the contracted maximum onsite Change Management days.

The Change Management Facilitator, the City of Las Cruces Project Manager and the Project Team will use analysis tools to:

- Identify the impact and change characteristics of this project to the organization
- Assess the organization's culture and capacity for the project change
- Assess the impact of the project by group/division/department
- Assess readiness by group/division /department for the project

The results of these analyses will be used to define a high-level Change Management Strategy with the City of Las Cruces Project Manager and Project Team

The Change Management Facilitator and the City of Las Cruces Project Manager will collaborate to:

- Acquire Change Management Coach resources
- Assess competencies
- Define a CM Functional Lead

The Change Management Facilitator and the City of Las Cruces Project Manager will develop a Sponsorship Model by:

- Identifying sponsors and stakeholders
- Assessing sponsorship
- Preparing sponsors to support the change

SUPPORTING THE CHANGE PROCESS – MANAGING CHANGE

Supporting the Change Process – Managing Change includes the design of the organization's Change Management plans and activities, and the implementation of these plans throughout the organization by the City of Las Cruces Project Manager and the Project Change Management Functional Lead. The organization's Change Management plans and activities will be customized based on the characteristics of the change and the unique attributes of the organization found in Discovery.

The Change Management Facilitator will educate the City of Las Cruces Project Manager and the Project Team/Coach Team, change Management Functional Lead to understand and use the Change Management Model as a framework to develop and plan the Change Management strategies and to assess the effectiveness of Change Management plans. The Change Management Model enables the City of Las Cruces Project Manager and Project Team/Change Management Coach Team to create communication plans, sponsorship programs, coaching plans and resistance management plans to achieve the desired business results when managing the people side of change.

Managing Change activities will be scheduled before the first "go-live" date. Several onsite sessions may be scheduled with the City of Las Cruces Project Manager, CM Functional Lead and Project Team/Coach Teams. Managing Change requires the Tyler Consulting Solutions Change Management Facilitator to create plans and prepare actions onsite for approximately 40% of the contracted maximum Change Management onsite days.

The Change Management Facilitator, City of Las Cruces Project Manager, CM Functional Lead and Project Team/Change Coach Team will develop the following Change Management Plans:

Communications

- The Change Management Facilitator will provide communication strategy and planning templates to the CM Functional Lead
- The Change Management Facilitator will help CM Functional Lead to understand the concepts of Change Management communications
- The Change Management Facilitator and CM Functional Lead will design the communication strategy using the Change Management communication templates
- It will be the responsibility of the CM Functional Lead to carry out the communication strategy and plans.

Coaching

- The Change Management Facilitator will help the CM Functional Lead and Project Team/Coach Team to understand the psychology and perspectives of change
- The Change Management Facilitator will train the City of Las Cruces Project Manager, CM Functional Lead and Project Team/Coach Teams to understand coaching concepts and methodologies
- The City of Las Cruces Project Manager, CM Functional Lead and Project Team/Coach Team will be trained in the use of the Change Management Model as a coaching tool
- The Project Team/Change Management Coach Team will be trained using the Change Management Coach methodology to
    - Set Project Expectations and Impact
    - Set Employee Expectations
    - Use the Change Management Model to effect project change
- Manager/Supervisor level staff will be trained as Change Management Coaches; to understand the importance of coaching and supporting end-user staff
- The City of Las Cruces Project Manager, CM Functional Lead and Project Team/Coach Team will be empowered to take action and implement plans
- It will be the responsibility of the City of Las Cruces Project Manager, CM Functional Lead and the Project Team/Coach Teams to carry out the coaching strategy and plans.

Sponsorship

- The Change Management Facilitator will work with the CM Functional Lead and Sponsor(s) to provide them with an understanding of the responsibility and the role they will play during the Project
- A high level Executive Playbook will be designed for the Sponsor(s) by the Change Management Facilitator, City of Las Cruces CM Functional Lead
- The Sponsorship plan will advise the Sponsors on the importance of
    - Communication
    - Visibility
- It is the responsibility of the City of Las Cruces CM Functional Lead to insure that the Sponsor (s) carry out the executive playbook

Resistance Management

- The Change Management Facilitator will train the City of Las Cruces Project Manager, CM Functional Lead and Project Team/ Coach Teams to understand "resistance" and how to manage and/or overcome resistance for a project change
- The City of Las Cruces Project Manager, CM Functional Lead and Project Team/ Coach Team will be trained in the use of the Change Management Model as a resistance management tool
- The City of Las Cruces Project Manager, CM Functional Lead and Project Team/Coach Team will be trained in methods of Resistance Management
- The Manager/Supervisor level staff will be trained to understand the concepts of change management to counter and manage resistance
- It is the responsibility of the City of Las Cruces Project Manager, CM Functional Lead and Project Team/Coach Team to use this training to manage and/or overcome resistance to the change; before, during and after project completion

REINFORCING CHANGE

Reinforcing Change includes the analysis of the results of the organization's Change Management activities and the implementation of corrective action. This focus area includes celebrating early successes and transferring ownership to the organization.

Reinforcing Change activities will be scheduled just after the first "go-live" date. After transferring ownership to the organization, the Change Management Facilitator will make quarterly visits to assess Change Management effectiveness within the organization for the duration of the project. Reinforcing Change requires the Tyler Consulting Solutions Change Management Facilitator to support the understanding of reinforcement plans and actions onsite for 30% of the contracted maximum onsite Change Management days.

The final component of a good change management program is reinforcing the change. The components to this stage include training the City of Las Cruces Project Manager, CM Functional Lead and Project Team/Coach Team to:

- collect and analyzing feedback
- diagnose gaps in process or procedure
- manage resistance
- implement corrective action
- celebrate successes

Maintaining a results orientation will be critical to the organization success. Simply doing change management activities is not enough. You must evaluate the results of these activities, determine the root cause of any gaps/problems and implement corrective action.

Celebrating success, especially early in the project, is vital for building momentum and creating an environment where success is rewarded in the organization.

Deliverables

This engagement is focused specifically providing the City of Las Cruces with Change Management Consulting, Training and Strategy. Given this, Tyler Change Management Solution will deliver the services necessary to complete the following deliverables:

Deliverable #1: Upon completion of Discovery and Preparation for Change, Tyler Consulting Solution Change Management Facilitator will deliver a Discovery and Preparation for Change presentation. This deliverable will include the results of the following:

- Characteristics of the project change
- Assessment of the project change
- Organization culture for project change
- Organization impact of project change
- Project Risk Assessment
- Impact by group/division/department
- Change Management Strategy Tactics

Deliverable #2: Upon completion of Supporting the Change Process – Managing Change, the Tyler Consulting Solution Change Management Facilitator will deliver the Change Management plans and strategies. This deliverable will include the following actions and plans:

- High level Communication Strategy
- Executive Playbook
- Coach Training Plan
- Resistance Management Strategy

Deliverable #3: Upon completion of Reinforcing Change, the Tyler Consulting Solution Change Management Facilitator will deliver a Reinforcing Change plan. This deliverable will define the following actions and tools:

- Collect and Analyze Feedback
- Diagnose Gaps in process or procedure
- Manage Resistance and Implement Corrective Action
- Celebrate Successes

Responsibilities

Tyler Consulting Solutions – Change Management Responsibilities

Tyler Consulting Solutions – Change Management is responsible to provide the City of Las Cruces with the following:

- Professional and satisfactory completion of the stated work in the stated project time
- Timely and effective selection of an appropriately skilled consultant to meet the requirements of the project
- Tyler Change Management Solution will find suitable replacements for personnel in cases of prolonged illness or extenuating circumstances

LAS CRUCES's Responsibilities

Prior to the delivery of any services defined in this Statement of Work, City of Las Cruces will designate a person as Tyler Consulting Solutions – Change Management Functional Lead. The CMFL will be the person to whom all Tyler Change Management Solution communications will be addressed and who has the authority to act for City of Las Cruces in all aspects of the project.

The CMFL responsibilities will include:

- Serve as the interface between Tyler Change Management Solution and City of Las Cruces.
- Execution of Change Management plans and activities.
- Assign an Administrator to:
    - Identify, schedule and confirm availability of support staff and management for on-site interviews and meetings.
    - Schedule meeting rooms as necessary, per agenda.
    - Ensure workspace facilities are available for the consultant(s) that includes a work area, printer/network connectivity, and phone/data line.
    - Obtain and provide information, data, decisions and approvals, within 3 working days of Tyler Consulting Solutions – Change Management request, unless both parties agree to an extended response time.

Constraints and Exclusions

Constraints

Tyler Change Management Solution has estimated the duration for this project to be a maximum of 25-30 days (combined on and off site days). This time frame has been reflected in all estimates included in this statement of work.

This engagement will be a highly focused effort that will be limited to the scope identified above and defined as part of the deliverables.

No additional constraints have been defined at this time.

Exclusions

The following areas are not included in the scope of this engagement:

- Detailed Cost Analysis or Return on Investment analysis

Logistics

Letter of Acceptance

The Tyler Consulting Solutions – Change Management Facilitator is required to ask for sign-off on the percentage of work completed each quarter at a client site. A "Letter of Acceptance" is presented to the PC/PM at the end of each quarter where Change Management activities were delivered. The "Letter of Acceptance" is not a billing instrument; it defines the percentage of work completed for a particular quarter.

Completion Criteria

The project will be considered complete when the deliverables described in this Statement of Work have been fulfilled and have been delivered to the City of Las Cruces Project Manager/PC.

Project Change

It may become necessary to amend the Statement of Work for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule.
- Discretionary changes in the scope of the project.
- Requested changes to the work hours of Tyler Consulting Solutions – Change Management personnel
- Non-availability of products or services that are beyond Tyler Consulting Solutions – Change Management control
- Environmental or architectural impediments not previously identified
- Lack of access to client personnel, data or facilities necessary to complete project

In the event that it is necessary to change this Statement of Work, Tyler Consulting Solutions – Change Management will initiate the Change Control process with the City of Las Cruces PC/PM as outlined in Appendix A: Project Change Control Procedure.

Estimated Schedule

This engagement is slated to be a maximum of 25-30 days (combined on and off site days), including lag time. With respect to task execution, Tyler Consulting Solutions – Change Management expects many activities and tasks to be performed on-site at the City of Las Cruces, with the remainder being performed by Tyler Consulting Solutions – Change Management personnel at locations designated by Tyler Consulting Solutions – Change Management.

Staffing

Tyler Consulting Solutions – Change Management has identified the following staffing requirements to successfully complete this project in the allotted time frame:

- City of Las Cruces Project Manager/Project Contact

A City of Las Cruces Project Manager is charged with the responsibility of the planning and execution of a project; for Change Management purposes, the City of Las Cruces Project Manager works closely with the Change Management Facilitator to understand the concepts of change management, coaching and resistance management and to lead the Project Team/Change Management Coaches to success during and after the change.

- City of Las Cruces Project Team

The project team is the group that is designing and implementing the change - whether it is process, technology, organizational, strategy, etc. Many times, the members of the change management team will be part of the project team.

The change management team is the group that develops and implements the change management plan. The change management team is often made up of members of the project team (or the entire team itself). Best practices research indicates teams should allocate dedicated resources to change management.

- City of Las Cruces Sponsor(s)

The primary sponsor is the person who charters and authorizes the change. For large changes, this person is typically a senior manager or officer of the corporation. For smaller changes, this person could be a supervisor or department manager.

Sponsors, as a general term, refer to anyone who is supportive of the change. Sponsors promote the change with their actions, behaviors and conversations. Sponsors can be from anywhere in the organization. Middle managers and supervisors are sometimes the most powerful sponsors of change.

- City of Las Cruces Change Management Functional Lead

A Change Management Functional Lead is a critical role within the Project/Change Management Team. This role will work with the Change Management Facilitator to define communication strategy and execute the Change Management communication plans.

- City of Las Cruces Coaches

The purpose of the coaching strategy is to support managers and supervisors during the change and teach them how to interact with front-line employees during and after the change. The coaching plan will enable these managers and supervisors to:

- sponsor the change
- support their employees during the change

- support their employees in the new, changed environment
- develop a change capacity for future change within the organization

Section G: Post Go-Live Implementation Support

G.1.1 Overview of Post Go-Live Support

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

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

G.1.2 Duration of Post Go-Live Support

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

Such events include:

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

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

Section H: Project Assumptions

H.1.1 Estimated Days

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

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

H.1.2 Project Planning and Kickoff

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

- The City shall assign and authorize a Project Manager prior to the start of this phase.
- The City Project Manager, along with the Tyler Project Manager, shall participate in the review and final revision of the Project management and planning documents, which include this Implementation Project Scope Agreement, the Project Risk Register, and the Communications Plan.

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

H.1.3 Facility Requirements

The following outlines major assumptions surrounding the Facility used for the Project:

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

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

The following outlines major assumptions and activities surrounding the implementation of the MUNIS solution:

- Tyler will inform the City the trainee prerequisites that must be completed prior to conducting the session. Tyler will provide notice of any training prerequisites to the City Project Manager ten business days prior to the scheduled training session
- Tyler will inform the City project manager after each training or implementation session what tasks that must be completed prior to Tyler personnel returning to the site.
- Homework assignments and tasks will also be listed on the Project SharePoint site along with due date and owner
- Typical homework items are as follows:
    - Practice on processes learned
    - Review any delivered documents prior to attending scheduled training session

- Should the City not be able to complete communicated prerequisites or tasks, then to the City project manager is bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

Section I: Appendix

I.1.1 Functional Requirements

The functional requirements are included in Tyler's Proposal (Exhibit J).

I.1.2 Listing of Deliverables

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

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

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
			SharePoint site.	
DED05	COA Analysis and Spreadsheet	Provide analysis and spreadsheet as structured outline for building the new Chart of Accounts.	Examination of the impact of the COA on each module purchased. Emphasis will be placed on the City's business requirements in creating a new chart of accounts that will meet the budgeting, reporting and inquiry needs of the City.	Participants will have in-depth knowledge of internal and external financial reporting at all levels, i.e., within Local, State and/or Federal.
DED06	Business Process Design Recommendation Spreadsheet	Excel spreadsheet defining current and recommended business practices for optimizing MUNIS functionality and use of MUNIS functionality to support goals of the City. The decisions make will be utilized in the creation of the Procedural Documents and be the basis configuring and training functional processing in the Munis system.	Business Process Consulting modules outlined in the Investment Summary.	Tyler's consultants will conduct needs assessment interviews within each of the core departments to identify current and future needs within each area. The City's functional departments will be responsible for providing all the necessary documents, reports, and information related to current business practices to the Tyler Consultants. Tyler's consultants will offer recommendations to the City in utilizing the functionalities

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Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
				in Munis modules to the fullest extent possible in order to realize the efficiencies that an integrated database system can provide. The City is responsible for evaluating these suggestions and recommendations and deciding which of them will be implemented. The City will make prompt decisions on process changes, or communicate the need for additional time on particular processes.
DED07	Final Business Process Design Decisions	Excel spreadsheet outlining final decisions that have been made and accepted by the City for optimizing MUNIS functionality and use of MUNIS functionality to support goals of the City.	Business Process Consulting modules outlined in the Investment Summary.	The City will make final decisions in a timely manner as identified in the project plan. Decisions will be communicated to staff and reinforced throughout the Implementation process and during training of users. The implementation setup and training will be based on the decision made during this process

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED08	Desktop Documents	Word document that provides the reader with the goal of the process. Documents are step by step process with accompanying screen shots and descriptions. Mandatory fields are highlighted.	Business Process Consulting modules outlined in the Investment Summary.	Development of these documents will be off site. Final Business Process Design Decisions must have been completed and accepted. Procedural documents incorporate and are based on the decisions made during the To Be analysis. Tyler will be responsible for making changes to in the document errors in described functionality. The City will be responsible for changes in the document as a result of decisions to change any functionality or process previously approved through the Final Business Process Design deliverable.
DED09	Decentralized Procedure Documents	Document providing streamlined step by step processing for decentralized departments.	Business Process Consulting modules outlined in the Investment Summary.	Tyler consultants will extract appropriate material from the Desktop documents and compile it for End User training.

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Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED10	Data Conversions Analysis & Crosswalks	Review conversion schemas and data formats for all purchased conversions and provide an explanation of specific data fields within Munis necessary to map City's data fields to appropriate Munis data fields.	Conversions listed in the Investment Summary.	The City will provide static files in an acceptable format, with file definitions. Changes to file layouts must be agreed upon in advance. The City will be responsible for extracting data from their legacy system, assisting in the mapping their legacy data to Munis fields, and providing data according to conversion guidelines. The City will generate the required reports to be used in validating the data at the time of extraction.
DED11	Data Conversion Files	Custom coded programs to convert data provided by the City into a format that can automatically be loaded into the Munis system according to the mapping instructions provided by the City.	Conversions listed in the Investment Summary.	Tyler Conversion will return the converted data with instructions for loading and provide error/exception reports for each conversion. The City will thoroughly review the converted data, the error/exception report and provide necessary instructions to conversion programmer regarding issues with the converted data.

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED12	Data Conversion Control & Error Reports	Reports providing details on number of records converted, summary balance information where applicable, duplicate record merge, and data conformity (i.e. phone number masking, zip codes, address parsing, etc.).	Conversions listed in the Investment Summary.	The City will thoroughly review the converted data, the error/exception report and provide necessary instructions to conversion programmers regarding issues with the converted data.
DED13	Customization/Interface Analysis & Specifications	Review and understand City requirements for the customizations and interfaces. Specification will contain a description and details of the intended modifications/interface and /or programs to be delivered to address the contract item – this document identifies exactly where and how the application programs will be changed.	For agreed to customizations and interfaces.	Development work on customizations will not begin until specifications are accepted and a copy of the specifications is returned with a signature authorizing work. New processing procedures as a result of customization will be incorporated into the Business Process Consulting service, if contracted.
DED14	Customizations and Interfaces	Modified programs according to agreed upon specifications.	Develop custom code modifications within Munis to provide desired functionality for agreed to customizations.	New processing procedures as a result of customization will be incorporated into Business Process Consulting service, if contracted.

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Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED15	Static Environment Test Plan	Provide an early opportunity to the City for testing and validating the business process decisions in the actual application.	Implementation will assist the City in the step by step testing of the functionality of Munis using processes and system parameter set up chosen by the City as the Business Process Design. This test will enable the City to see the way the system functions using their own data. Focus will be on helping the City understand the impact of the approved recommendations will have on the way the system functions.	Tyler's consultants will address any concerns and /or note any areas of functionality that the City determines as not functioning as desired to make recommended changes to the Final Business Process Design. Data files will be created during this process for submission to Tyler Forms that will be used for testing during the forms design and development efforts.
DED22	Pre-live Checklist	Identify all tasks that will need to be completed for Go-live.	Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	City staff will participate in the creation and review of the checklist.
DED23	Change Management Discovery Analysis	Key analysis that will assist the Change Management Facilitator, Organization Project Manager and Project Management Team to design and execute the Change Management strategies that will support project success.	Tyler Change Management Facilitator, with Project Management, will use analysis tools to understand the characteristics of the organization and the capacity for change within the organization.	Onsite meeting with Tyler Change Management Facilitator, Tyler Project Manager, Organization Project Management and the Project Management Team.

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED24	Change Management Plan and Strategy Presentation	Presentation of Analysis Results and Change Management Plan and Strategies to Organization Project Management and Change Management Functional Lead(s).	Formal presentation of Change Management analysis findings and recommendations with the latest benchmarking strategies.	Onsite meeting with Tyler Change Management Facilitator, Tyler Project Manager, Organization Project Management and the Project Management Team.
DED25	Sustaining & Reinforcing Change	Management tools for sustaining and reinforcing organizational change for the project.	Executive Playbook, Change Management Communication Plan, Resistance Management Plan, Business Process Transition Plan (if Business Process Consulting is contracted).	Onsite delivery and role/responsibility presentation of tools to specific audiences by the Change Management Facilitator : • Executive Playbook – Sponsor(s) • Change Management Communication Plan – Change Management Functional Lead • Resistance Management Plan - Coach training session(s) • Business Process Transition Plan – Project Team and impacted Department managers/supervisors
DED26	Change Management	Onsite Coach Training	Onsite training Organization	The Tyler Change

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
	Coach Training	Sessions.	Project Management and Change Management Lead(s) and managers/supervisors of impacted departments as outlined in the change management strategies	Management coaching strategy educates the attendees in human change theory, change psychology concepts, resistance management strategy and support of individuals as they face a behavior change using the Tyler Change Management Model – Building blocks of Success.
DED27	Change Management After-Action Review	After action review of phase go-live and effectiveness of project Implementation and Change Management strategies.	Phase post-live audit of Change Management effectiveness, lessons learned and desired adjustments for subsequent phases.	Project phase closure strategy should include recognition of success, lessons learned, appreciation of project work and transferring ownership of the change to the organization.

I.1.3 Customizations and Interfaces

See Agreement Exhibit E.

I.1.4 Munis Release Life Cycle Policy

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

These are just a few of the benefits for our clients:

- Continued quality improvements from Munis Development, Technical Support, and Release Management.
- Consistent and predictable product release timelines.
- Ability to accurately budget, plan, and schedule upgrade resources around major processing events.
- Assurance of continually operating on a fully supported release.

Munis Release	Release Type	Early Adoption (EA)	Limited Availability (LA)	General Availability (GA)	Next Release Planning (NRP)	Last W-2 / 1099 Year End	Product Retired (PR)	Customers Live as of September 1, 2015
* Version 11.3	Final	Feb 2017	NA	May 2017	Sep 2019	2020	Apr 2021	Not Available
* Version 11.2.5	Contract	NA	Sep 2016	NA	Sep 2017	2017	April 2018	Not Available
* Version 11.2	Feature	Feb 2016	NA	May 2016	[illegible]	[illegible]	Apr 2019	Not Available
* Version 11.1.8	Contract	NA	Sep 2015	NA	Sep 2016	2016	[illegible]	Not Available
Version 11.1	Feature	Feb 2015	NA	[illegible]	Sep 2017	[illegible]	Apr 2018	81
Version 11.0	Technology	[illegible]	[illegible]	[illegible]	[illegible]	2014	Sep 2015	1
Version 10.5	Final	[illegible]	NA	Apr 2014	Sep 2017	2017	Apr 2018	761
Version 10.4	Feature	[illegible]	[illegible]	[illegible]	Sep 2015	2016	Apr 2016	16
Version 10.3	Feature	Feb 2013	NA	Mar 2013	Sep 2016	2015	Apr 2016	191
Version 10.2	Feature	Aug 2012	NA	Sep 2012	[illegible]	2014	Apr 2015	[illegible]
Version 9.4	Final	Aug 2012	NA	Sep 2012	Sep 2015	2015	Apr 2016	212
Version 9.3	Feature	Feb 2012	NA	Mar 2012	[illegible]	2014	Apr 2015	82

* Version(s) with active enhancement development

Release Types:

- **Technology** releases, also known as .0 releases, establish the technological baseline for a major release family. These releases go through full process/system testing and the Early Adopter program but are only available to a limited number of clients. These releases are not intended to be generally available and will only receive a single year of W2s and 1099s. All clients upgrading to the .0 release will need to upgrade to the .1 release within a year. A current example of a technology release is 11.0, where there are currently 5 installed clients.

- **Feature** releases are the traditional releases that come out in the Spring. These releases contain a wide variety of features including strategic enhancements, contractual modifications, client funded enhancements and legislative changes. These releases go through full process/system testing and the Early Adopter program and are available to all Munis clients. These releases receive 3 years of W2s and 1099s. The next feature release will be version 11.1 which will be generally available in May '15.

- **Contract** releases come out each Fall. These releases contain a relatively small number of enhancements which address specific contractual commitments only. These releases will go through full process/release testing however they will not go through the Early Adopter program. Contract releases will only be available to clients whose contractual commitments are contained in the release. Contract releases will receive 2 years of W2s and 1099s. The first contractual release will be 11.1.5 and will be available in September '15.

- **Final** releases are a special type of Feature release. They represent the last release in a major release family. The differentiating factor with Final releases is that they will receive a 4th year of W2s and 1099s. Munis Versions 9.4 and 10.5 are both being classified as Final releases and they will receive a 4th year of W2 and 1099s and their retirement dates have been extended 1 year.

Early Adoption (EA): This represents a phase in which selected clients participate in an intense testing program on the pre-generally available release. Tyler strives to select a cross-section of customer participants to represent our client base ensuring maximum coverage. This 'real world' testing of the product enables Tyler to deliver the highest quality, customer-tested release.

Limited Availability (LA): This represents a phase in which a *Technology* or *Contract* release (ex. Version 11.0 or Version 11.2.5) is made available for installation at select client sites.

General Availability (GA): This represents a phase in which a Feature or Final release (ex. Version 11.1) is made available for installation at all client sites. Technology and Contract release type (ex. Version 11.0 or Version 11.2.5) releases are not intended for general availability.

Next Release Planning (NRP): This represents a phase in which the given release is within 6 months of it being retired. Clients are *strongly* encouraged to move to a more current release to prevent being on a retired version of Munis.

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

NOTE: The timelines and specific dates related to our release life-cycle policy are subject to change. Be sure to revisit this page for current release information.

I.1.5 Database Case Sensitivity and Munis Dashboard Central Searches

The existing City Munis database is case sensitive. The Munis Dashboard Central search programs convert each side of the search equation (search term and database values) to upper case when it executes the search.

For example, when searching for '**main street**', the search term will be converted to '**MAIN STREET**'. When searching each record, the search column's value will be converted to upper case.

Record 1: **33 Main Street** is converted to **'33 MAIN STREET'** and compared to '**MAIN STREET'** - Match
Record 2: **12 main street** is converted to **'12 MAIN STREET'** and compared to '**MAIN STREET'** - Match

I.1.6 Investment Analyses

Tyler Technologies, Inc. (Tyler) conducted an Investment Analysis for the City of Las Cruces between October 2014-February 2015. The purpose of the analysis was to understand current processes, how MUNIS is currently used and identify where MUNIS modules can be optimized to increase benefits to the City of Las Cruces.

The following four documents will serve as the initial reference point for Tyler project planning and business process consulting services. These findings and recommendations will be reviewed in detail with the appropriate City Staff during the project planning and individual module knowledge transfer meetings. Recommendations approved by the City will be incorporated into the testing and training plans, as appropriate.

Four Investement Analysis documents were delivered to the City of Las Cruces.

1. ***Financials Resources Investement Analysis*** (18 pages, including: GL, Project Accounting, Budget, Purchasing, Bid Management, Inventory, Contract Management, Accounts Payable, Fixed Assets, Treasury Management, TCM, Dashboard, Data Management, TRS Reports)
2. ***Payroll, Human Resources Investment Analysis*** *(9 pages, including: Employee Master, Employee Job/Salary, Health Insurance, Payroll Processing, Pay Codes, Certifications, Evaluations, Sick Bank Central, Training Courses, Menu Security, Dashboard)*
3. ***General Billing Investment Analysis*** *(4 pages, including: Late Fees, Customer File, Integration, Workflow, AR Codes)*
4. ***Work Orders Investment Analysis*** *(8 pages, including: Activity Codes, Assets, Preventative Maintenance, Settings, Labor Class Codes, Service Requests, Event Notifications, GL Distribution Codes, Templates, User Defined Fields, Utilities Work Orders, Fuel Import, Partial Billing)*

I.1.7 Las Cruces, NM Integration Documentation

Munis® Integration

Third-Party Integration Information

Including Additional Munis Integration

And Import/Export Capabilities

For the City of Las Cruces, New Mexico

August, 2015

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Introduction

Tyler Technologies is the leading provider of software and services designed exclusively for the public sector—and our Munis Enterprise Resource Planning (ERP) suite of products is one of the industry's top-rated solutions. To provide the most comprehensive solution possible to *all* of our clients, Tyler partners with several providers of products and services that complement Munis. Our partnerships allow us to focus on what we do best, while providing our clients with the strongest solutions for asset management, business intelligence, GIS mapping, online purchasing, purchase card and online payments, and much more.

munis
a tyler erp solution

In addition, Tyler is a Microsoft Gold Partner, representing the highest level of competence and expertise with Microsoft technologies, and have the closest working relationship with Microsoft.

Microsoft
Gold Partner

BMI – *Inventory*

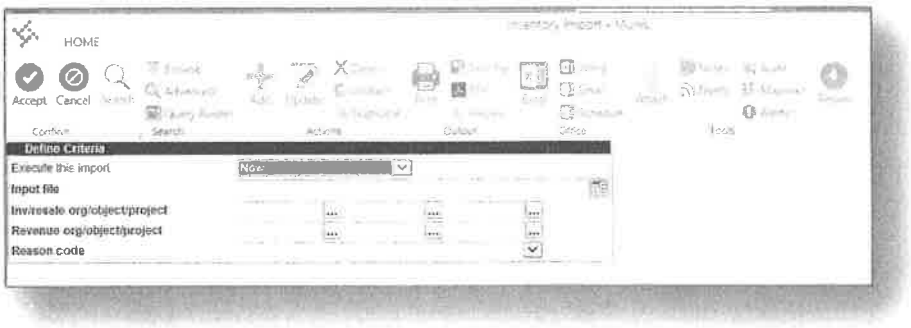
What it is:

Receiving, Issuing, and Cycle Counting are automated with barcode scanning. Using BMI's **Collect-IT** software interface, Munis users enjoy seamless inventory efficiency.

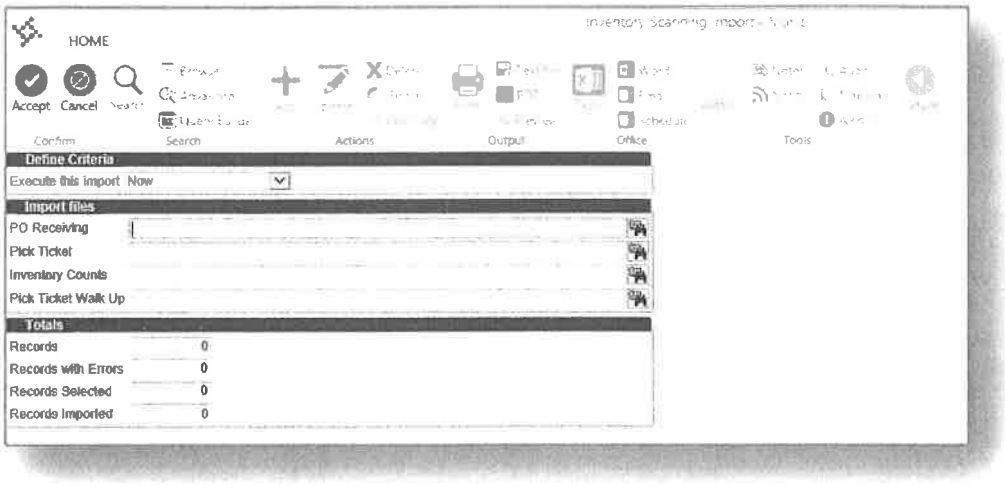
How it Works:

Combined with barcode printers and BMI's Collect-IT mobile scanning (BMI handheld) applications, Collect-IT interfaces directly with the Munis warehouse/inventory tables through a secure, read-only ODBC connection. Valid data such as open warehouse purchase orders, unissued warehouse requests, and cycle count sheets are synched to the Collect-IT application on the mobile terminal with a USB connection, a wireless 802.11 b/g connection, or a GSM/GPRS/EDGE mobile broadband connection. In the Munis application, users bar code their Inventory for scanning purposes. This process can be used in the following sequence:

When it's time to Cycle Count ("take inventory"), clerks upload a cycle sheet into their HH scanner. The warehouse employee then scans each item, virtually entering the quantity and accounting for each item by scanning. The HH information is then uploaded to Munis, automatically updating the information for the items they want included in the Cycle Counting.



When users issue warehouse requests, the warehouse picker easily scans the pick ticket and the item associated with it. The information auto-updates in the HH, and is easily exported back into Munis. Clerks upload outstanding POs to their HH scanner. As they receive inventory, they can scan each item and check it against the PO.



Benefits:

Fixed assets represent a significant dollar investment for any public sector organization. That's why recently trends show that public sector organizations are beginning to expand their view of **inventory** as a potential source of cost reduction, and as a measure of production efficiency. In fact, according to William D. Brady, Jr., MA, CPPO, in his book titled Managing Fixed Assets in the Public Sector | Managing for Service Excellence, *good fixed assets management relies on a foundation of a current inventory*. This not only establishes responsibility and accountability to ensure effective and efficient usage of the property, it also increases favorable insurability and facilitates compliance with federal, state, and local policy. In summary, BMI and Munis integration:

- Is efficient due to convenient scanning and upload directly into the system of record, Munis;
- Allows warehouse worker to scan using a handheld reader, thereby replacing outdated manual inputting of data on a terminal;
- Eliminates the paper shuffle including lost checklists; and
- Helps reduce, or eliminate, errors.

To ensure data is updated across pertinent modules, this process updates the following Munis programs:

- Inventory Items
- Inventory Transactions
- Pick Tickets
- Inventory Receiving
- Inventory List by Location
- Inventory List by Commodity

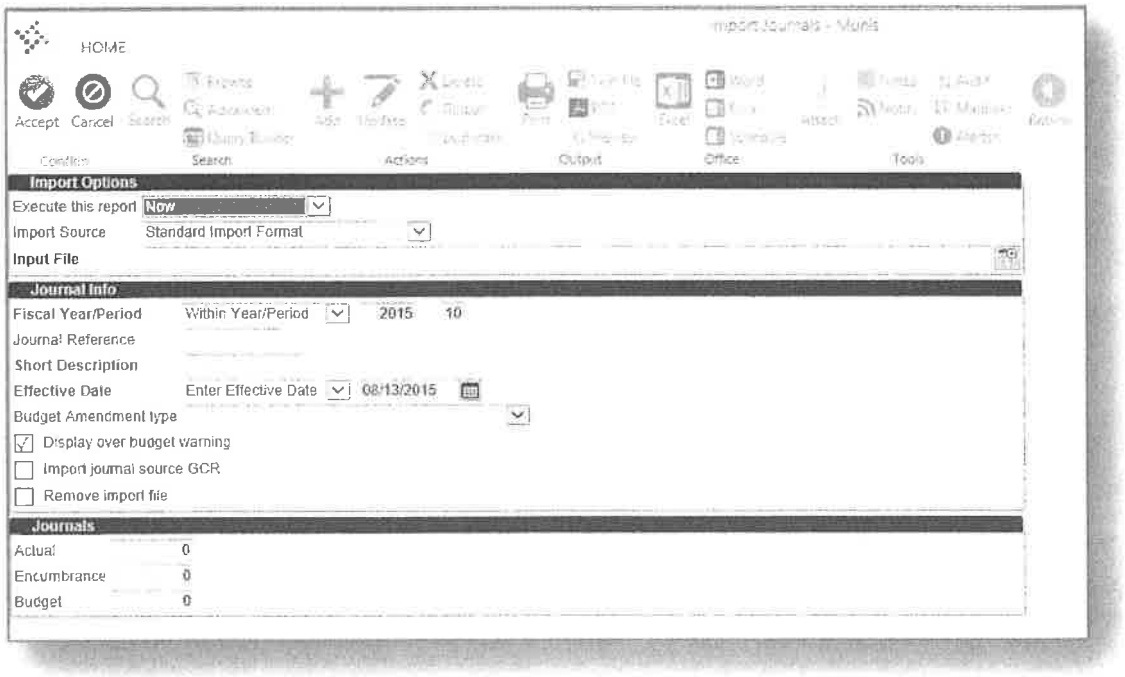
emphasys SymPro

What it is:

Emphasys SymPro provides Treasury Management Software solutions to the public sector for an organization's daily investment, debt, and cash management operations.

How it works:

Using the Munis GL Account Import program, the Emphasys SymPro solution integrates directly with Tyler's Munis General Ledger module to automate the journal entry posting process for treasury transactions. In effect the SymPro product creates general ledger journal entries to reflect a customer's investment transaction and debt management activity, within a portfolio, for a specific date range. The activity includes purchases, sales, maturities, income earned, interest/dividends received, change in value, and related journal entries to reflect investment and debt transactions. Within SymPro, users can view the journal entries on screen, print reports, and export the data to the Munis General Ledger application.



Benefits:

Emphasys SymPro automates detailed treasury and portfolio accounting procedures, including direct import from other systems to the Munis GL. Munis users who also use Emphasys SymPro can:

- Calculate earnings, accrued interest, capital gains & losses, average daily balance, amortization, weighted yields, duration and total return with SymPro

- Analyze your complete cash, investment and debt portfolio, including historical trends, earnings, yield, book value and "what if" sale analysis
- Generate graphs and over 50 standard reports including GASB and FASB compliance reports and performance reports
- Create and export general ledger journal entries reflecting investment transaction activity
- Import positions or transactions from your custodial service or broker
- Create an unlimited number of portfolios with multiple funds, divisions or advisors for each portfolio
- Get current market prices, variable rate changes, interest & dividend cash flows and redemption information; and identify opportunities and vulnerabilities within your investment and debt positions

eTrak

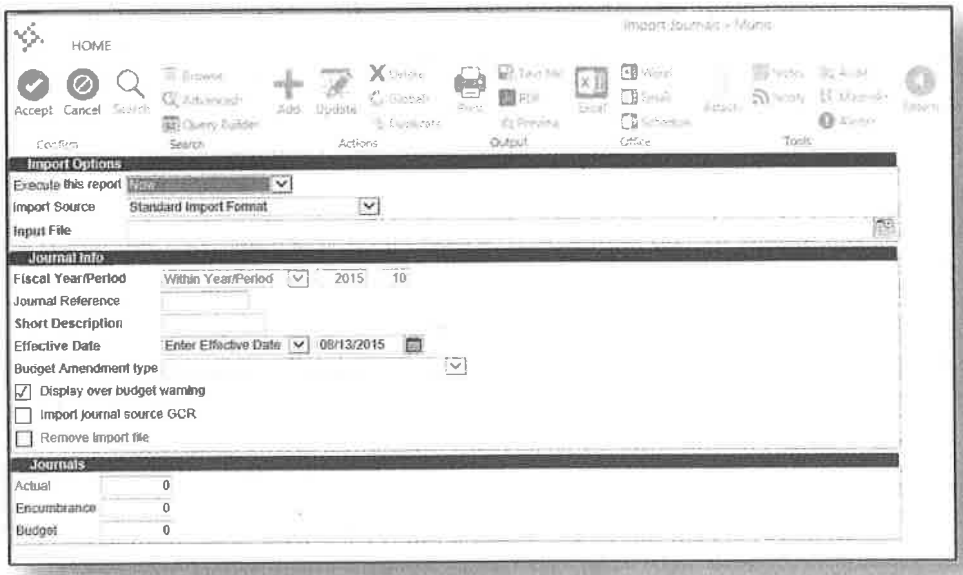
What it is:

eTrak-plus is a complete web-based & module-free parks & recreation management solution. At Las Cruces, eTrak is being used as the scheduling tool for Operational Facilities (Park& Rec, Museums, Library, etc.), tracking classes, leagues, etc. It allows scheduling (and payment) online or in person.

How it works:

eTrak works via the Internet so the end user can access their data from anywhere/anytime there is an Internet connection. It's integrated to Munis financials to provide seamless customer and billing management so Las Cruces can manage department operations.

Analysis needs to be done to determine how eTrak exports and "understands" GL data. However, a typical integration of this type will import data into Munis via the Munis GL Journal Import program.



However if eTrak uses Munis charge codes to determine GL impacts, then Las Cruces may be able to import miscellaneous cash receipts, which will ultimately be posted to the Munis GL.

Benefits:

- Once uploaded to Munis users gain real-time access
- Can perform eTrak transactions using the Internet
- eTrak-plus charges NO transaction fees
- Information posted to the Munis GL, the system of record
- eTrak is PCI Compliant

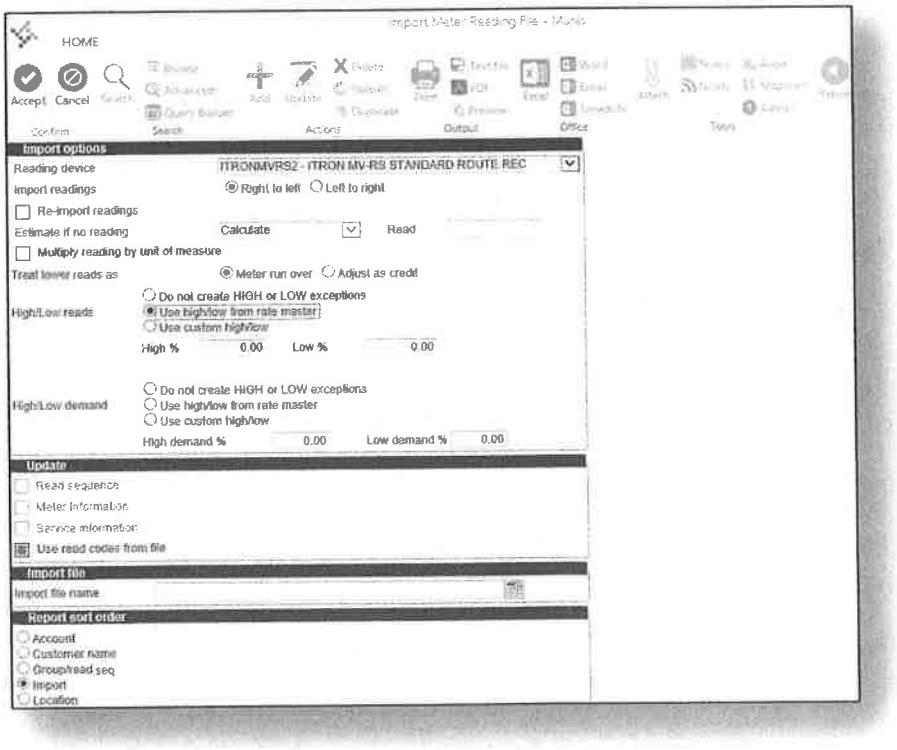
Itron

What it is:

Itron's automatic meter reading (AMR) solution enables end users to streamline the meter reading process, improve operational efficiency and reduce costs. Because all Itron electricity, gas, water and thermal energy communication modules share the same platform, handheld or mobile collection systems can be deployed independently or in a hybrid environment.

How it works:

Users can collect energy and water data from smart meters and radio-based endpoints using Itron's data collection systems. The Munis handheld import process uploads meter reading data from the handheld device and updates Munis UB CIS. These readings are used to generate a bill.



Note: Supported Itron handhelds include:

ITRON-AA - ITRON - ANNE ARUNDEL
ITRON-AND - ITRON ANDERSON
ITRON-MVRS - ITRON MV-RS EXTENDED RTE REC
ITRONMVRS2 - ITRON MV-RS STANDARD ROUTE REC
ITRONMVRS3 - ITRONMVRS3
ITRONMVRS4 - ITRONMVRS4
ITRONMVRSF - ITRON MVRS - FL WATER
ITRONMVRSV - ITRON MVRS - VENTURA
ITRONMVRSW - ITRONMVRS WILMINGTON
ITRONSTAND - STANDARD ITRON
ITRONVIENA - ITRON - VIENA

Benefits:

For utilities looking to read, program and/or service endpoints, Itron's portable, radio-equipped handhelds allow field workforces to capture, store and manage deployment data, meter reads and service information from any combination of electricity, gas and water meters—and upload it directly to Munis UB CIS.

It's easy to set up in Munis with options such as an estimate if no reading, multiplying the reading by a unit of measure, user-defined field for KVA, updating of service information, and option to import read codes from the file. Once uploaded, the program notifies the user that records were imported. Your users can run "Current read/Consumption maintenance" to view the imported reads.

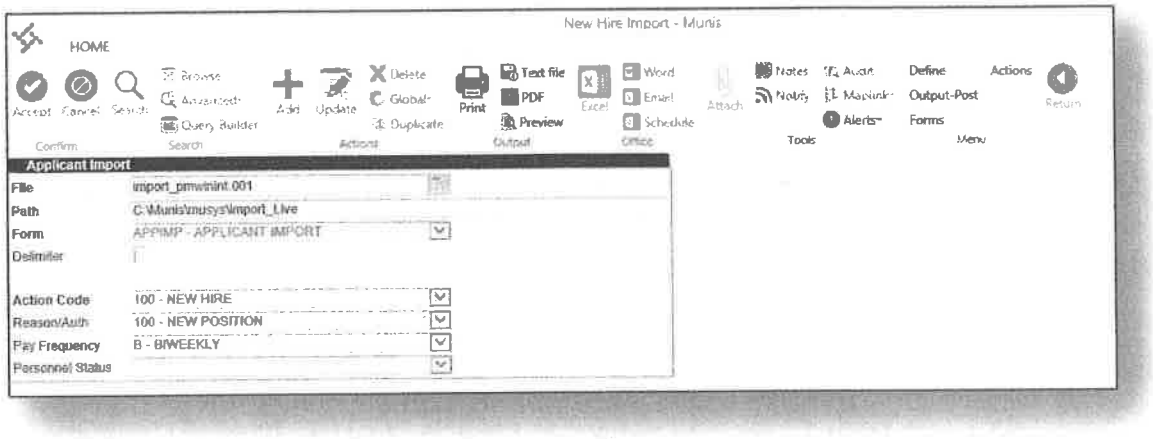
NEOGOV®

What it is:

NEOGOV HR software automates the entire hiring and performance evaluation process, including position requisition approval, automatic minimum qualification screening, test statistics and analysis, and EEO reporting. NEOGOV provides Applicant Tracking, Onboard and Perform applications.

How it works:

Munis has experience interfacing with NEOGOV, including via a flexible new hire import program which is designed to integrate with third party applicant tracking systems. This import program allows the user to import a file containing new hire information directly into Munis, which will create a personnel action in Munis for each applicant that is hired.



The New Hire Import program also provides import/export capabilities to interface with some payroll processing vendors such as ADP.

Benefits:

Provides seamless integration so the HR team can remain fully automated. In summary using NEOGOV with Munis:

- Enhances the process for the HR staff
- Automates the process, saving time and reducing the amount of manual paperwork
- Helps manage the applicant process

Telestaff™

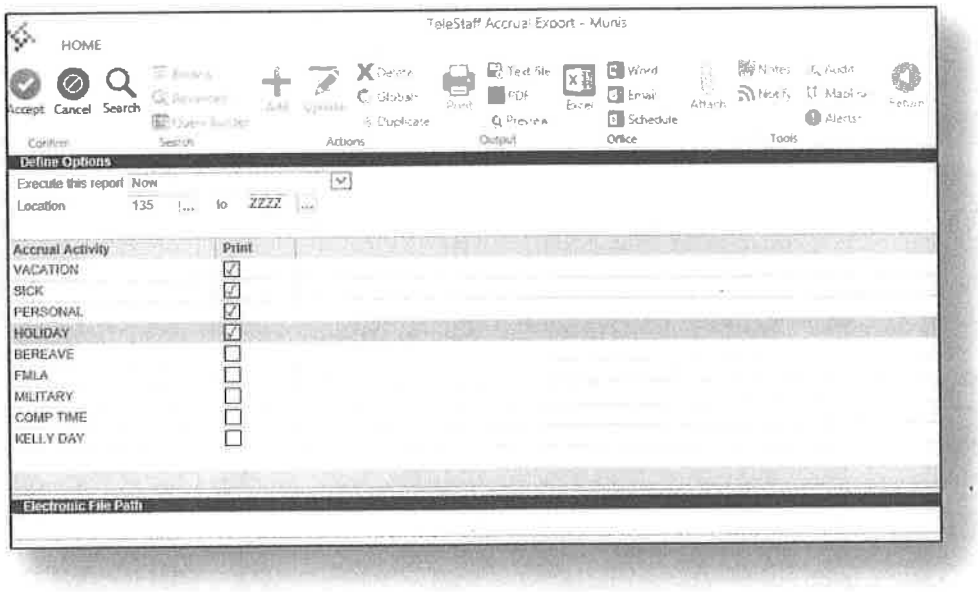
What it is:

Kronos® Workforce TeleStaff is an automated scheduling solution for public safety organizations. It's part of the Kronos Workforce Central® suite and enables the site to perform scheduling, communications, and deployment of public safety personnel and other critical resources.

How it works:

Within Munis, the TeleStaff Accrual Export program works off the currently active payroll, and is available on the End of Period Exports menu. The export uses the period summary records for the currently active payroll and the accrual entries for the same payroll to produce an export file including:

- Employee Number
- Location Code
- Accrual Description
- Hours Earned during the payroll



This program creates a .csv file of employee accrual data by payroll period for export. There is an accompanying report which includes the following:

- Employee Number
- Employee Name
- Accrual Description
- Beginning Balance
- Hours Used in the payroll

- Hours Earned in the payroll
- Ending balance after the payroll
- GL Org information

Benefits:

Users benefit from timekeeping and scheduling, importing this information directly into Munis for seamless management of Payroll and HR functions. The export user interface allows for:

- Scheduling the export, running interactively or running in the background.
- Selection of a range of locations. The range is applied to the period summary records. Only records with a location that falls within the location range will be included.
- The export also allows selecting the accrual types to include.
- The settings are saved between report executions.

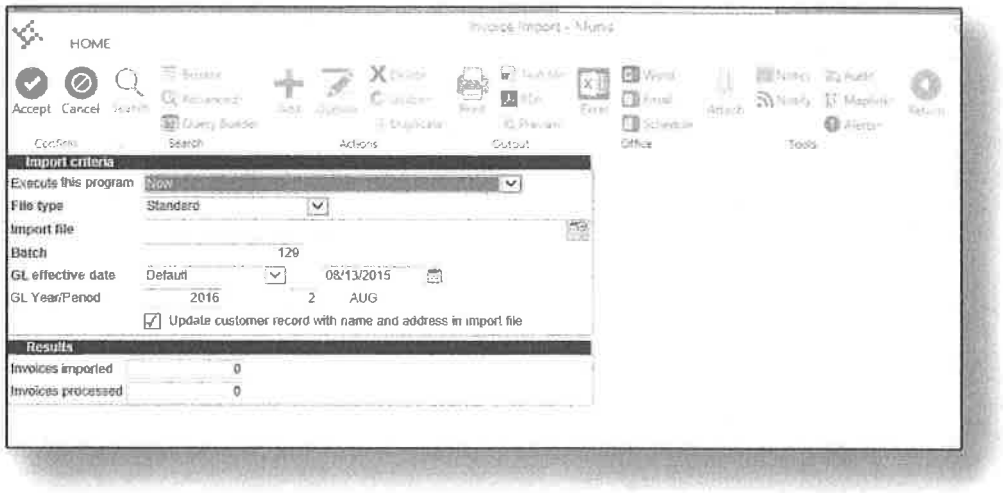
WasteWORKS®

What it is:

WasteWORKS products are designed to provide timely and accurate data necessary to manage your waste facilities.

How it works:

WasteWORKS is used at the City of Las Cruces landfill to record the weight of vehicles going into the landfill and coming out. A procedure runs daily to create the cash deposit Journal Entries to import into Munis. A procedure runs monthly to create General Billing invoice records that are imported into Munis.



This GB Invoice Import functionality provides the ability to specify a Munis customer #, or use the customer name/address information provided in the file to look for a matching customer record (CID).

Benefits:

According to Las Cruces, WasteWORKS connects to the landfill scales, tracks the type of material being dumped or picked up, and calculates fees. CIDs in Munis match CIDs in WasteWORKS, and when a new customer wants to be able to charge their landfill fees, a new record is created in both Munis and WasteWORKS.

Overview of Standard Munis GL Imports

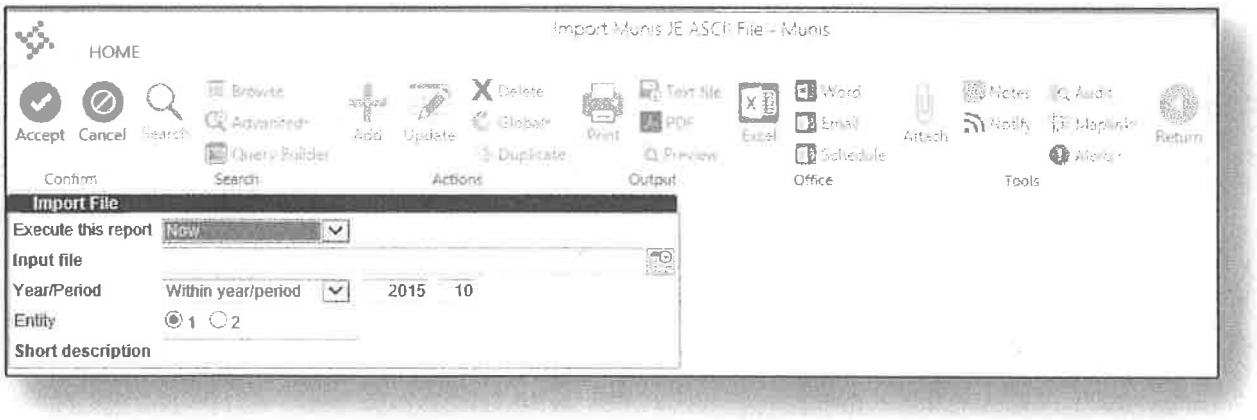
Munis General ASCII Journal Import

The **GL Journal Import** program creates new journals using data from an imported ASCII file. It's protected via Munis menu restrictions, can run "now" or scheduled to run at another time (e.g., after hours), and stores and retrieves the options for the last time the current user ran the program. Depending on the program's settings and/or user's role-based permissions, he or she may have the option to override default years or periods, allow entry to and verify all project fields, and use the default year for new journals.

When running the program, users choose whether the account should be substituted with the Munis cross reference value. Available formats are:

1. Standard Import Format
2. Budget Import Format
3. Standard Long Account Format
4. Standard (Multiple Journals)
5. Import JE ASCII File (Faster Import) Format
6. Budget Long Account Format

E. Standard Excel Import Format



Usage

ASCII files are chosen by the user and imported into Munis. The most common formats, 1, 3, 4, 5, 8 and 'E' are described on the following pages. Formats 2, 6, 7, 9, and 'P' are site specific and not recommended to be used.

Import formats revised 4/12/2010

1. Standard Import Format

Field Name	Positions	Type	Comments
Org	1-8	Char	Account org
Object	9-14	Char	Account object
Project	15-19	Char	Account project - The org, object, project represent a unique account within Munis.
Cross reference account or space	20-54	Char	If the MUNIS org-object-project is not going to be used then a cross reference account can be used, provided the MUNIS cross reference table is populated to match the value entered to the MUNIS org-obj-project.
Comment	55-84	Char	Comment/description of the journal line
Reference 2	85-94	Char	Ref2 of journal
Reference 3	95-106	Char	Ref 3 of journal
Debit or Credit	107	Char	D for debit or C for credit. Will be a space for encumbrance transactions
Gross Amount	108-120	Integer	Decimal point is not included and must be inserted or the amount must be divided by 100
Encumbrance Debit or Credit	121	Char	Space unless the line is an encumbrance journal in which case value will be D or C.
Encumbrance Gross Amount	122-134	Integer	Space unless the line is an encumbrance journal in which case value will be D or C.
Allocation code	135-139	Integer	Space
Transaction type	140-140	Char	"A"
Project String Type	141-141	Char	E for expense strings, F for funding strings
Project String	142-184	Char	2-4 segments separated by the delimiter character

Sample Layout

```
2000222249000          COMMENT FIELD      REF2    REF3    D    11122D    0000    AE1234-2010
-2010-2010
01    10100          COMMENT FIELD      REF2    REF3    C    11122D    0000    A
```

Sample Layout (Encumbrance)

```
2000111160100          COMMENT FIELD      REF2    REF3    D    00000D    11110    E
2000111160200          COMMENT FIELD      REF2    REF3    C    00000D    11110    E
```

*2. **Budget Import Format.***

Field Name	Positions	Type	Comments
Org	1-8	Char	Account org
Object	9-14	Char	Account object
Project	15-19	Char	Account project - The org, object, project represent a unique account within Munis.
Cross reference account or space	20-54	Char	If the MUNIS org-object-project is not going to be used then a cross reference account can be used, provided the MUNIS cross reference table is populated to match the value entered to the MUNIS org-obj-project.
Comment	55-84	Char	Comment/description of the journal line
Reference 2	85-94	Char	Ref2 of journal
Reference 3	95-106	Char	Ref 3 of journal
Debit or Credit	107	Char	D for debit or C for credit. Will be a space for encumbrance transactions
Gross Amount	108-120	Integer	Decimal point is not included and must be inserted or the amount must be divided by 100
Encumbrance Debit or Credit	121	Char	Space unless the line is an encumbrance journal in which case value will be D or C.
Encumbrance Gross Amount	122-134	Integer	Space unless the line is an encumbrance journal in which case value will be D or C.
Allocation code	135-139	Integer	Space or a MUNIS allocation code
Transaction type	140-140	Char	"B"

Sample Layout

2000111160100	COMMENT FIELD	REF2	REF3	D	11122D	0000	B
2000111160200	COMMENT FIELD	REF2	REF3	C	11122D	0000	B
0113100252100	BUDGET TRANSF	REF2	REF3	D	500000D	0000	B
0113100254000	BUDGET TRANSF	REF2	REF3	C	250000D	0000	B

3. Standard Long Account Format

Field Name	Positions	Type	Comments
N/A	1-19	Char	Space
Cross reference account or space	20-54	Char	If the MUNIS org-object-project is not going to be used then a cross reference account can be used, provided the MUNIS cross reference table is populated to match the value entered to the MUNIS org-obj-project.
Comment	55-84	Char	Comment/description of the journal line
Reference 2	85-94	Char	Ref2 of journal
Reference 3	95-106	Char	Ref 3 of journal
Debit or Credit	107	Char	D for debit or C for credit. Will be a space for encumbrance transactions
Gross Amount	108-120	Integer	Decimal point is not included and must be inserted or the amount must be divided by 100
Encumbrance Debit or Credit	121	Char	Space unless the line is an encumbrance journal in which case value will be D or C.
Encumbrance Gross Amount	122-134	Integer	Space unless the line is an encumbrance journal in which case value will be D or C.
Allocation code	135-139	Integer	Space
Transaction type	140-140	Char	"A"
Account type	141-141	Char	E, R, or B
MUNIS Full Account	142-196	Char	MUNIS Full account expressed as segmented string rather than org, object, project.
Project String Type	197-197	Char	E for expense strings, F for funding strings
Project String	198-240	Char	2-4 segments separated by the delimiter character

4. Standard Account Format (Multiple Journals)

This format allows for multiple journals to be imported, each of which will be assigned different journal numbers. There are header lines and detail lines.

Header record:

Field Name	Positions	Type	Comments
Header or Detail indicator	1-1	Char	"H"
Journal reference 1	2-7	Char	Ref 1 field
Short description	8-19	Char	Ref 4 field
Fiscal year	20-23	Integer	Fiscal year of the journal
Fiscal period	24-25	Integer	Fiscal period of the journal e.g. 01, 10, 12
Effective Date	26-33	Date	MMDDYYYY

Detail Record: Sample Layout

```
Hrefer1reference2xx20080803132008
D2000111112345612345          COMMENT FIELD        REF2    REF3    D    11122     0000   A
D2000111152000                COMMENT FIELD        REF2    REF3    C    11122     0000   A
          E1234-111-111-1111
D2000111152700                CASH RECEIVED        REF2    REF3    D    15000     0000   A
          E1234-111-111-1111
D2000111154400                CASH RECEIVED        REF2    REF3    C    15000     0000   A
          E1234-111-111-1111
Hrefer1reference2xx20080803132008
D2000111112345612345          COMMENT FIELD        REF2    REFT    C    11122     0000   A
D2000111152000                COMMENT FIELD        REF2    REFT    D    11122     0000   A
D2000111152700                CASH RECEIVED        REF2    REFT    C    15000     0000   A
D2000111154400                CASH RECEIVED        REF2    REFT    D    15000     0000   A
```

5. Import JE ASCII File (Faster - imp_type = 6)

A new import type, "Faster Import Format", will be created based off the following import format. This new format will allow for one journal to be created including a detail record for each record in the file.

File format

Fleet Maintenance GL Interface (from FASTER System)						
Data Element	**Data Description**	**Data Type**	**Positions**	**Length**		
Record Type Code	**D**=Diesel Fuel, **G**=Gasoline, **L**=Labor, **M**=Miscellaneous, **P**=Parts	Alpha	1-1	1		
Sublet Indicator	**Y**=Yes, otherwise blank	Alpha	2-2	1		
Transaction Date	(yyyymmdd)	Numeric	3-10	8		
Responsibility Code (MUNIS org code)	From Equipment Master	Numeric	11-18	8		
Program Code (MUNIS project code)	From Equipment Master	Numeric	19-23	5		
Debit Dollar Amount	2 decimals included	Numeric	24-34	11		
Credit Dollar Amount	2 decimals included	Numeric	35-45	11		
Fuel Tank Number	Fuel Transactions only, otherwise zero	Numeric	46-47	2		
Future Use	not used	Numeric	48-58	11		
Future Use	not used	Numeric	59-69	11		

<u>For each debit transaction</u>:

Amounts will come from the Debit Dollar Amount field in the file. Debit and credit amounts will be for the same amount making a balanced entry.

A. The MUNIS debit journal line will be based on the combination of the following fields:

Record Type Code + Responsibility Code + Program Code

A lookup in the MUNIS GL Account X-Reference table will be done to find the corresponding MUNIS account

(ORG/OBJ/PROJECT) based off the combined fields.

1. The Record Type Code description + Fuel Tank Number will be used to populate the journal line description.

(if the Record Type Code is equal to "D", "Diesel Fuel 32" will populate as the description)

2. The effective date will be the transaction date.

B. The MUNIS credit journal line will be based on the combination of the following fields:
Record Type + Fuel Tank Number + Sublet Indicator
A lookup in the MUNIS GL Account X-Reference table will be done to find the corresponding MUNIS account
(ORG/OBJ/PROJECT) based off the combined fields.
1. The Record Type Code description + Fuel Tank Number will be used to populate the journal line description.
(if the Record Type Code is equal to "D", "Diesel Fuel 32" will populate as the description)

2. The effective date will be the transaction date.

For each credit transaction:
Amounts will come from the Credit Dollar Amount field in the file. Debit and credit amounts will be for the same amount making a balanced entry.

A. The MUNIS credit journal line will be based on the combination of the following fields:
Record Type Code + Responsibility Code + Program Code
A lookup in the MUNIS GL Account X-Reference table will be done to find the corresponding MUNIS account
(ORG/OBJ/PROJECT) based off the combined fields.
1. The Record Type Code description + Fuel Tank Number will be used to populate the journal line description.
(if the Record Type Code is equal to "D", "Diesel Fuel 32" will populate as the description)

2. The effective date will be the transaction date.

B. The MUNIS debit journal line will be based on the combination of the following fields:
Record Type + Fuel Tank Number + Sublet Indicator
A lookup in the MUNIS GL Account X-Reference table will be done to find the corresponding MUNIS account
(ORG/OBJ/PROJECT) based off the combined fields.
1. The Record Type Code description + Fuel Tank Number will be used to populate the journal line description.
(if the Record Type Code is equal to "D", "Diesel Fuel 32" will populate as the description)

3. The effective date will be the transaction date.

For each Parts Markup:
All transactions having a Record Type Code equal to "P" will be marked up by 5%. This amount will be included in the debit/credit amount for the journal line. A note 'Parts Markup 5% - ($##,###.&&)' i.e. "Parts Markup 5% - $10.00) will be appended to the line description.

6. Budget Long Account Format (imp_type = 8)

Account type	141-141	Char	E, R, or B
MUNIS Full Account	142-196	Char	MUNIS Full account expressed as segmented string rather than org, object, project.

E. Standard Excel Import Format:

This format will process a single journal from an excel file with the following columns.

Org	Object	Project	Full Account	PA Type	PA String	Comment	Transaction Type Debit or Credit	Gross Amount

A successful, error-free Pre-Edit must be completed on the input file prior to import.