

**VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
GERMANTOWN, WI 53022**

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD		
DATE AND TIME:	<u>MONDAY, NOVEMBER 15, 2021</u>	<u>7:00 p.m.</u>	
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road		

NOTICE: Pursuant to the recommendations of the Centers for Disease Control and Prevention concerning the prevention of COVID-19 infections, any member of the body and/or citizen may also attend the meeting virtually through the WebEx platform, Meeting #: 2554 966 5591 Password: gXcBB4F2gV9 which can be accessed by phone at 408-418-9388 or by logging on at <https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m5dae58165c79bedafdb86c5ab10f0706> Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Citizens may also view the meeting by live broadcast on Spectrum Cable Channel 25 or the livestream on the Village's website.

Previously recorded Village Board Meeting Videos can be viewed at
https://www.youtube.com/channel/UCOYp0EgELzTCa9X_iCohyhQ.

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT'S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST
COMMITTEE AND DEPARTMENT REPORTS:**
 - A. The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:
- VI. **CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:**
Please be advised per §19.84(2), information will be received from the public. It is the policy of this municipality that there be a three (3) minute time period, per person, with time extension per the Chief Presiding Officer's discretion; be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments. (15 minutes) Written Public Comments should be directed to comments@germantownwi.gov, by 4 p.m. on Monday, November 15.

VII. CONSENT AGENDA:

- A. Approval of Minutes November 1, 2021 Meeting and November 1, 2021 Committee of the Whole Meeting.
- B. Accounts payable/payroll:
 - 1. October 29, 2021 Accounts Payable \$ 271,395.15
 - 2. November 5, 2021 Accounts Payable \$ 357,460.47
 - 3. November 9, 2021 Payroll (Hourly) \$ 180,753.68
 - 4. November 15, 2021 Payroll (Salary) \$ 68,768.94

The following items were forwarded from the **Public Safety Committee** with a unanimous recommendation:

- C. Canine Squad Car Purchase.
- D. Flock Camera Lease.
- E. Promotional Process – Replacement of Vacant Lieutenant Position.
- F. St. Boniface Congregation, W204N11968 Goldendale Road, Temporary Class B Fermented Malt Beer License on March 4, March 11, and March 18 (Lent Fish Fries) and Temporary Class B Fermented Malt Beer and Wine Licenses on January 15 (Spaghetti Dinner 4 – 8 pm) and February 18 (Trivia Night 7-10 pm).

The following items were forwarded from the **Public Works Committee** with a unanimous recommendation:

- G. Mass Meter Installation Project with PMI – Professional Meters, Inc. in an amount not to exceed \$541,230.
- H. Emergency repair of three watermain breaks on Pilgrim Road, payment of D.F. Tomasini invoice in an amount not to exceed \$17,365.
- I. Resolution 33-2021, All way stop at Wausaukee and Freistadt Roads.

VIII. UNFINISHED BUSINESS

- A. None.

IX. PUBLIC HEARINGS:

- A. 2022 Village of Germantown Budget and 2021 Tax Levy.

X. NEW BUSINESS:

- A. **Resolution 34-2021**, Resolution Approving the 2022 Village Budget.
- B. **Resolution 35-2021**, Resolution Approving the Levying of Property Taxes for Village Purposes.
- C. **Resolution 36-2021**, Authorizing the Placement of Special Charges on the 2021 Tax Roll Against Certain Properties.
- D. VFW Post 9202, Waive Temporary Use Permit Fee to Sell Christmas Trees and Wreaths in Parking Lot W156N9666 Pilgrim Road, Hillcrest Center, November 20th – December 24th.
- E. Financial Software Presentation – Tyler Munis.

- F. Report on well 12 construction.
- G. Broadcast of Meetings on Channel 25.
- H. Ordinance 12-2021, Repealing and Recreating sections 1.43 and 1.46 of the Village of Germantown Code of Ordinances Relating to the Establishment of Trustee Districts and Polling Places.
- I. Administrator Performance Review. The Village Board may convene into closed session per Wis. Stats. §19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and may convene into open session to take such action as it deems appropriate.

The next regular meeting of the Village Board will be on Monday, December 6, 2021, at 7:00 p.m.

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For Additional information or to request this service please contact the Village Clerk at (262)250-4740 at least 2 days prior to the meeting.

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
November 1, 2021**

CALL TO ORDER: The meeting was called to order at 7:19 p.m. by President Wolter.

ROLL CALL: Present: President Wolter, Trustees Baum, Hudson, Kaminski, J. Miller, R. Miller, Myers, Neureuther, and Pieper. Also present: Administrator Kreklow, Clerk Braunschweig, Attorney Sajdak, Director Ratayczak, Chief Snow, Manager Hirn, Director Standridge, and Manager Lloyd.

PLEDGE OF ALLEGIANCE:

PRESIDENT'S REPORT:

Village President introduced the Park and Recreation Director Gil Standridge. Director Standridge came to the podium and reported on building on what is already in place.

ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST/DEPARTMENT AND COMMITTEE REPORTS:

The following individuals will be given the opportunity to make announcements of future municipal activities: Village President, Village Board Members, Village Administrator, Village Attorney, Village Clerk, And Department Heads, to include:

Discussion ensued of the upcoming 2050 plan meetings.

The Christmas parade and Candy Cane Run will be on November 13th at the Firemen's Park.

CITIZEN INPUT/PUBLIC APPEARANCE on items not subject to a public hearing:

Carrie Boehlke emailed comments on Lot 38 with Concerns of Water Drainage, Traffic on Elm Lane, and building size. President Wolter read the comments.
There will be a Public Hearing on that for November 8th.

Chris Yatchak of N116W15041 Brownstone Court came to the podium. He commented on thanks and gratitude for the volunteers on Saturday, October 2. The volunteers planted several plants in the Veterans Memorial. Specifically named were the Department of Public Works, Scott Anderson and Johnson Landscaping. Sunday, November 14th, Veterans day will be observed at the Veterans Memorial 11 a.m. to Honor Veterans.

Dan Wing, 494 Olympic Drive, Slinger, came to the podium. He commented on his family well going dry, due to Gehls Well. He commented on the well going deep and taking care of the radion. The well was dug shallow to save money. The Reflections Village dug a deep well to protect other wells. He distributed an article from the Washington County Insider about the wells in the Village of Richfield. He commented on the use of referendums.

CONSENT AGENDA:

- A. Approval of Minutes October 18, 2021 Meeting.
- B. Accounts payable/payroll:
 - 1. October 15, 2021 Accounts Payable \$ 780,174.78
 - 2. October 22, 2021 Accounts Payable \$ 1,024,618.16

3. October 26, 2021 Payroll (Hourly) \$ 165,725.31
4. October 29, 2021 Payroll (Salary) \$ 65,085.34
- C. The following items were forwarded from **General Government and Finance** with a unanimous recommendation:
 5. CVMIC as the Village Property and Workmen's Comp Insurance.
 6. Village Pay Ranges.

Motion (Myers/Pieper) Consent Agenda items, A-C. Motion carried unanimously.

UNFINISHED BUSINESS:

- A. Ordinance 11-2021, An Ordinance Amending Section 14.09 of the Germantown Municipal Code Relating to Safety Measures for Private Swimming Pools.

Attorney Sajdak introduced and commented on the item. This is for power safety covers of swimming pools in rural areas. Discussion ensued of additional safety provisions in the rural area. Staff continues to believe this is not a correct ordinance.

Motion (Pieper/Baum) to approve Ordinance 11-2021, An Ordinance Amending Section 14.09 of the Germantown Municipal Code Relating to Safety Measures for Private Swimming Pools, without the gray language. Discussion ensued of the rural areas. This includes agricultural zoning district where the minimum lot area is greater than 5 acres a non-temporary.

Motion (Pieper/Baum) to approve Ordinance 11-2021, An Ordinance Amending Section 14.09 of the Germantown Municipal Code Relating to Safety Measures for Private Swimming Pools, exclude the gray language. This includes agricultural zoning district where the minimum lot area is greater than five acres.

Discussion ensued of the pool covers.

Motion failed. Hudson, Kaminski, J. Miller, Myers, Neureuther voted no.

PUBLIC HEARING:

- A. None.

NEW BUSINESS:

- A. Disallowance of Claim Patricia Zancanaro.

This is slip and fall claim from the Senior Center in January. The Insurance has reviewed the claim information and have requested a disallowance of the claim. The disallowance puts an end date to possible action of the claim. The disallowance letter from the property insurance was reviewed.

Motion (Baum/Pieper) to Disallow the Claim of Patricia Zancanaro. Motion carried. Myers voted no.

- B. Village of Richfield Potential Water / Sewer Memorandum of Understanding. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,

Motion (Myers/Pieper) to convene into closed session at 8:07 p.m. and to include the Village Board, Village Administrator, and Village Attorney. Roll Call Vote Carried Unanimously.

- C. Acquisition of Property in the Area of the Intersection of Donges Bay and Wasaukee Roads for a new Department of Public Works Facility. The Village Board May Enter into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate; and,

Motion (Myers/Pieper) to convene into closed session at 8:07 p.m. and to include the Village Board, Village Administrator, and Village Attorney. Roll Call Vote Carried Unanimously.

- D. Director of Public Works retirement agreement. The Village Board May Enter into Closed Session per Wis Stat § 19,85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

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ADJOURNMENT.

ADJOURNMENT: There being no further business, the meeting adjourned at 9:14 p.m.

The next regular meeting of the Village Board will be on Monday, November 15, 2021, at 7:00 p.m.

Respectfully Submitted,
Deanna Braunschweig
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

**VILLAGE OF GERMANTOWN
VILLAGE BOARD MEETING MINUTES
November 1, 2021**

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Deanna Braunschweig
Deanna B. Braunschweig, WCMC/CMC
Village Clerk

BUSINESS OF THE PUBLIC SAFETY COMMITTEE & Village Board
GERMANTOWN, WI

MEETING DATE: November 01, 2021 and November 15, 2021

AGENDA ITEM: Purchase of new 2022 K9 squad

ITEM TITLE: K9 Squad Purchase

SUBMITTED BY: Lt Patrick Merten

SUMMARY EXPLANATION:

One of our current K9 cars is a 2016 Ford Explorer with 114,000 miles. The car has some mechanical issues with it due in part to the amount of idle hours and mileage on the K9 car. The car can not be shut off while the dog is inside of the squad car due to heat during the summer, cold temperatures during the winter and the safety of the dog.

We are asking for approval to purchase a new K9 squad out of the K9 fund account in the amount of \$35,927.00 from Ewald Ford.

ATTACHMENT: ORDINANCE___ RESOLUTION_____ OTHER__X

RECOMMENDATION:

.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Germantown Police Department

Prepared For: Lt. Patrick Merten

262-253-6704

pmerten@germantownpolice.org

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

	MSRP
Base Price	\$40,845.00
Dest Charge	\$1,245.00
Total Options	(\$165.00)
Subtotal	\$41,925.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$5,998.00)
Subtotal Discount	(\$5,998.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$35,927.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$35,927.00

Comments:

2022 Ford Utility Interceptor to the specifications as detailed. Registration fees are not included. Payment terms are net 10 days.

2022 Production Start Up is scheduled to begin early November.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 14231. Data Updated: Jul 12, 2021 11:51:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

Police/Fire

1670# Maximum Payload

GVWR: 6,840 lbs (3,103 kgs)

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps

Tires: 255/60R18 AS BSW

Steel Spare Wheel

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Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)

Exterior

- Spare Tire Mounted Inside Under Cargo
- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Bodyside Cladding and Black Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Auto On/Off Projector Beam Led Low/High Beam Headlamps
- LED Brakelights

Entertainment

- Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
- Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
- Integrated Roof Antenna
- 1 LCD Monitor In The Front

Interior

- 8-Way Driver Seat
- Passenger Seat
- 35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

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Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior	
	Power Rear Windows and Fixed 3rd Row Windows
	Fleet Telematics Modem Selective Service Internet Access
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Carpet Floor Trim
	Cargo Features -inc: Cargo Tray/Organizer
	Cargo Space Lights
	Dashboard Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Systems Monitor
	Redundant Digital Speedometer
	Trip Computer
	Analog Appearance

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Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior

- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Passenger Knee Airbag
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera w/Washer

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 100,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Hybrid/Electric Components Years: 8
- Hybrid/Electric Components Miles/km: 100,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Selected Model and Options

MODEL		
CODE	MODEL	MSRP
K8A	2021 Ford Police Interceptor Utility AWD	\$40,845.00
COLORS		
CODE	DESCRIPTION	
UM	Agate Black	
ENGINE		
CODE	DESCRIPTION	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	(\$3,530.00)
TRANSMISSION		
CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
500A	Order Code 500A	\$0.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
___	3.73 Axle Ratio (STD)	\$0.00
PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

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Data Version: 14231. Data Updated: Jul 12, 2021 11:51:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)

SEAT TYPE		
CODE	DESCRIPTION	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL		
CODE	DESCRIPTION	MSRP
19K	H8 AGM Battery (850 CCA/92-amp)	\$110.00
52T	(DISCONTINUED) Class III Trailer Tow Lighting Package -inc: 4-pin and 7-pin connectors and wiring	\$80.00

ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
21L	Front Warning Auxiliary LED Lights -inc: driver side - red/passenger side - blue	\$550.00
51P	Driver Side Spot Lamp Prep Kit -inc: Does not include spot lamp housing and bulb	\$140.00
59E	Keyed Alike - 1435x	\$50.00
66A	Front Headlamp Lighting Solution -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$895.00
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	\$60.00

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Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)

ADDITIONAL EQUIPMENT - INTERIOR		
CODE	DESCRIPTION	MSRP
17A	Rear Auxiliary Air Conditioning	\$610.00
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	\$0.00
19V	Rear Camera On-Demand -inc: Allows driver to enable rear camera on-demand	\$230.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$25.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	\$340.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
61B	OBD-II Split Connector -inc: Allows up to 2 devices to be connected to the vehicle's OBD-II port	\$55.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$75.00
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	\$45.00
Options Total		(\$165.00)

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Data Version: 14231. Data Updated: Jul 12, 2021 11:51:00 PM PDT.



Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$40,845.00
Total Options	(\$165.00)
Vehicle Subtotal	\$40,680.00
Destination Charge	\$1,245.00
Grand Total	\$41,925.00

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Data Version: 14231. Data Updated: Jul 12, 2021 11:51:00 PM PDT.

**BUSINESS OF THE PUBLIC SAFETY COMMITTEE & VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: November 1st, 2021 and November 15, 2021

AGENDA ITEM: New Business

ITEM TITLE: FLOCK Cameras

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

The Department had received permission to lease 4 Flock cameras. Since that time our agency had received a grant, part of those funds can be used for surveillance cameras and the Flock cameras would fall under the criteria described in the grant.

We would like to use funds from the grant to lease the remaining 2 cameras that were installed during the demo. We are also looking for approval to lease 4 additional cameras later, once we have had time to evaluate the best options for deployment.

The total grant award is \$41,400. \$16,500 of the grant is designated for the lease of the additional Flock cameras. This would cover the additional cameras and installation.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:

**BUSINESS OF THE PUBLIC SAFETY COMMITTEE and Village Board
GERMANTOWN, WI**

MEETING DATE: November 1st, 2021 and November 15, 2021

AGENDA ITEM: New Business

ITEM TITLE: Promotion

SUBMITTED BY: Chief Mike Snow

SUMMARY EXPLANATION:

The agency is requesting permission to begin the promotional process to replace the Lieutenant position left vacant after the retirement of Lt. Tom Schreihart.

The department does have available funds to cover the expense resulting from the promotion under, 10-521-510-1110, Salaries – Administration.

With a Lieutenant out on extended leave due to an injury and the recent retirement it has been a challenge to meet mandatory supervision requirements.

ATTACHMENT: ORDINANCE_____ RESOLUTION_____ OTHER_____

RECOMMENDATION:

BOARD ACTION:

From: [Adm. Sec. Julie Barth](#)
To: [Deanna Braunschweig](#)
Subject: items for VB
Date: Tuesday, November 9, 2021 12:44:03 PM

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

1. WEATHER SIREN UPDATE – coming back to Public Safety in December under Unfinished Business
2. **CANINE SQUAD CAR PURCHASE** – motion was made/seconded to forward this purchase request to VB with a recommendation of approval for purchase of 2022 Ford Explorer from Ewald Ford for \$35,927 using funds from the K9 account. Motion carried unanimously.
3. PROMOTIONAL PROCESS – coming back to Public Safety in December under Unfinished Business
4. **St Boniface , Temporary Class B Fermented Malt Beer License on March 4, 11, 18 and Temporary Class B Fermented Malt Beer and Wine Licenses on January 15 and February 18** – motion was made and seconded to forward these applications for St Boniface to Village Board with a recommendation of approval. Motion carried unanimously.
5. Next meeting date – Monday, December 6, 2021 6PM

Any questions please let me know.

Julie L. Barth
(262)253-7788
jbarth@germantownpolice.org

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS
COMMITTEE and VILLAGE BOARD GERMANTOWN, WI**

MEETING DATE: November 3rd, 2021 and November 15, 2021

AGENDA ITEM: New Business

ITEM TITLE: Approval of mass meter install proposal

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

The water utility solicited (6) proposals the results are as follows:

- JF Ahem Nonresponsive
- Domer Nonresponsive
- Water Tower Tech Nonresponsive
- William Reid \$875,000.00
- HydroCorp \$310,300.00
- **PMI-Professional Meters, Inc Base bid \$246,816.00**
3605 North Rte. Suite E PO Box 506 Morris, Illinois 60450
Included are ancillary cost of \$96,600(Line freezing), \$144,900(inlet and outlet valve replacements), \$19,320.00(Meter jumpers), valves \$2,994.00 and after-hours leak issues no fault of PMI-\$4,500.00 (30 visits) \$26,100.00 bib flow back flow preventors.

We will see a cost recovery of \$33,810.00 on the amount of \$96,600.00 for line freezing. The inlet and outlet valve replacements of \$144,900.00 is a pass-through cost to the property owners also a pass through will be the ¾" and 1" valves in the amount of \$2,994.00.

Water utility staff is making an estimate for the ancillary items, and we will keep the Committee updated if the project costs go over our recommended not to exceed cost.

ATTACHMENT: ORDINANCE_RESOLUTION _____ OTHER - X _____

RECOMMENDATION:

Staff recommends accepting the base bid of \$246,816.00 from PMI Professional Meters, Inc. to include the ancillary costs for line freezing, valve purchases, valve replacements, meter jumpers and hose bib backflow preventors for a total meter installation cost not to exceed \$541,230.00. Funds to be allocated from Account #50-180-183-3460.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.



PMI

Professional Meters, Inc.
3605 North Rte. 47 • Suite E
PO Box 506
Morris, IL 60450
P: 815.942.7000 • F: 815.941.1091
www.prometers.com

October 4, 2021

Village of Germantown
Attn: Water Superintendent
N112 W17001 Mequon Rd.
PO Box 337
Germantown, WI 53022-0337
phaugen@village.germantown.wi.us

RE Proposal to Provide Water Meter Installation Services for the Village of Germantown, WI

To Whom It May Concern:

Professional Meters, Inc. (PMI) is pleased to provide the Village of Germantown with the following proposal for water meter installation services. PMI understands the scope of work includes implementing a Metron-Farnier Advanced Metering Infrastructure (AMI) system and upgrading approximately 2,900+ water service meters $\frac{3}{4}$ "-1".

PMI is a premier meter installation company that specializes in the turnkey installation of AMR/AMI systems nationwide. Since its inception, PMI has successfully installed over two million AMR/AMI equipped meters and has handled all aspects of a meter upgrade program. Customer service and attention to detail are the cornerstones of our business and remain a primary focus for PMI.

Any questions related to our submittal may be directed to:

PM/ Main Contact
Donald Shuler
Sales Director
don.shuler@prometers.com
260-633-1400

We believe our team's combination of experience and proven track record managing AMI/AMR conversion projects combined with our specific expertise managing indoor-set AMI upgrade projects will provide the Village of Germantown with a reliable, high-quality, and value-added AMI project implementation. Thank you for the opportunity to submit this proposal.

Respectfully submitted,

PROFESSIONAL METERS, INC.

John Cummings, Vice President, 815-405-8558, John.Cummings@prometers.com

Delivering Innovative Metering Solutions Nationwide

Executive Summary

Professional Meters, Inc. (PMI) was founded in 1999 in response to the rapidly growing market for automated meter reading systems for the water, gas, and electric industry. PMI specializes in the turnkey installation of AMR/AMI Systems nationwide. We have installed mobile, fixed, and mesh network systems and have worked with most of the industry's major product manufacturers including Metron-Farnier, Master Meter, Badger, Sensus, Neptune, Elster, Itron, Eaton, Zenner, Honeywell-Elster and Adara. Our history of successful project implementation, state-of-the-art work order management system, and highly skilled management team has made PMI a leading company in the meter installation industry.

PMI has demonstrated its ability to handle every aspect of a utility meter replacement program. Our experienced and knowledgeable management staff is expertly trained in upgrading meter services. PMI manages the entire process from initial customer education to automated data integration into the utility's billing system. PMI has upgraded over 2 million metered services since it was founded. Additionally, PMI has its own in-house Call Center based out of company headquarters in Morris, Illinois.

PMI runs a Customer Communication Center located in our corporate office in Morris, Illinois, with operations including customer notifications, customer communications, crew scheduling, and dispatching. Each project is assigned a dedicated toll-free number for customers to ask questions concerning the project or report problems concerning installations.

PMI's best in class proprietary work order management system includes a proven and successful track record of accurately tracking installation data and seamlessly delivering that data to the customer's billing system/CIS. Installation data, including pictures, is posted on a near real-time basis to our intuitive password protected web-based project portal. We have integrated our project portal with most manufacturer's meter reading software enabling users to access daily read reports and overall network performance via the PMI project portal. The PMI project portal is a highly customizable, proven system for managing large-scale utility meter change out programs.

PMI has managed every type of mass meter project including inside-set and appointment jobs, meter pit jobs, and specialized plumbing jobs. In past projects, our installers have performed simple meter exchanges, new meter cut-in work, and plumbing repairs or modifications such as installing new meter pits, valves, adapters, re-plumbing and more. We have utilized both union and non-union labor forces and have experienced installers on every meter project. PMI has worked nationwide and is mindful to the specific needs of every utility. The variety of projects and types of customers we have performed work for has allowed us to create a management approach that is scalable to the needs of every mass installation program.

Similar Experience

PMI has successfully completed dozens of projects that are similar in the scope and magnitude of this project. Similar projects include:

Delivering Innovative Metering Solutions Nationwide

Project	Owner	Contact	Email	# Meters Installed
Allen Park, MI	Etna Supply	Al Weber, Municipal Division Manager	aweber@etnasupply.com	9,000
Elmhurst, IL	Siemens	Erin Perry, Sr. Project Manager	erin.perry@siemens.com	13,500
Ravenna, OH	City	Michael Reynolds, Utility Billing/Meter Supervisor	Mike.Reynolds@ravennaoh.gov	6,000

Work Plan and Approach

Close communication and coordination are essential to the successful implementation of a project such as this. Throughout the project, it is critical that data be accurately integrated into the utility's billing system, billing exceptions and data exceptions quickly reconciled, and problems quickly remedied. PMI establishes a dedicated web-based project portal for each project it performs. The project portal displays information that is easily accessed and updated on a near real-time basis showing installation progress, appointments scheduled, problems encountered, out reads for meters, and a full complement of installation related data that is available through our password protected site. Key to this system is easy access to a series of photographs that are integral to our quality assurance program.

PMI will work closely with the utility to develop an installation sequence using routes and billing operations for executing the project. A unique project plan and schedule will be created that considers project planning, project set-up, project phases, and clean-up. Utility specific details such as black-out periods and product delivery dates will be factored into the overall schedule.

Installation progress will be reported via our project web portal and will include hyperlinks to easily view reports:

Water Summary by Mailing Zone									
Zone	Type	Total in Zone	Complete	Incomplete	RTU	Scheduled	Other	Completion Rate	Fire
<u>1A</u>	WTR	638	<u>24</u>	<u>503</u>	<u>0</u>	<u>110</u>	<u>1</u>	3.76	-
<u>18</u>	WTR	792	<u>69</u>		Q	<u>11</u>	◆	8.80	<u>98</u>
J	WTR	1050	<u>517</u>	111	1	<u>248</u>	Z	49.56	<u>20</u>

PMI will dedicate an experienced Project Manager, Data Manager, and Field Manager to ensure consistency throughout the life of the project. The Project Manager will be the primary contact person for correspondence between the utility and PMI and will be responsible for the successful execution and completion of the installation activities. The Data Manager will set up the project portal and field deployed handheld computers and oversee implementation of an extensive quality control program that includes 100 percent photo review and data check for all installations. The Field Manager is on-site for the duration of the project and hires and manages local installers, tracks inventory, and troubleshoots field issues.

Installation Approach

Delivering Innovative Metering Solutions Nationwide

PMI has developed a formal training program for all meter installers that encompasses personal safety, proper equipment operation, and good driving skills. In addition to work order and field installation training, training is provided on customer service, meter reading, revenue protection, product, work order systems, basic metering, and project-specific requirements. All technicians receive classroom and one-on-one onsite training with a seasoned PMI technician. New installers will remain under the supervision of the trainer for a two-week period, and random field quality audits will be performed on approximately 5% of installations thereafter.

All production is validated by our specialized quality control technicians with our processes exceeding limits set within the contract specifications. Project managers and field managers monitor every technician's daily production for error rates, keying errors, time lapses and overall quality. Any installer making repeated errors will be re-trained or removed from the project. Our program ensures all employees are being trained by our experts with the latest technology and with the proper OSHA safety regulations - regardless of the type of meter installation.

PMI will equip each installation crew with the tools, data collection devices, and miscellaneous supplies needed to successfully complete a given meter installation. All vehicles are company owned and clearly labeled with a PMI logo. Installers wear high visibility uniforms with PMI logo and `ture_ID`.



All installation data is collected electronically via our proprietary iOS-based Installation Field Tool app. All data collected ranging from installation data, quality control data, photographs, and GPS coordinates are seamlessly collected and posted to the project web portal on near real time basis. Installation data will undergo a series of quality checks and *one hundred percent photo review* before being released to Utility for electronic upload to the billing system.

Field Managers will divide up scheduled accounts in each route to installers. During the daily morning briefing, installers are issued their work orders for the day and are assigned a vehicle with appropriate equipment for the targeted work orders. Installers then proceed to the designated locations.

PMI Field Tool preloads every handheld with a work order for each targeted installation and all pertinent existing meter data is available to the installer at the time of installation. Each account is assigned a unique "PMI" number for identification. When the installer arrives at a location and inputs a PMI number, they will be prompted to verify they are at the correct location:

< Install Page 1 Navigate Next

PMI Number

9307

Address

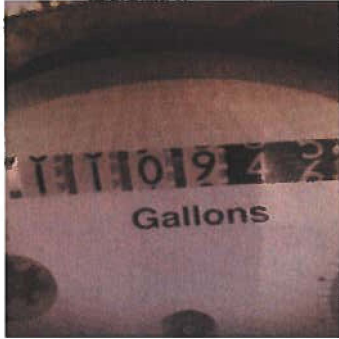
3034 THOMPSON AVE

Is this address correct?

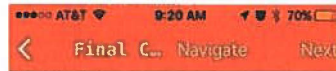
YES

NO

PMI Field Tool uses simple, direct instructions to gather project-specific information. PMI's Field Tool workflow is completely customizable and virtually any data field can be collected during the installation process:

Enter out Read of Old Meter 1109 Get Photo of Out Read 	Incoming Pipe Size Select ... 1/2-inch 3/4-inch 1-inch Pipe Type Copper PVC Galvanized Lead
--	---

PMI's Field Tool serves as both a collection device for new installation data as well as a quality tracking tool. A series of QA/QC questions are collected at the end of every installation:



Flow Direction Correct?

YES NO

Found OFF/uft OFF - Found ON/Left ON

YES NO

Connection Water-tight?

YES NO

Work Area Clean?

YES NO

PMI's WOMS has the capability of tracking installers throughout the day using GPS technology, giving managers and Utility personnel access to where crews are working on any given day. Each crew is labeled with a specific identification number and their progress can be viewed live on a Google maps interface presented on the PMI Project Portal:



Notifications/Customer Response Plan

PMI is committed to providing customer service to the highest standards. The key to the success of our team is the thorough knowledge of customer response procedures and training on job-specific details. All team members are trained to deliver excellent customer service by responding to our customer's needs and requirements in a timely, courteous manner.

PMI maintains an internal Call Center staffed with trained customer service representatives (CSR's). Each CSR assigned to a specific project will be trained with job specific details and FAQs to answer customer complaints or concerns. Each project is assigned a dedicated toll-free number for customers to ask questions or report problems concerning installations. The Call Center offers English and Spanish languages and 24/7 emergency contact to address customer concerns. Our CSR's and managers are trained to resolve any issues to a high standard within set time scales.

In the event a customer calls with a concern, it is logged against the work order. The issue is recorded and automatically forwarded to the installation manager for resolution. The Field Manager will be deployed to the location to investigate. Once the initial investigation is completed and documented, a claim summary will be filed. A resolution report will then be

generated and appended to the work order and made available to the utility for review. All Problem Logs with resolution status will be offered in a report on the project web portal for utility access.

Complaint Log

Export to Excel

New	ID	PMI No	Name	Address	Report Date	Status	Complaint	Resolution
	84	27924	HAMSTRA DONALD W & JOYCE E	937 S KENT AVE	3/31/2018	Resolved	Customer called to report small leak near meter.	JW met w/ the owner and found a very small drip at the meter coupling. Tightened meter coupling and did not see drip after several minutes.

Many successful projects PMI has managed in the past offered educational material describing the overall program to the customer base prior to commencing meter installations. PMI has assisted utilities in developing appropriate information to include in press releases via mailings or social media. Other assistance includes updating the utility website with program information, information on what the customer can expect pre- and post-installation, and FAQs. Educational materials can include pictures or a short video showing a typical installation, vehicle (with logos), typical installer (with uniform), and finished installation (meter and module).

Water meters located indoors will require an appointment to gain access to the existing meter. PMI will work with the utility to develop a sequence for executing these projects. However, it is assumed that PMI will be allowed to mail at a rate to ensure that appointment volume is such that all installation crews are kept fully busy.

PMI will send up to three postcards to each targeted meter account while attempting to schedule an appointment. Targeted meter accounts that do not respond to these mailings or do not show-up to a scheduled appointment will be returned to the utility. If the utility is able get the water customer to schedule an appointment, PMI will return and install a new meter/transmitter. PMI will work with the utility to develop the language for the three notices. It is strongly suggested the language becomes increasingly firm citing possible shutoff or surcharges should the customer not respond. Notification "sent dates" and response rates will be documented and presented on the project web portal.

**[UTILITY] MANDATORY WATER METER UPGRADE
Service Notice**

Professional Meters Inc. (PMI), a contractor for [Utility], will be upgrading water meters as a step toward a more modernized water metering system which will help our community to better manage our water resources.

The mandatory water meter upgrade is at no cost to the customer. An appointment will need to be scheduled to replace the water meter.

- Someone age 18 or older must be present during the installation which usually takes about 30 minutes during which time the water will be shut off.
- The water meter is typically located inside, near the main water shut-off valve. The meter needs to be accessible to the installer.

To schedule an appointment, call PMI toll free at 1-XXX-XXX-XXXX.

Online scheduling available at www.ScheduleMyMeter.com



Se Habla Español



For answers to frequently asked questions regarding your new automated meter, please visit www.xxxxx.gov or contact [Utility] at 1-XXX-XXX-XXXX.

The call center will field calls from customers who have received a postcard in the mail notifying them of the intent to upgrade their meter. For scheduled installations, the call center operator will match a time that is convenient to the resident and that also coincides with an installation crew in that area. Typically, appointments are scheduled within 2-hour time windows (for example 8-10 AM on Tuesday or 2-4 PM on Thursday). PMI will also work to accommodate specific requests from customers within this time window such as "could you come as early as possible." For customer convenience, PMI also offers web-based appointment scheduling. Appointments will be offered during business hours from 8 until 5 PM Monday through Friday. For businesses to maintain normal working hours without water disruption, PMI will accommodate commercial accounts by scheduling the meter exchange during evening or weekend hours, if approved by Utility.

PMI Data Management Plan

PMI uses a proprietary Installation Tracking System (PMITS) for managing, collecting, and tracking field data. The PMITS will serve as the central repository for all installation data collected throughout the project. A web-based interface will be developed allowing project personnel password protected access to a wide variety of project tracking statistics, installation data, problem logs, inventory tracking systems, and progress reports. PMI WOMS has a number of established reports that have been used for accurately tracking the progress and quality of installations. Below is a list of the most commonly used reports within the WOMS.

- Missed read report: PMI requires a daily read file from the AMI system. PMI compares installation data against the daily read file for a quality check to make sure the previous days installations are successfully reporting into the system. In the event a meter is not reporting successfully after installation, a troubleshooting crew will be sent to the location to investigate.
- Install report: a list of all installed meters and associated serial numbers and readings.
- Daily install report: a high-level view of quantity of installations for the day.
- Weekly Install report: a high-level view of quantity of installations for the week.
- Install Detail: a detailed view of the individual work order to include a historical tracking of the new meter readings, pictures of the install, old and new serial numbers, GPS with map of location, installation notes, call center notes, and all utility-provided information regarding the account.
- Upload Summary: a list of all accounts ready for upload into UBS.
- Invoice Backup: a list of all accounts ready for invoice.
- Photo Review: a tool used by customer to grade the quality of photos taken in the field.
- Error Summary: a listing of all meters that did not pass the initial error checking process and photo review.
- Bad read report: a list of accounts where the reading did not meet the high/low consumption criteria.
- Serial number mismatch: a list of meters where the found serial number did not match the serial number provided by the Utility.
- Additional reports can easily be created and posted to the project portal for Utility use on an as-needed basis.

A given installation record can quickly be found using the search function or clicking a hyperlink from a variety of locations throughout the web portal:

Account Information

PMI Number: 22565	Account Number: 24210	Account Type: WID
Location Code: 24210	Customer Code: 24210	Zone: 15
Name: WYATT, R W	Address: 2307 CLIMBERLAND AVE	Job Type: Install
Phone1: 854-406-6900	Phone2: 854-406-6900	Status: Install

Appointment Information

Scheduled Date: 1/12/2017	Scheduled Time: 10:00 AM
------------------------------	-----------------------------

Install Information

Install Date: 1/12/2017	Out Read: 115	Old Meter: 158625
Outside Read: 0	High Flow Read: 0	Low Flow Read: 0
Meter Size: 3/4-inch	Meter: 81406690	Transmitter: 85241094
Lid Type: Standard	Install Notes: New installation	
Installed By: J. Martin	Latitude: 33.891210	Longitude: -80.534236

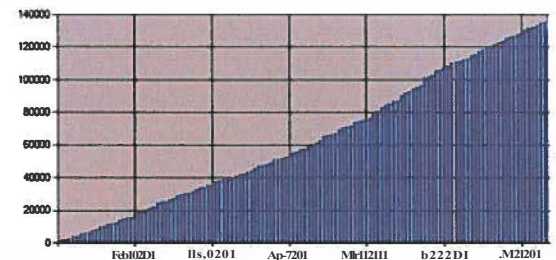
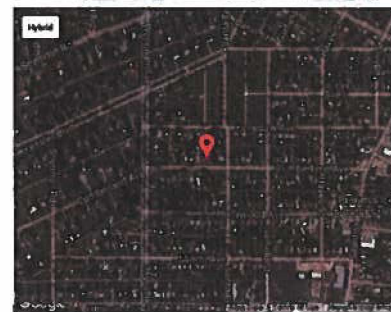
Current Head:
115.0000

Current Read Oil:
115.0000

Upload:
: IVOICX:

Install Records

PMI No	Time Stamp	Isle To Install	Install Disposition	Serial Number	Meter	Transmitter	Install Date
22565	1/12/2017	L			81406690	85241094	J. Martin
22565	1/12/2017	Y			81406690	85241094	J. Martin



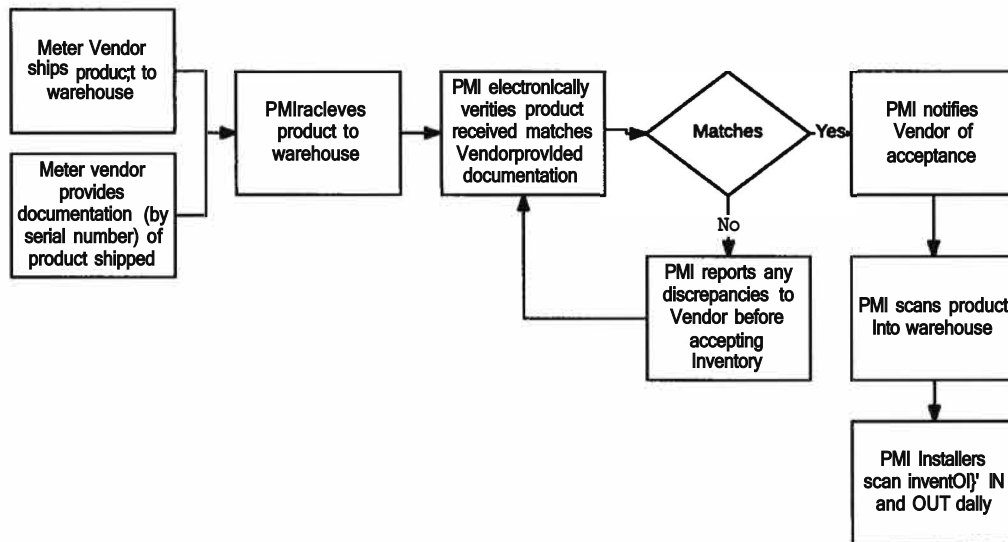
PMI No	Time Stamp	Isle To Install	Install Disposition	Serial Number	Meter	Transmitter	Install Date
22565	1/12/2017	L			81406690	85241094	J. Martin
22565	1/12/2017	Y			81406690	85241094	J. Martin

PMI's portal can interface with the meter reading software and a daily read will be posted to each work order in both a tabular and graphical format (as shown above).

Inventory Tracking

PMI uses a very robust industry leading inventory control process. The process begins with a factory file provided by the manufacturer listing all serial numbers shipped to the yard. As PMI begins to take possession of the meters and endpoints, they are barcode scanned into PMI inventory creating a "stock" inventory. Each day, meters and endpoints are taken from

"stock" and scanned into each installation vehicle creating a "rolling" inventory. As the meters are installed, the serial numbers are quality checked against PMI inventory file. At the end of the day, meters and endpoints are scanned back into stock inventory and a final reconciliation of daily rolling, installed meters, and stock inventory is calculated. If there is a discrepancy in the rolling, stock and calculated inventory, a report is generated for the field manager to reconcile.



Quality Control

Due to PMI's high standards for its production team, a stringent quality assurance and quality control (QA/QC) program has been established. PMI has specialized quality assurance technicians assigned to every project. All projects begin with 100 percent verification of every installer's work for the first two weeks of production. Error rates are tracked electronically through our data verification process. If a technician's error rate falls below the standard, the technician is retrained for an additional period. PMI provides consistent and strict quality verification for the remainder of the project using retraining and corrective actions as appropriate. These standards have earned PMI an outstanding quality performance record.

The hallmark of our company is our ability to rapidly deploy new meter reading systems while simultaneously collecting and transmitting the highest quality installation data. We believe the proprietary systems we use to collect and scrub installation data results in our customer's being delivered unparalleled installation data quality.

PMI takes a series of installation photos during the installation process. A pre-installation photo, old meter reading photo, old serial number photo, new meter and transmitter photo, completed installation photo, and a final photo of the site with the transmitter mounted. All installations are photo reviewed and compared against the data collected to ensure quality installation and a final clean worksite.

If available, PMI uses the AMI daily read file to compare installation records against the network reporting reads. This confirms the serial number combination for meter/transmitter, verifies the meter is not in a reverse flow condition, and that the setup and binding message was properly received. PMI uploads to daily read file to its work order management system to

present read data directly on the project portal, enabling our team to track missed and stale reads and remedy any read issues efficiently.

Reading Rate						
Total	Good	No Read	Bad Read	Stale	Unable	Read Rate
7858	7664	141	0	53	0	97.53

Using PMI's advanced data reconciliation techniques, we can drastically reduce the number of mistakes in the field before it is entered into the Billing System. All installation data is subjected to quality control checks including:

- Job Type verification
- Premise verification
- Mistyped/scanned meter and transmitter numbers
- Meter/Transmitter pair verification
- GPS location verification
- Size verification
- Read verification

If an installation record is flagged by one of the automated quality control checks, the installation record is presented to the Field Manager for resolution on an Errors Summary report. The Field Manager is responsible for investigating the errors and creating a "Field Note" associated with the work order with a resolution to the error. Each project is assigned Quality Control Technicians with the ability to edit installation data. Quality Control Technicians will use the information in the manager's field note to update the installation data with the correct data prior to upload. The system's redundancies and checks and balances structure ensures that accurate data is uploaded 99.9% of the time.

Additionally, *100% of meter installations are photo reviewed* to ensure proper old read collection, validate old serial number if visible, validate new meter and transmitter numbers if visible and confirm meter and transmitter appear properly installed. The photo reviewer is trained to verify photo quality and content and error rates are tracked electronically on the web portal. Any installation failed by the photo reviewer will be presented in a Photo Fail Summary report to the Field Manager who *must* review installation record prior to approving for upload.

Photo Fail Summary

Note's For Photo Reviewer						
#	id	Project	Project Note	Field Manager	Field Manager Email	Field Manager Note
Edit	96	Sachse	Installing Master Meters. 80% Meter O.ange, 20% Retrofit	Ryan Jones	ryan.jones@prometers.com	Read to hundreds of gallons.

U.H.	711412606	RANOi RO	May 9 2018 7:32PM	Reads don't seem to go together.	NO	5/9/2018	Mike
------	-----------	----------	-------------------	----------------------------------	----	----------	------

After the installation record has undergone photo review and is free from error, the data will be automatically uploaded to the utility based on established methods. Quality checks are

generally completed within 24 hours and the vast majority of meter upgrade data is then posted for upload to the CIS.

In the event there is an issue with data that has been uploaded into the UBS incorrectly, PMI will field verify and work with the utility to reconcile the error. If the data has been uploaded into the billing software, PMI will assist in providing the correct information. The data will be re-uploaded using a file generated by PMI or updated manually in the billing system.

Data Interface

During the project set-up phase, PMI will generate a comprehensive list of all meters targeted for upgrade. PMI understands that accounts will be added, removed, or modified from the list as the project is deployed, but the initial list will serve as a foundation for PMI WOMS and a baseline to develop the installation sequence and schedule. PMI will create a form for the utility to easily add, remove, and edit records to account for changes from routine maintenance completed by Utility.

The screenshot shows a software window titled "Data Manager" with a menu bar containing "Crute" and "Account". The form is divided into several sections:

- Customer Info:** Includes fields for "Name:", "Address:", and "Phone:".
- Meter Data:** Includes fields for "Serial Number:", "Job Type:", and "Size:".
- Mailing Address:** Includes fields for "Mailing Address:", "Mailing City:", "Mailing State", and "Mailing Zip:".

At the bottom of the form are "Update" and "Cancel" buttons.

PMI's Data Manager will be responsible for completing the WOMS and project portal set-up and FTP of the meter swap information into the billing software. PMI will format the meter data to upload meter exchange data en-masse.



**Village of Germantown
Attn: Water Superintendent
N112 W17001 Mequon Rd.
Germantown, WI 53022-0337**

DATE	10/1/2021
QUOTE#	20200101
Project Name	Germantown, WI
VALID UNTIL	90 days

TERMS AND CONDITIONS

Assumes staging location provided by others.

All meters and additional parts will be provided by others, and in sufficient quantity to complete project in one Mobilization.

Assumes Prevailing Wage for Washington County, WI.

Thank You For Your Business/

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

Professional Meters, Inc.
3605 N State Route 47
Morris, IL 60450

OWNER:

(Name, legal status and address)

Village of Germantown
N112W17001 Mequon Road
Germantown, WI 53022-0337

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: 10% of the bid amount

PROJECT:

(Name, location or address, and Project number, if any)

INSTALL 2900 INDOOR WATER METERS - Germantown WI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of October, 2021

[Signature]
(Witness)

[Signature] (Seal)
(Principal)
VICE PRESIDENT
(Title)

Travelers Casualty and Surety Company of America

[Signature]
(Witness)

[Signature] (Seal)
(Surety) Jana Monroe
Attorney-in-Fact
(Title)

ACKNOWLEDGEMENT BY SURETY

STATE OF Illinois

COUNTY OF Grundy

On this day of October • 2021, before me, JoAnn Chalus, a Notary Public, within and for said County and State, personally appeared Jana Monroe to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

X 

Notary Public



TRAVELERS • • •

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

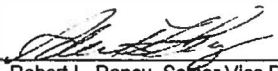
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jana Monroe of MORRIS Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

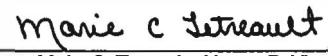
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

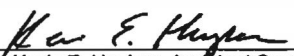
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of October, 2021




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Addendum A: Bid bond and Performance bond

1. 10% Bid bond of the total project is required to be included with **your** proposal
2. 10% Performance bond of the total project is required to be included with **your** proposal

The proposal will be null and void without the Bid bond and Performance bond and this addendum signed, dated

Sign: U(v'fl _____ Date: 10/01/2021

Owner: O & [_____ Date: 10/01/2021

Addendum B: Completion of project

1. There will be a completion timeline to include the project will be completed in one mobilization AND completed within 10-12 weeks of the first meter getting installed.

This proposal will be null and void without being signed and dated.

Sign: 71-r J,, Date: 10/01/2021

Owner: 7!-E Date: 10/01/2021

Addendum B: Completion of project

1. There will be a completion timeline to include the project will be completed in one mobilization AND completed within 10-17 weeks of the first meter getting installed.

This proposal will be null and void without being signed and dated.

Sign: 1-f, _____ Date: 10/01/2021

Owner: 1fXQ _____ Date: 10/01/2021

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS
COMMITTEE AND VILLAGE BOARD
GERMANTOWN, WI**

MEETING DATE: November 3rd, 2021 and November 15, 2021

AGENDA ITEM: New Business

ITEM TITLE: Pilgrim Rd. Water Main Break Repair - OF Tomasini Invoice

SUBMITTED BY: Paul Haugen, Water Utility Superintendent

SUMMARY EXPLANATION:

- A water main break occurred on Saturday October 2nd. The first call from Dispatch was received by water utility staff at 4:45am. Police were already onsite shutting down the south bound lanes just south of Donges Bay up to Crossway Church. Water was turned off around 7:30 am to include detouring the south bound lanes of Pilgrim Rd. (2) subsequent failures occurred during the shut down of the first break. Due to the large shut down area and detour, extra staff help was required from DPW that assisted the water utility staff.
With the large severity of the damage, two underground contracted crews were called in to facilitate the repair. The water was turned back on around 8:30pm.

ORDINANCE _____ RESOLUTION _____ OTHER _____ ATTACHMENT: X

RECOMMENDATION:

Staff recommends paying the OF Tomasini invoice in the amount of \$17,365.00 for the Pilgrim Road watermain break repairs. Funds to be allocated from account #50-742-530-6730 which has exceeded the spending limits in this account.

COMMITTEE ACTION:

Proper parliamentary procedure to deny a request is to have a motion made in the affirmative and by voting NAY would deny the request if a majority vote.

DFT **OMASINI, INC.**
CONTRACTORS
262/820-8300

N70 W25176 INDIAN GRASS LANE, SUSSEX, WI 53089
FAX 262/820-8400
dft@dftomasini.com

October 12, 2021

Village of Germantown
N122W17177 Fond du Lac Ave.
Germantown, WI 53022

Attn: Paul Haugen

Re: Pilgram & Donger Bay
OFT #2181-70

The following is our billing to repair a watermain break, per your direction, at the above referenced location.

LABOR & EQUIPMENT:

69.5 Hrs	Foreman/Operator (10/2/21)	\$100.00	\$6,950.00
69.5 Hrs	Foreman/Operator Premium Time	40.00	2,780.00
7.5 Hrs	Laborer (10/2/21)	94.00	705.00
7.5 Hrs	Laborer Premium Time	37.00	277.50
19.0 Hrs	Pickup Truck w/Misc. Hand Tools	60.00	1,140.00
3.5 Hrs	Truck (Quad)	70.00	245.00
19.5 Hrs	Excavator	110.00	2,145.00
15.0 Hrs	2" Electric Pump & Generator	25.00	375.00
17.0 Hrs	OSHA Repair Shield	35.00	595.00
4.0 EA	Equipment Moves	350.00	---
	Total Labor & Equipment		\$16,612.50

MATERIALS:

1.0 LS	Fuel	\$752.50	\$752.50
	Total Materials		\$752.50

TOTAL AMOUNT DUE

\$11,355.00

Please let me know if you have any questions regarding the information provided

Sincerely,

TORS, INC.

: C

Kirk Dexheimer
President

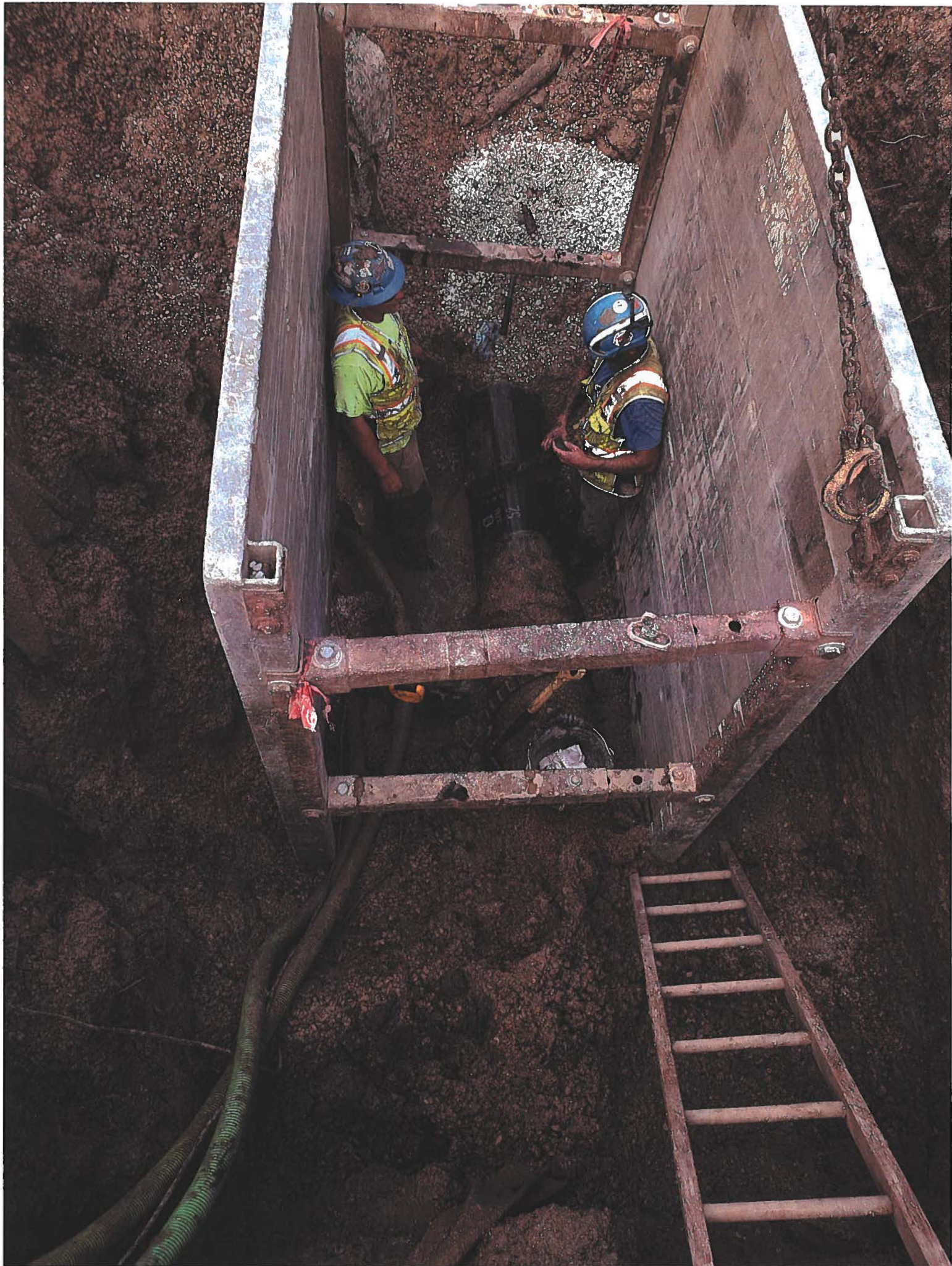
KD/mk

GENERAL PUBLIC WORKS CONTRACTORS

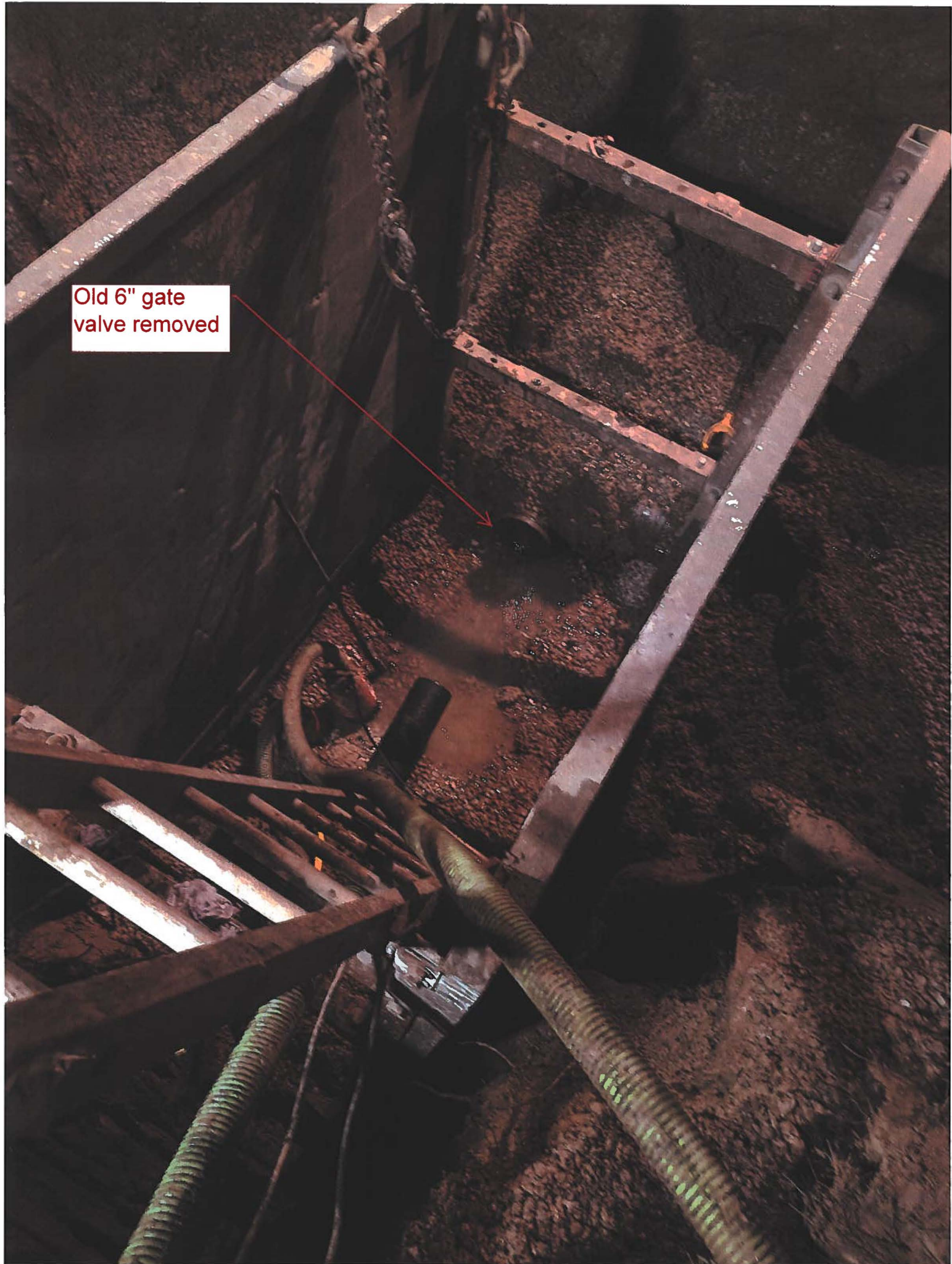


hydrant lead
gate valve-This
valve failed

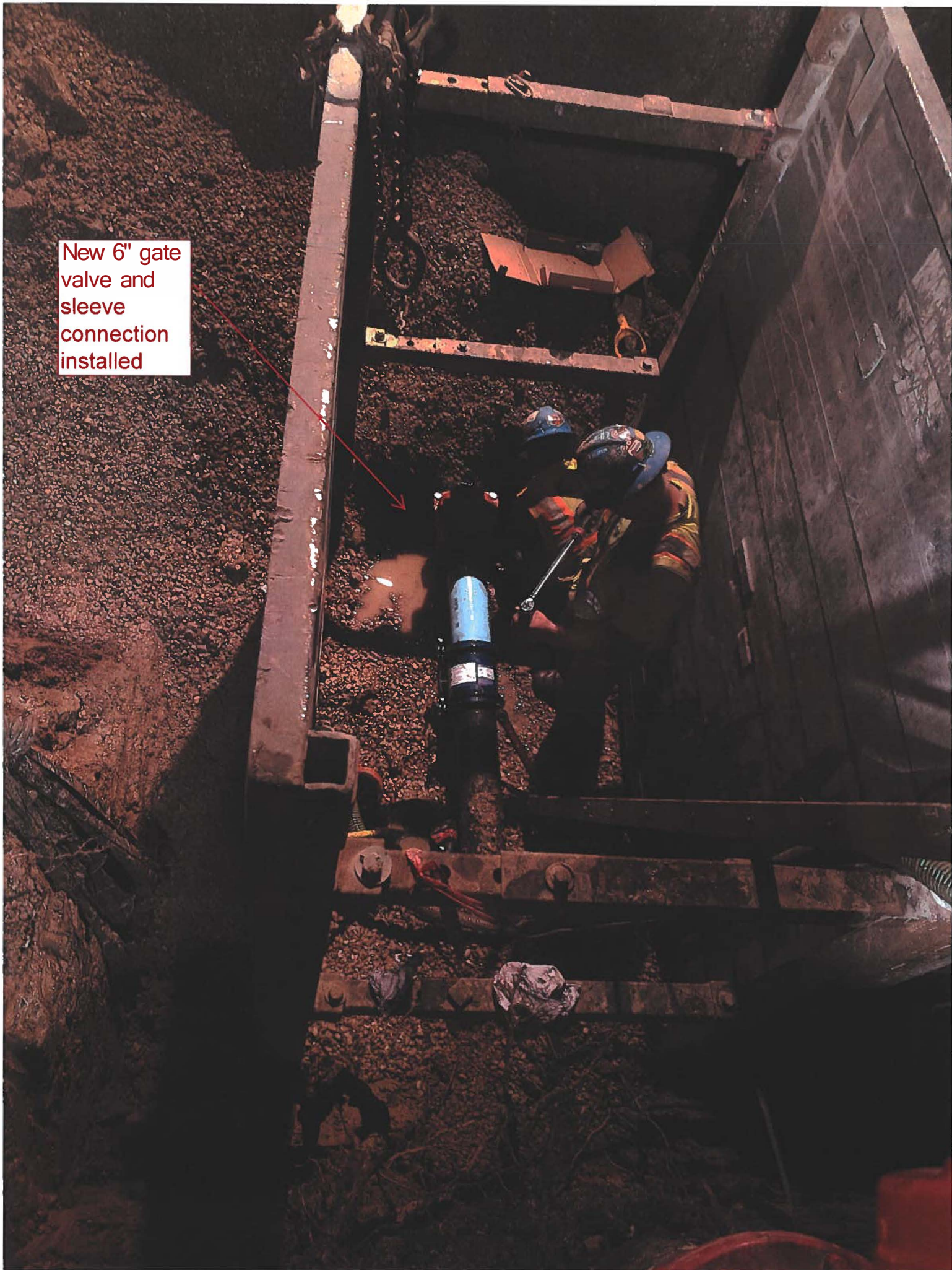
Two holes in the
16" Ductile iron
pipe-North water
main break

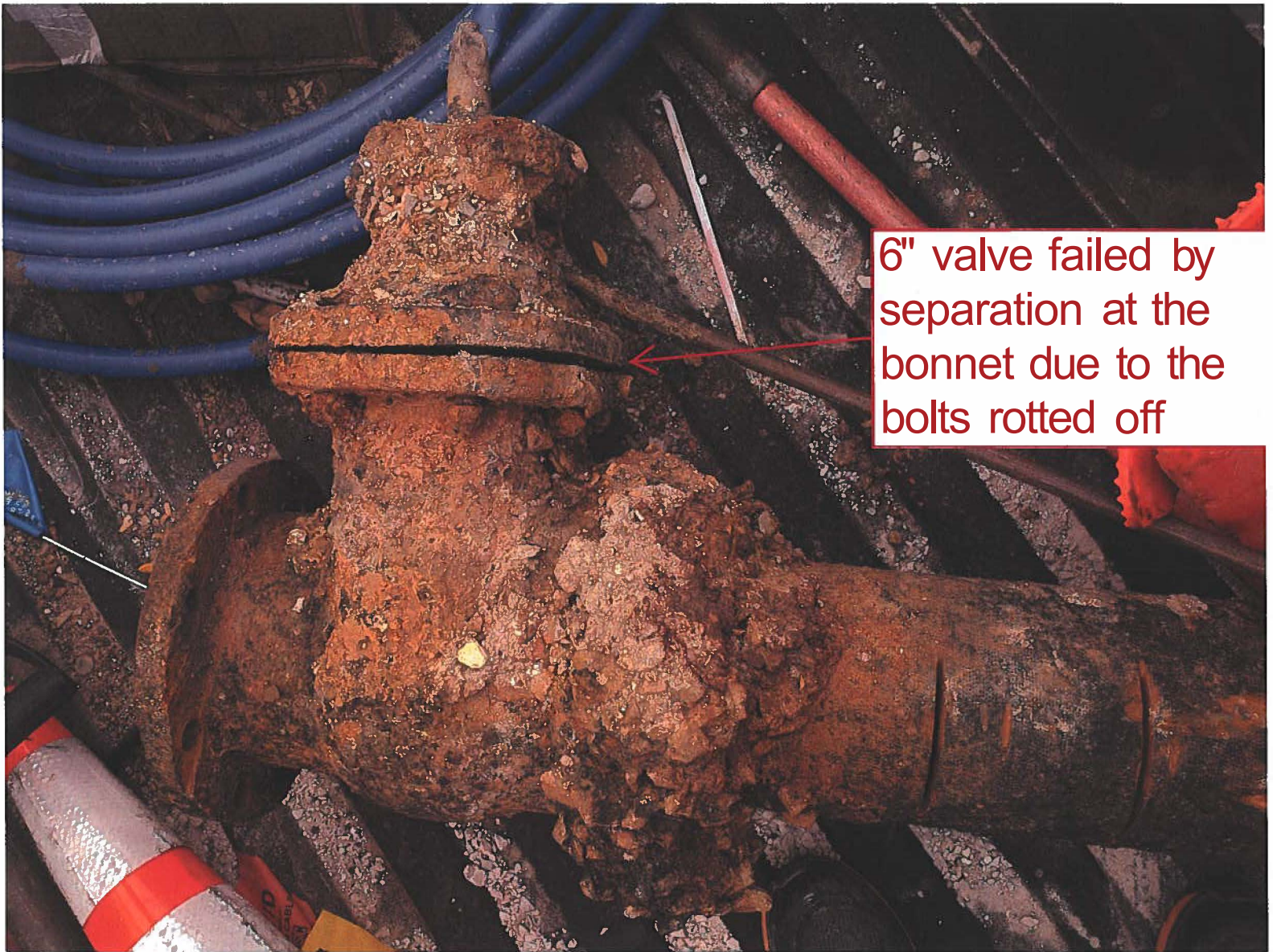


Old 6" gate
valve removed



New 6" gate
valve and
sleeve
connection
installed





6" valve failed by separation at the bonnet due to the bolts rotted off



3" hole in
16" pipe at
the south
leak
location

**BUSINESS OF THE PUBLIC WORKS & HIGHWAYS COMMITTEE
GERMANTOWN, WI**

MEETING DATE: November 3, 2021

AGENDA ITEM: New Business

ITEM TITLE: Resolution in Support of an All-Way Stop at the intersection of Wasaukee and Freistadt Roads

SUBMITTED BY: Lawrence W Ratayczak, P.E., Public Works Director

SUMMARY EXPLANATION:

Washington County Public Works Committee approved the intersection of Freistadt Road and Wasaukee Road to be changed from a 2-Way Stop for Wasaukee Road to a 4-Way Stop for the intersection. Since the Village of Germantown is responsible for the south side of the intersection Washington County requested that the Village of Germantown pass a resolution in support of the All-Way Stop at the intersection of Freistadt and Wasaukee roads.

ATTACHMENT: **ORDINANCE__** **RESOLUTION__** **OTHER XX**

- Resolution

RECOMMENDATION:

Staff is recommending that the Public Works and Highway Committee approve Resolution No. __ -2021 and forward with a positive recommendation to the Village Board for their approval.

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 33-2021

A Resolution in Support of an All-Way Stop at the Intersection of Wasaukee and Freistadt Roads

WHEREAS, the Village of Germantown, and,

- A. **WHEREAS,;** The Washington County Traffic Safety Commission has been monitoring the level of safety and efficiency of the intersection of County Highway M (Wasaukee Road) with County Trunk Highway F (Freistadt Road) and has recommended that all traffic entering said intersection be controlled by stop signs, and,
- B. **WHEREAS,;** The Washington County Public Works Committee has evaluated its Intersection Safety Analysis Report prepared by Traffic Analysis and Design, Inc. (TADI) and has determined that installation of all-way stop controls is the most effective measure to enhance the level of safety and service at said intersection, and,
- C. **WHEREAS,;** The Washington County Public Works Department has asked the Village of Germantown to pass a resolution supporting the modification, and,
- D. **WHEREAS,;** Village staff agrees with the Washington County Public Works Committee and the recommendations made by TADI and recommends an all-way stop at the intersection of Wasaukee Road and Freistadt Road.

NOW THEREFORE BE IT RESOLVED that the Village Board of the Village of Germantown, does hereby give its support of an all-way stop at the intersection of Wasaukee Road and Freistadt Road and agree with Washington County's installation of the stop signs on County Trunk Highway F (Freistadt Road) and County Trunk Highway M (Wasauke Road).

Ayes: _ Nays: _

Dean M. Wolter, Village President

Deanna Braunschweig, WCMC/CMC
Village Clerk

From: [Janice Wick](#)
To: [Deanna Braunschweig](#)
Subject: Public Works Items for the Village Board - Nov. 15, 2021
Date: Thursday, November 4, 2021 3:59:44 PM

CONSENT AGENDA:

MASS METER INSTALL PROPOSAL:

MOTION made by Miller, seconded by Neureuther to forward to the Village Board with a positive recommendation to accept the base bid of \$246,816.00 from PMI-Professional Meters, Inc. to include the ancillary costs for line freezing, valve purchases, valve replacements, meter jumpers and hose bib backflow preventors for a total meter installation cost not to exceed \$541,230.00. Funds to be allocated from Acct. #50-180-183-3460.

Motion carried unanimously.

CONSIDERATION OF INVOICE – D.F. TOMASINI – PILGRIM ROAD WATERMAIN BREAKS:

MOTION made by Hudson, seconded by Neureuther to forward to the Village Board with a positive recommendation to approve the D.F. Tomasini invoice in the amount of \$17,365.00 for the emergency repair of three watermain breaks on Pilgrim Road. Funds to be allocated from Account #50-742-530-6730.

Motion carried unanimously.

RESOLUTION – ALL WAY STOP – WASAUKEE AND FREISTADT ROADS:

MOTION made by Miller, seconded by Hudson to forward to the Village Board with a positive recommendation to approve a Resolution in support of an All-Way Stop at the intersection of Wasaukee and Freistadt Roads.

Motion carried unanimously.

Regards,

Janice

VILLAGE OF GERMANTOWN
Public Hearing November 15, 2021
2022 PROPOSED BUDGET SUMMARY GENERAL FUND
(as Required by Section 65.90(3))

RESIDENTS AND TAXPAYERS OF THE VILLAGE OF GERMANTOWN PLEASE NOTE that a public hearing on the proposed 2022 budget will be held at 7:00 p.m. on November 15, 2021 at the Germantown Village Hall, N112 W17001, Mequon Rd, Germantown WI, 53022. This is a proposed budget, the final levy amount may increase or decrease depending on the majority vote of the board members at the meeting.

The Village of Germantown's detail 2022 budget proposal is available for public inspection at the Germantown Village Clerk Treasurer Office, 8:00 a.m - 4:00 p.m. Monday - Friday, and online at the Village's website - www.germantownwi.gov

	2021 Budget as Amended	2021 Estimated Year End	2022 Proposed	Percent Change Increase (Decrease) over prior budget
Revenues:				
Taxes (other than property taxes)	1,136,327	1,113,600	1,205,480	
Intergovernmental revenues	2,826,574	2,770,043	2,921,605	
Licenses and permits	942,632	953,921	1,164,509	
Fines, forfeits and penalties	168,500	164,292	168,500	
Public charges for services	1,875,225	1,659,664	1,979,758	
Miscellaneous	137,575	119,266	177,788	
Total Revenues	7,086,833	6,780,786	7,617,640	7.49%
Expenditures:				
General government	1,169,539	1,087,671	1,326,400	
Public safety	8,834,522	8,657,832	9,429,684	
Public works	4,306,492	4,220,362	3,799,323	
Culture, recreation and education	2,917,414	2,431,178	3,319,110	
Conservation and development	320,125	293,448	369,859	
Transfers Out	0	0	0	
Total Expenditures	17,548,092	16,690,491	18,244,375	3.97%
Excess (deficiency) of revenues over expenditures	(10,461,259)	(9,909,705)	(10,626,735)	
Local property taxes	10,456,573	10,456,573	10,626,735	1.63%
Net increase (decrease) in fund balance	(4,686)	546,868	(0)	
Fund Balance - Beginning of Year	8,014,407	8,014,407	8,561,275	
FUND BALANCE - END OF YEAR	8,014,407	8,561,275	8,561,275	

Proposed Tax Levy	2021	2022	% Levy Change	\$ Amount
By Fund	Budget	Budget		Difference
GENERAL FUND	10,456,573	10,626,735	1.63%	170,162
DEBT SERVICE	3,212,628	3,136,071	-2.38%	-76,557
TOTAL LEVY	13,669,201	13,762,806	0.68%	93,605

VILLAGE OF GERMANTOWN
2022 PROPOSED BUDGET SUMMARY ALL FUNDS
(as Required by Section 65.90(3))

Following are the proposed budgets for all funds of the Village for Budget Year 2022, Tax Bill 2021

Fund	Total Revenue	Total Expenditure	Excess/Deficit	Projected Balance Jan 1	Projected Balance Dec 31
General Fund	18,244,375	18,244,375	(0)	8,014,407	8,014,407
Special Revenue *	34,896	20,705	14,191	261,035	275,226
Impact Fees (All)	143,535	212,040	(68,505)	490,644	422,139
Debt Service	4,882,653	4,882,653	0	311,301	311,301
Capital Projects	3,676,000	3,676,000	0	4,940,817	4,940,817
T.I.F. District #6	540,850	460,132	80,718	959,427	1,040,145
T.I.F. District #7	2,750,000	3,044,134	(294,134)	144,926	(149,208)
T.I.F. District #8	6,350,000	6,257,884	92,116	5,658,628	5,750,744
Water Utility	3,646,381	4,424,697	(778,316)	1,279,008	500,692
Sewer Utility	7,485,500	7,444,473	41,027	7,048,564	7,089,591
Village Health Plan	2,020,726	2,020,726	0	745,418	745,418
Village Dental Plan	84,085	84,085	0	94,397	94,397
Total	49,859,001	50,771,904	(912,903)	29,948,572	29,035,669

NOTE: * Special Revenue Funds: Senior Van Replacement, Canine Fund, Historic Preservation, Library Board Accounts, Recreation Facility Honor Guard, Police Asset Forfeiture, and Fire Department Explorer funds are shown as one total. Facility

NOTE: Impact Fees: Police, Fire, Library, Park/Recreation and Water

The Village's outstanding debt on December 31, 2021 is projected to be:

General Obligation Notes & Bonds

Utility Revenue Bonds

	Impact Fee Budgets				
	2021	2022	Percent	2021	2022
	Revenue		Change	Expenditure	
Police	18,880	18,880	0.00%	12,000	12,000
Fire	20,260	20,760	2.47%	30,000	30,000
Library	16,860	16,860	0.00%	18,000	0
Recreation	44,160	44,160	0.00%	100,000	0
Water	35,000	50,000	42.86%	52,040	52,040
Total	135,160	150,660	11.47%	212,040	94,040

2022 Budget Overview

Assessed Value:	2020	\$2,855,769,200
	2021	\$2,906,109,400* Estimate

Net New Construction:	2.54%	\$265,597 (TID-In)
		\$170,162 (TID-Out)

Proposed Tax Levy	2021	2022	% Levy Change	\$ Amount
By Fund	Budget	Budget		Difference
GENERAL FUND	\$10,456,573	\$10,533,130	0.73%	\$76,557
DEBT SERVICE	\$3,212,628	\$3,136,071	-2.38%	\$(76,557)
TOTAL LEVY	\$13,669,201	\$13,669,201	0.00%	\$0

Tax Rates Estimate

	<u>2021</u>	<u>2022</u>	<u>Difference (\$)</u>	<u>Difference (%)</u>
Village of Germantown	\$4.977	\$4.917	\$(0.06)	-1.21%
Germantown School District	\$10.049	\$9.890	\$(0.16)	-1.58%
Washington County	\$2.273	\$2.216	\$(0.06)	-2.51%
MATC	\$1.168	\$1.069	\$(0.10)	-8.48%
	\$18.467	\$18.092	\$(0.38)	-2.03%

Tax Bill Impact Estimate

<u>Home Value</u>	<u>2021</u>	<u>2022</u>	<u>Difference (\$)</u>	<u>Difference (%)</u>
\$100,000	\$1,847	\$1,809	\$(38)	-2.03%
\$150,000	\$2,770	\$2,714	\$(56)	-2.03%
\$200,000	\$3,693	\$3,618	\$(75)	-2.03%
\$250,000	\$4,617	\$4,523	\$(94)	-2.03%
\$300,000	\$5,540	\$5,428	\$(113)	-2.03%
\$350,000	\$6,463	\$6,332	\$(131)	-2.03%
\$400,000	\$7,387	\$7,237	\$(150)	-2.03%

Major Budget Themes

Controlling the Tax Burden

- Decrease in Tax Rate
- Flat Property tax levy

Updating Village Systems

- Comprehensive IT Management
- Modernized ERP system
- Server/Exchange Update

Employee Centric

- 2.5% Pay Adjustment
- Additional Police Officer
- Additional Mechanic

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 34-2021

RESOLUTION APPROVING THE 2022 VILLAGE OF GERMANTOWN BUDGET

WHEREAS, the Committee of the Whole held budget review meetings on September 30, October 6, October 13, and November 1, 2021 to study, review and consider the 2022 Village of Germantown Budget; and

WHEREAS, On Monday, November 15, 2021 the Village of Germantown Village Board held a public hearing to consider the 2022 Proposed Budget; and

WHEREAS, the Village of Germantown Village Board has carefully examined the proposed budget and supporting information and found them to be true and correct and to properly represent the income anticipated and the required expenditures of the Village and all funds and departments as set forth in the budget; and

WHEREAS, after careful review and discussion, on November 15, 2021, the Village of Germantown Village Board moved to recommend the adoption of Resolution 34-2021 approving the 2022 Village of Germantown, Washington County, Wisconsin Budget as set forth in the attached schedule and made a part hereof inclusive of all funds including the General Fund, Capital Projects Funds, Special Revenue Funds, Debt Service Funds, the Water Utility, Wastewater Utility Fund., and the Health & Dental Employee Insurance Funds; and,

NOW THEREFORE BE IT RESOLVED, The Village Board of the Village of Germantown, Washington County, Wisconsin, hereby approves the budget of the Village of Germantown, Washington County, Wisconsin, for the year 2022 as set forth in the attached schedule and made a part hereof inclusive of all funds including the General Fund, Capital Projects Funds, Special Revenue Funds, Debt Service Funds, the Water Utility, Wastewater Utility Fund., and the Health & Dental Employee Insurance .

Introduced by: _____

Adopted: November 15, 2021

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk / Treasurer

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 35-2021

**RESOLUTION APPROVING LEVYING OF PROPERTY TAXES FOR
VILLAGE PURPOSES**

WHEREAS, on Monday, November 15, 2021 the Village of Germantown Village Board met to consider levying taxes for Village purposes; and

WHEREAS, after careful review and consideration, the Village Board moved to recommend the adoption of Resolution 35 -2021 approving that the amounts set forth in the 2022 Budget be levied as taxes against the taxable property of the Village of Germantown for General Fund Operations and Debt Service, for the purposes stated herein, and that the same be placed on the tax roll for the year 2021, collectible in 2022, and that the total levy is hereby determined to be \$13,669,201.

NOW THEREFORE BE IT RESOLVED, The Village Board of the Village of Germantown, Washington County, Wisconsin, hereby approves the amounts set forth in the 2022 Budget and that the same be placed on the tax roll for the year 2021, collectible in 2022, and that the total levy is hereby determined to be \$13,669,201.

Introduced by: _____

Adopted: November 15, 2021

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk / Treasurer

**VILLAGE OF GERMANTOWN
WASHINGTON COUNTY**

RESOLUTION NO. 36-2021

**AUTHORIZING THE PLACEMENT OF SPECIAL CHARGES ON THE 2021 TAX
ROLL AGAINST CERTAIN PROPERTIES**

WHEREAS, certain services have been provided by the Village of Germantown, and have directly benefited specific properties within the Village, said services including water and sewer, special assessments and other miscellaneous charges for services provided during 2021; and,

WHEREAS, in specific instances, charges for services provided have not been paid, and no alternative arrangements have been reached to reimburse the Village for providing said services, or by mutual agreement, special assessment charges are to be placed on the tax roll as a means of collection; and,

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Germantown, Washington County, Wisconsin, that for the Village to be reimbursed for the cost it has incurred in providing certain services, a listing of which is attached, hereto and made a part hereof, pursuant to Section 66.069, 66.076, 66.60 (16) and 66.98 Wisconsin Statutes, the Village Clerk is hereby authorized and directed to place such charges upon the 2021 Tax Roll for collection in 2021 and 2022.

Introduced by: _____

Adopted: November 15, 2021

Vote: Ayes: ____ Nays: ____

Dean M. Wolter, Village President

ATTEST:

Deanna Braunschweig, WCMC/CMC
Village Clerk / Treasurer

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 15, 2021

PLACEMENT: New Business

ITEM TITLE: VFW Post 9202, Waive Temporary Use Permit Fee to Sell Christmas Trees and Wreaths in Parking Lot W156N9666 Pilgrim Road, Hillcrest Center, November 20th – December 24th.

SUBMITTED BY: Deanna Braunschweig

Historically, the VFW Post 9202 has come forward annually requesting the Temporary Use Permit Fee to be waived.

Last year the fee was paid by an anonymous donor. During the years of 2017-2019, the fee was waived by the Village Board.

The Village does have a grant program; however, permit and zoning fees are excluded from the process.

The waiving of the temporary use fee would require a action by the Village Board.

NEW BUSINESS:

Motion (Baum/Myers) to take items out of order and move item F up on the Agenda. Motion carried unanimously.

- F. Waive Temporary Use Permit Fee to Sell Christmas Trees and Wreaths in Parking Lot W156N9666 Pilgrim Road, Hillcrest Center, November 18th – December 24th.

Motion (Zabel/Baum) to Waive Temporary Use Permit Fee to Sell Christmas Trees and Wreaths in Parking Lot W156N9666 Pilgrim Road, Hillcrest Center, November 18th – December 24th.

Administrator Kreklow reported that waiving of fees can cause legal concern for the Village. He reported that an anonymous donor has paid the fee.

Village Attorney Sajdak commented on the fees that are to recoup the costs. There needs to be standards and processes. There is a grant process in place; however, permit and zoning fees are excluded from the grant process.

Motion to waive the temporary use permit fee was withdrawn.

- A. Resolution 63-2020, Resolution Approving the 2021 Village Budget.

Motion (Baum/Kaminski) to approve Resolution 63-2020, Resolution Approving the 2021 Village Budget.

The Village Administrator had distributed information in regard to options for the budget. Discussion ensued of the asphalt paving and possible reduction of the levy. There is an accumulation of a balance that could be used for paving projects. When Covid came up the sealing and crack filling was put on hold, approximately \$350,000. Discussion ensued of the reduction of borrowing. We will not know the impact Covid has had on the budget until we get to year end close.

Discussion ensued of the paving budget and the amounts built up for specific projects.

Discussion ensued of the amount of net new construction and growth in relation to the TIF Districts.

Discussion ensued of the road projects, carry over and borrowing and looking for a way to not tax up to the full amount.

Motion (Zabel/Baum) to remove \$15,000 for Park and Rec Study. This is in the Capital Projects. Discussion ensued of the study of the park for long term planning. The splash pad is to repair cracks for safety concerns. Motion failed.

Motion (Myers/Baum) to remove \$400,000 from the capital projects for the replacement of the street lights on Mequon Road. Motion failed.

Roll Call Vote to approve Resolution 63-2020, Resolution Approving the 2021 Village Budget Carried. Zabel Voted No.

Village of

Germantown

Willkommen

Fee Must Accompany Application

☐ \$210

Date Paid

Received By: h

11/2/21

TEMPORARY USE PERMIT APPLICATION

Please read and complete this application carefully (please write legibly). All applications must be signed and dated. Attach additional sheets or include supplemental information as necessary to further explain and support your application.

APPLICANT OR AGENT:

PROPERTY OWNER(S):

KENNETH M. PULS

Address: W169N11550

Address:

BISCAYNE DR, GERMANTOWN, WI

Phone: 262-251-0256 53022

Phone:

FAX:

FAX:

E-Mail:

E-Mail:

Address of Property, Parcel ID Number(s) or General Location of Proposed Temporary Use:

W156N9666 PILGRIM DR, GERMANTOWN
HILLCREST CENTER

DESCRIPTION OF TEMPORARY USE: (attach plans and/or separate pages as necessary)

Temporary Use(s), Buildings, Structures, etc:

BY VFW POST 9202

CAMPER TRAILER, OWNED

Proposed Starting and Ending Dates:

11-20-21 - 12-24-21

Days and Hours of Activities (if any):

1,000 HRS TO 2,000 HRS

Type of Activities and/or Products:

CHRISTMAS TREES & WREATHS

Sanitary Facilities (trash, toilets, etc):

GERMANTOWN PORT A JOHN

Security Measures and/or Emergency Services Provided:

SELF

Temporary Use Permit Application

Page 2 of 2

Utility or Services (sanitary, water, electrical, etc.): OUR OWN POWER POLE

Parking and loading: PUBLIC PARKING LOT

Describe any noise, lighting, smell/odor, dust, etc. associated with the Temporary Use:
Temporary Signage (requires separate fee): _____

APPLICATION SUBMITTAL REQUIREMENTS (to be submitted at time of application):

All Amendment Applications:

- ☐ Complete Application Form (Affidavit of Understanding and signatures required)
- ☐ Application Fee
- ☐ Additional Sheet(s) needed to discuss and/or explain the temporary use being proposed
- ☐ Detailed Plat of Survey or Site Plan of the land upon which the temporary use is proposed at a scale of 1" = 50' or other suitable scale necessary to accurately present:
 - o Exterior boundary of the land subject of the map amendment
 - o Concept plan showing the general size and location of the proposed temporary use in relationship to existing property lines, buildings or structures, natural features, etc. as may be necessary to further explain and/or support the proposed temporary use.

AFFIDAVIT OF UNDERSTANDING & INTENT TO COMPLY

Please read and indicate that you understand and agree to the following (initial in box):

- ☒ I understand that Village Staff, the Plan Commission and/or the Village Board may request additional information to properly evaluate this application and failure to provide such information may be sufficient justification to deny this application;
- ☒ I understand that, regardless of the justification and/or information provided in support of my application, the Village is under no obligation to approve my application as requested;
- ☒ I am aware that I am obligated to fulfill and continually be in compliance with any/all conditions of approval for this temporary use permit, and, that failure to do so may constitute a violation of the Village's Zoning Code and may result in the issuance of a municipal citation among other remedies.

ALL APPLICATIONS MUST BE SIGNED/DATED BY THE APPLICANT/AGENT AND PROPERTY OWNER(S)

KENNETH M. PULS 10/26/21
Applicant/Agent Date

Applicant/Agent Date

[Signature]
Property Owner

Property Owner

11-2-21
Date

Date

General Government & Finance Committee

MEETING DATE: November 15th, 2021

AGENDA ITEM: New Business

ITEM TITLE: Financial Management RFP

FROM: Matthew Uselding, Budget Manager

SUMMARY:

Since the late 80's, the Village of Germantown has utilized Harris MSI as our financial software system vendor. Since then, the Village's size, operations, and needs have continued to outpace the functionality of the software. The system is no longer able to meet the demands and requirements of the Village and has created significant challenges for staff. The Village is operating on an older version of MSI which is unable to be upgraded without a new implementation. As a result, in July 2021, staff presented a draft Request for Proposal (RFP) to the General Government & Finance Committee. The RFP was subsequently opened for an integrated municipal finance software system including conversion and implementation services, ongoing training, and technical support for the system. The request closed on August 20th, 2021. The Village received five proposals from the following vendors:

- | | |
|------------------------|--------------|
| 1. Opengov | 4. BS&A |
| 2. Springbook Software | 5. Workhorse |
| 3. Tyler Technologies | |

The proposals were reviewed by Clerk/Treasurer Deanna Braunschweig; Senior Deputy Treasurer Paula Winters; Support Services Manager Erin Hirn, and Budget Manager Matthew Uselding. Based off the following criteria -- system functionality, technology, cost, support, and vendor characteristics -- staff invited two firms, BS&A and Tyler Technologies, to provide day-long demonstrations of their software. The demonstrations covered the following modules:

- | | | |
|-----------------------|----------------------|--------------------|
| • General Ledger | • Budget Preparation | • Building Permits |
| • Bank Reconciliation | • Payroll | • Asset Management |
| • Cash Receipting | • Human Resources | • Utility Billing |
| • Accounts Receivable | • Purchasing | |
| • Accounts Payable | • Licensing | |

All Department heads and staff were invited to attend the demonstrations and provide feedback to the review panel. Following the demonstrations staff gathered feedback and input from departments. Based on the criteria previously mentioned, feedback from staff, and references from surrounding communities (Wauwatosa, Pleasant Prairie, Mequon), staff is recommending Tyler Technologies to the Village Board. The firm will give a brief presentation and answer any questions you may have at tonight's Village Board meeting.

COST BREAKDOWN

- Annual Operating: \$125,262
- Conversion & Implementation: \$372,618

ATTACHMENT:

- Tyler Technologies Proposal
- Tyler Technologies Statement of Work (Draft)

RECOMMENDED ACTION

- Forward to the Village Board with positive recommendation



Village of Germantown Integrated Municipal Finance Software System

Friday, August 20, 2021

Alban Michaud - Senior Account Executive
One Tyler Drive, Yarmouth, ME 04096
Phone: 800.772.2260 x
Email: Alban.Michaud@tylertech.com

Restrictions on Disclosure

This proposal from Tyler Technologies, Inc. (“Tyler”) contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler’s partners. Tyler is submitting this proposal on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or “Checklist”
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Detailed information regarding current customers
- Detailed employee resumes/CVs
- Customized Statement of Work/Implementation Plan

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler’s permission, Tyler will grant that permission in writing, in Tyler’s sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

Trademarks Disclaimer

Because of the nature of this proposal, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler’s intent to claim these names or trademarks as our own.



Friday, August 20, 2021

Village of Germantown
Mr. Matthew Uselding
Budget Manager
N112W17001 Mequon Road
Germantown, WI 53022

One Tyler Dr
Yarmouth ME 04096
P: 800.772.2260
F: 207.781.2459
www.tylertech.com

RE: Response to RFP for Integrated Municipal Finance Software System

Dear Matthew Uselding:

Tyler Technologies, Inc. (Tyler) is pleased to respond to the Village of Germantown's Request for Proposal dated Tuesday, July 20, 2021, for Integrated Municipal Finance Software System. The attached proposal will detail our complete offering, including:

- Munis software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Training on, and support of, provided software and services

In presenting the enclosed proposal, Tyler warrants that it is unaware of any known conflict of interest in responding to, or submitting, said proposal in response to the Village of Germantown's RFP. Tyler also warrants that it complies, and acts in accordance, with:

- Federal Executive Orders relating to the enforcement of civil rights
- Federal Codes regarding Anti-discrimination in Employment
- Title 6, Civil Rights Act of 1964
- Requirements of the Americans with Disabilities Act of 1990 for work performed due to this RFP

This proposal and cost schedule shall be valid and binding for 120 days following the RFP due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.

One or more individuals in the Tyler Contracts Department have read and accepted the terms and conditions of the RFP and any amendments, except as modified by, taken exception to, or otherwise set forth in Tyler Technologies' proposal.

If you have any questions related to this proposal, please feel free to contact:

Alban Michaud, Senior Account Executive
800.772.2260 x - Alban.Michaud@tylertech.com

Respectfully submitted

A handwritten signature in blue ink, appearing to read "Rob Kennedy-Jensen", written over a horizontal line.

Rob Kennedy-Jensen
Director of Contracts, Tyler Technologies, Inc.
Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL)
EIN: 75-2303920

Who Are We?

Tyler Technologies, Inc.

Employees: 5,500

Clients: 21,000 installations; 10,000 sites

Revenue: \$1.08B

NYSE: TYL

www.tylertech.com

What do we do?

Develop and deliver software and all related services exclusively for the public sector

How many clients use our Munis ERP software solution?

2,000+ - All public sector

Wisconsin Clients:

- City of Appleton
- City of Beloit
- City of Brookfield
- City of Eau Claire
- City of Green Bay
- City of Lacrosse
- City of Madison
- City of New Berlin
- City of Oshkosh
- City of Racine
- City of Sheboygan
- City of Waukesha
- City of Wauwatosa
- City of West Bend
- City of Wisconsin Rapids
- Clark County
- Dane County
- Dodge County
- Green County
- Jefferson County
- Lincoln County
- Marinette County
- Monroe County
- Outagamie County
- Portage County
- Racine County
- Sauk County
- Shawano County
- Sheboygan County
- Walworth County
- Washington County
- Waushara County
- Winnebago County

Section 2 Executive Summary

Tyler Technologies, Inc. is pleased to propose our integrated Munis ERP software solution in response to the Village of Germantown's RFP for an *Integrated Municipal Finance Software System*. Tyler's ERP software solution is a fully integrated system which includes applications for Financial Management, Procurement, Human Capital Management, Payroll, Time & Attendance, Utility Billing, Asset Management, Licensing, Building Permits, Cashiering, online Self-Service and much more.

Tyler is the largest software company dedicated solely to the US Public Sector market. We have been delivering our Munis ERP software to municipal governments in Wisconsin for over 20 years with over 40 clients. We have a thorough understanding of the Wisconsin specific requirements and the result has been a *track record of success with Munis in Wisconsin*. Additionally, we have *several comparably* sized municipalities in Wisconsin and many diverse cities and counties nationwide that count on Munis and Tyler Technologies every day.

Tyler has been providing Financial & Human Capital Management, software to the public sector for 35 years. Although the software has undergone numerous revisions during this time, our customers have never had to pay for a software upgrade or new release. This commitment, called Tyler's *everGreen* approach, contributes greatly to our 98% client retention rate by protecting our client's initial investment in software licenses and training.

Notably, Tyler is a highly successful company by virtually any measure. By focusing on one line of business, on taking care of the customer & our employees, and on the continued improvement of all operations – Tyler Technologies has 70% recurring revenues and has experienced *double-digit growth in 34 of the past 36 quarters*. This success enables Tyler to add & retain qualified resources, enhance functionality & technology, and *continually* extend services & value to our clients.

Our experienced project managers utilize a proven Implementation Approach based upon the methodologies of the Project Management Institute (PMI) to achieve an on-time and on-budget implementation. Once live your organization will have many avenues to engage with our Customer Support & Help-Desk organization, like Tyler U, to receive accurate and timely information so your staff can spend more time focusing on your residents and on meeting the other missions of the village.

Software functionality & technology along with vendor focus & viability is the key to the long-term success of an ERP software deployment. Tyler is the most experienced company, and Munis is the most proven public sector ERP system on the market – and will be for the long term.

Proposal Summary

Tyler proposes to replace the Village's current solution with Tyler's Munis Financial Management, Payroll and Human Capital, Utility Billing and Permitting and Licensing solution. Our proposal includes: Tyler's proven success in local government, our understanding of your needs and requirements, and our ability to deliver industry-leading software and services in a timely manner and within budget, distinguishes Tyler's Munis ERP and related productivity solutions as a clear choice for the Village. We believe this comprehensive suite, designed to fully integrate and provide seamless functionality, is the best option to meet the Village's goals.

A **fully integrated, COTS** solution, so your users can consolidate budget, procurement, project and GL/ information; and decrease information silos; reduce duplicate data entry; and avoid disparate systems. Tyler's Munis integrated modules seamlessly share information in real time, allowing users to transition from one area to another and follow the trail of transactions throughout the system.

- Easy and user-friendly access to information through the Tyler **Hub dashboard** provides users of all levels, from data entry clerks to your high-level decision makers, with direct access to pertinent, up-to-date information relevant to each user's position in the organization. Dashboards are user configurable, and templates can be created centrally to facilitate deployment and maintenance.
- Built-in, configurable electronic **workflow**, allowing the Village to design electronic approval routing through the system, linking back to electronic documentation stored in **Tyler Content Manager** (Tyler's fully integrated enterprise content management solution, included in this proposal.)
- **Accessibility and transparency**, providing intuitive, easy-to-use tools to a user base that consistently demands better control over their information. Your users can complete tasks and access decision-supporting information any time, and from anywhere—with accessible technology, responsive design, Web access and dynamic mobile apps—so staff, citizens and stakeholders can interact with the Village easily and more productively than ever before.
- Fully integrated, out of the box **self-service applications** for your employees, vendors and citizens, allowing secure, direct access to their individual information.
- **Reporting solutions** that range from pre-designed reports—many with a variety of reporting options designed for quick and easy standard data review—to data analysis, each is tailored to different aspects and levels of your users. Tyler's reporting options also provide programming features, so you can extend and customize your reporting functionality. Utilizing Microsoft® SQL Server® Reporting Services (SSRS), it's now possible for your system or report administrator to design interactive, tabular, graphical, ad hoc and free-form reports from a variety of data sources. Designed for use with Microsoft SQL Server, the Village can create these custom reports using powerful wizards and built-in functionality. When you add charts, drill downs, parameters, and hyperlinks your reports are immediately transformed into interactive documents or Web content. Analysis tools such as field highlighting, running totals, and sorting let you examine trends, expose relationships, and zero in on key facts and figures.
- **Tyler ACFR Statement Builder** simplifies the development of your Annual Comprehensive Financial Report (ACFR). The Government Accounting Standards Board (GASB) defines the new reporting



EVERGREEN



CLOUD SOLUTIONS



MOBILITY



CITIZEN
TRANSPARENCY



PAPERLESS

model for all governmental entities. Tyler ACFR Statement Builder is embedded with GASB rules and assists you with every step involved in the reporting process.

- A scalable, expandable solution with the technology that works today; and a focus on **technology trends** of the future to keep you current, relevant, up-to-date and in sync with today and tomorrow's growing need for accessibility, transparency, ease of use and security.
- Tyler's in-house controls and staff governing research and development, quality assurance and testing, deployment and release management, change management and consulting, conversion and enhancements, early adoption and beta testing, usability, implementation, and customer support—ensuring you benefit from the **experience and expertise** you deserve, from the people who know the software and services best.
- A **financially secure, stable vendor** with longevity, who brings to you a proven, deep understanding of *your specific industry*.

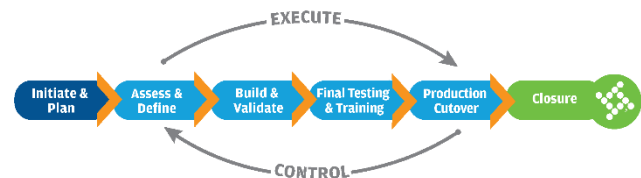
Your Investment

Investment in the growth of software companies is paramount to success—for both the company and the clients it serves. Tyler recognizes this and embraces an integral philosophy that promotes sound R & D that includes client-centric usability; prudent, leading-edge technology; sound business practices; and a focus on the unique requirements and needs of public sector clients. And Tyler understands that public sector offices advance and acquire technology in different ways and at different rates. With more than 2,000 Munis clients, Tyler has worked with agencies in all phases of automation, from paper-based manual processes to advanced digital analytics and paperless efficiencies.

And while your Munis functionality is key to your overall solution, Tyler understands that it takes much more than software to achieve a successful implementation. With this in mind, we have proposed a project strategy that is founded on several key principles.

Implementation, Consulting & Training

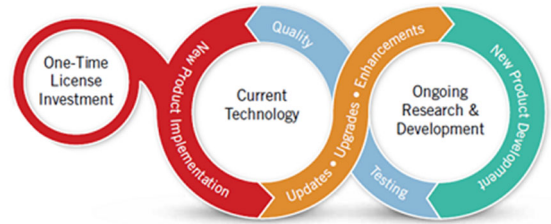
The Village will gain significant “behind the scenes” savings through Tyler's predictable, low risk implementation that follows the PMI implementation process, from a single-focused, experienced vendor-partner routinely offering not-to-exceed implementations delivered on-time and within budget. Our service deliverable is based upon the requirements in the RFP and we welcome the opportunity to validate them with you during the evaluation process.



In addition, the Village will experience a combination of on-site, hands-on training with access to all the modern tools of the trade, including our Tyler University solution which offers more than 500 classes on how to use the Munis system; an online Knowledge base; free e-Learning tutorials on Munis and related products; webinars on Tyler solutions, services and Best Business Practices; and the Tyler Community forum where Tyler staff and Munis end-users interact daily to exchange and share experiences and proven processes and procedures relevant to the business of local government.

Evergreen and everGuide

Tyler's Evergreen and everGuide initiatives are Tyler's commitment to improving support for all our clients and extending your investment well into the future. everGuide ensures Tyler will assist the Village as you analyze where your organization falls on the maturity model continuum, assisting in planning your next steps. Tyler's Evergreen Philosophy provides you with future upgrades at no additional cost—further extending and increasing your Return on Investment (ROI).



In Summary

As your primary vendor for the Village's ERP solution, Tyler is pleased to offer the Village of Germantown the Munis ERP software and services solution which brings to the Village the unrivalled benefits including:

- An industry-leading public sector-specific solution with a proven track record in software design, implementation and support;
- A strong focus on bringing repeatable success to local government entities like the Village of Germantown;
- A highly functional software solution designed to meet the unique requirements and challenges of cities and counties across the U.S.;
- An Evergreen and everGuide practice that keeps our clients successful with ongoing and perpetual upgrades, training, guidance, and user group participation.

We want to thank the Village of Germantown for the opportunity to respond to your Request for Proposal and your time and consideration during the review process. At Tyler, we feel the evaluation and selection of new software should be as much about people as its product with the ultimate decision resulting in a partnership between the customer and their chosen software provider. It is our firm belief that Tyler Technologies is uniquely qualified to be that partner and more than meet the needs outlined by the Village in this document. Should you agree, we look forward to progressing to the next stage in your evaluation process.

Primary Proposal Contact

Alban Michaud
Senior Account Executive
1 Tyler Drive Yarmouth, Maine 04096
207.518.4147
Alban.michaud@tylertech.com

Section 3 Company Profile & References

Company Profile including References

The third section should provide a profile of the company, including the number of employees and their locations. A list of only Wisconsin local government clients shall be provided.

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities. Tyler has more than 27,000 successful installations across more than 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations.



Visualize



Analyze



Understand



Engage

3.1 Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and Schools.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

3.2 About Tyler Technologies

- Empowering government and schools to create safer, smarter and more vibrant communities
- Solutions include: Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records, Public Safety and Schools
- Headquartered in Plano, Texas, with 28 office locations across the U.S. and Canada
- Tyler was incorporated in Delaware in November 1989
- Tyler is a publicly traded corporation on the NYSE (TYL)
- Founded in 1966
- Exclusively focused on local government since 1997

- More than 27,000 successful installations across 11,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia and other international locations
- Client retention rate of 98%
- 6,600+ employees
- Annual revenues of \$1.08 billion (2019)
- Reinvestment of \$88M into Research & Development
- Scalable products with the smallest jurisdiction (Loving County, Texas, with a population of 82) to the largest (Los Angeles County, California, with a population of 10.1M)

3.3 Public Sector Focus

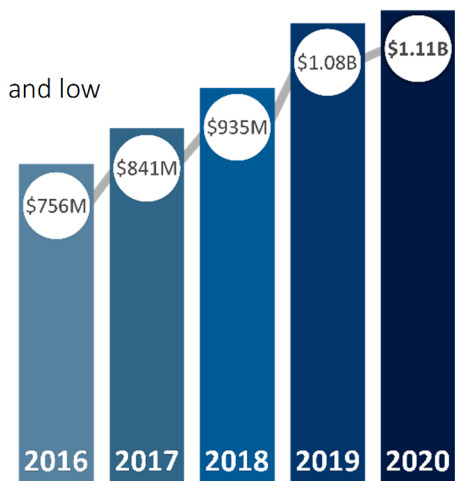
Tyler's business units have provided software and services to clients for more than 50 years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It is 100 percent of our business.

Tyler recognizes that the public sector is generally stable and risk-averse, and craves community accessibility, security and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler – a vendor who is professional, reputable and dedicated and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products and the ability to deliver quality services.

3.4 Financial Stability

Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 33 consecutive quarters of profitability, and a total revenue for 2020 of \$1.11 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a low-debt balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit www.tylertech.com



3.5 Industry Leadership

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts; therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs 6,600+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low – in recent years, about half of the industry average.

3.6 Company Recognition

Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. "The recognition emphasizes Tyler's consistently strong growth, which is a direct result of our commitment to supporting our more than 21,000 clients and the development of best-in-class software and services to serve the needs of the public sector" said John S. Marr Jr., Chairman of the Board of Tyler Technologies.

Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States.

3.6.1 Innovative and Strong

- Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017)
- Forbes' "Most Innovative Growth Companies" list (2016, 2017)
- Forbes' "America's Best Small Companies" list (nine times)
- Barron's 400 Index ranking, a measure of the most promising companies in America (six times)
- Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times)
- Audit Integrity's "America's Most Trustworthy Companies" list (2007)

3.6.2 Employer of Choice

- Forbes' "Best Employers for Diversity" (2019)
- Forbes' "Best Employers for Women" list (2018)
- Forbes' "Best Midsize Employers" list (2018)
- Tyler's three Maine offices recognized as "Best Places to Work in Maine" (nine times since 2007)
- Dallas Morning News' "Best in DFW: Top Workplaces" recognized Tyler's Plano, Texas, office (five times)
- Dayton Daily News' "Top Workplaces in the Dayton Metro Area" recognized Tyler's Moraine, Ohio, office
- Tyler's Lubbock, Texas, office named to the "Best of Lubbock" list by the Lubbock Avalanche-Journal (2016 and 2017)
- Detroit Free Press named Tyler's Troy, Michigan, office a top workplace (2017)
- Phoenix Business Journal named Tyler's Tempe, Arizona, office on Best Places to Work list (2017)

3.7 Our Experience

Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our clients. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

3.8 References

At least five (5) Wisconsin municipality client references shall be provided. These should include the municipality name, telephone number, contact, and installation date where the vendor's software is currently in use.



Local Government: **City of Wauwatosa (replaced Harris GEMS)**
 Population: **48,277**
 Annual Budget: **\$92 M**
 Employees: **500**
 Contact: **John Ruggini, Director of Finance**
 Phone: **414.479.8962**
 E-mail: jruggini@wauwatosa.net
 Date Contracted: **5/2019**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Project/Grant Accounting	Human Resources	General Billing	Self Service
Cash Management	Employee Expense Reimbursement	Tyler Cashiering	Content Manager SE
Capital Assets		Utility Billing	Tyler GIS
Purchasing		EnerGov Business Management	
Bid Management		EnerGov Community Development	
Contract Management		EnerGov eReviews	
Inventory			
Asset Maintenance			
Asset Performance			
Tyler 311/Incident Management			

eProcurement			
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Local Government: **City of Wisconsin Rapids (replaced Xerox ACS)**
 Population: **18,104**
 Annual Budget: **\$37 M**
 Employees: **400**
 Contact: **Tim Descorcy, Director of Finance**
 Phone: **715.421.8242**
 E-mail: tidesorcy@wirapids.org
 Date Contracted: **6/2018**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Cash Management	Human Resources	General Billing	Self Service
Project/Grant Accounting		Special Assessments	Content Manager SE
Purchasing			Tyler System Management
Capital Assets			
Inventory			
Asset Maintenance			



Local Government: **City of Appleton (replaced JD Edwards)**
 Population: **73,596**
 Annual Budget: **\$142 M**
 Employees: **1,000**
 Contact: **Anthony Saucerman, Finance Director**
 Phone: **920.832.6442**
 E-mail: tony.saucerman@appleton.org
 Date Contracted: **8/2016**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Project/Grant Accounting	Employee Expense Reimbursement	Tyler Cashiering	Content Manager EE
Cash Management	ExecuTime Time & Attendance	Tax Billing	



Local Government: **City of Milwaukee**
 Population: **599,164**
 Parcels: **160,000**
 Contact: **Nancy Olsen, CIO**
 Phone: **414.286.8710**
 E-mail: nancy.olsen@milwaukee.gov
 Date Contracted: **2/2016**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
N/A	N/A	A/R, Cash Receipting	Business Analytics
		General Billing	Self Service
		Tax Billing	Content Manager SE
		Special Assessments	SaaS



Local Government: **City of Racine (replaced Harris GEMS)**
 Population: **81,855**
 Annual Budget: **\$148 M**
 Employees: **1,300**
 Contact: **Kathleen Fischer, Assistant Finance Director**
 Phone: **262.636.9598**
 E-mail: Kathleen.Fischer@cityofracine.org
 Date Contracted: **4/2014**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets	Employee Expense Reimbursement	Business Licenses	Content Manager SE
Project/Grant Accounting		Special Assessments	CAFR Statement Builder
Contract Management		Tax Billing	Tyler Detect
eProcurement		Tyler Cashiering	



Local Government: **City of Green Bay (replaced Harris GEMS)**
 Population: **104,300**
 Annual Budget: **\$101 M**
 Employees: **1,500**
 Contact: **Diana Ellenbecker, Director of Finance**
 Phone: **920.448.3020**
 E-mail: dianael@greenbaywi.gov
 Date Contracted: **9/2013**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Project/Grant Accounting	Employee Expense Reimbursement	Tyler Cashiering	Content Manager SE
Cash Management	Risk Management		Tyler Systems Management
Contract Management			



Local Government: **City of River Falls (replaced Civic Systems)**
 Population: **15,000**
 Annual Budget: **\$30 M**
 Employees: **150**
 Contact: **Sarah Karlsson, Director of Finance/Controller**
 Phone: **715.426.3416**
 E-mail: skarlsson@rfcity.org
 Date Contracted: **4/2013**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Content Manager SE
Capital Assets		Animal Licenses	
Project/Grant Accounting		Business Licenses	Tyler Systems Management
Cash Management			
Inventory			
Asset Maintenance			



Local Government: **Village of Pleasant Prairie (replaced Civic Systems)**
 Population: **16,000**
 Annual Budget: **\$30 M**
 Employees: **500**
 Contact: **Kathy Goessl, Director of Finance**
 Phone: **262.925.6771**
 E-mail: kgoessl@plprairiewi.com
 Date Contracted: **1/2013**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets	Recruiting	Utility Billing	CAFR Statement Builder
Project/Grant Accounting		Animal Licenses	Content Manager SE
Cash Management		Tyler Cashiering	



Local Government: **City of Waukesha (replaced JD Edwards)**
 Population: **65,000**
 Annual Budget: **\$94 M**
 Employees: **576**
 Contact: **Chris Pofahl, IT Director**
 Phone: **262.524.3566**
 E-mail: cpofahl@ci.waukesha.wi.us
 Date Contracted: **8/2011**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP		A/R, Cash Receipting	Business Analytics
Purchasing		General Billing	Content Manager SE
Capital Assets		Tyler Cashiering	CAFR Statement Builder
Project/Grant Accounting		Animal Licenses	Tyler Systems Management
Cash Management		Tax Billing	
		Special Assessments	



Local Government: **City of Mequon (replaced New World Systems)**
 Population: **24,000**
 Annual Budget: **\$20 M**
 Employees: **300**
 Contact: **Tom Watson, Director of Finance**
 Phone: **262.236.2955**
 E-mail: twatson@ci.mequon.wi.us
 Date Contracted: **7/2010**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets	ExecuTime Time & Attendance	Utility Billing	CAFR Statement Builder
Project/Grant Accounting		Animal Licenses	Content Manager SE
Inventory		Business Licenses	Disaster Recovery
Asset Maintenance		Permits/Inspections	GIS
		Utility Billing	Tyler System Management
		Tyler Cashiering	



Local Government: **City of Madison**
 Population: **208,055**
 Annual Budget: **\$455 M**
 Employees: **2,000**
 Contact: **Patty McDermott, Accounting Manager**
 Phone: **608.266.4478**
 E-mail: pmcdermott@cityofmadison.com
 Date Contracted: **5/2010**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, cash Receipting	Business Analytics
Performance Based Budgeting	Human Resources	Cashiering	Self Service
Purchasing	Risk Management	General Billing	CAFR Statement Builder
eProcurement	Recruiting		GIS
Project/Grant Accounting	Employee Expense Reimbursement	Utility Billing	Content Manager
Capital Assets		Business Licenses	Disaster Recovery
Bid Management		Tax Billing	Tyler System Management
Cash Management			Tyler Notify
Contract Management			
Inventory			
Asset Maintenance			



Local Government: **City of Sun Prairie**
 Population: **21,000**
 Annual Budget: **\$30 M**
 Employees: **500**
 Contact: **Don McDermott Director of IT**
 Phone: **608.825.0808**
 E-mail: dmcdermott@cityofsunprairie.com
 Date Contracted: **11/2008**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets		Permits/Inspections	Tyler System Management
Project/Grant Accounting		Animal License	OpenFinance
Asset Maintenance		Business License	Content Manager SE
Inventory		Cashiering	



Local Government: **City of Brookfield (replaced New World Systems)**
 Population: **37,000**
 Annual Budget: **\$45 M**
 Employees: **350**
 Contact: **Robert Scott, Director of Finance**
 Phone: **262.796.6643**
 E-mail: scott@ci.brookfield.wi.us
 Date Contracted: **5/2008**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets		Business Licenses	Content Manager SE
Project/Grant Accounting		Permits/Inspections	Tyler System Management
		Tax Billing	Disaster Recovery
		Utility Billing	



Local Government: **City of Sheboygan**
 Population: **50,800**
 Annual Budget: **\$72 M**
 Employees: **500**
 Contact: **Bob Bluske, IT Director**
 Phone: **920.783.6762**
 E-mail: Bob.Bluske@sheboyganwi.gov
 Date Contracted: **3/2008**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets		Permits/Inspections	Content Manager EE
Project/Grant Accounting		Business Licenses	Tyler Systems Management
Cash Management		Parking Tickets	
Tyler 311/Incident Management		Parks & Rec	



Local Government: **City of Oshkosh**
 Population: **63,000**
 Annual Budget: **\$101 M**
 Employees: **700**
 Contact: **Tony Neumann, Director of IT**
 Phone: **920.236.5148**
 E-mail: tneumann@ci.oshkosh.wi.us
 Date Contracted: **2/2007 PR/HR; 8/2015 Financials/Revenue**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, cash Receipting	Business Analytics
Performance Based Budgeting	Human Resources	General Billing	Citizen Self Service
Capital Assets	Recruiting	Tax Billing	eProcurement
Project/Grant Accounting	ExecuTime Advanced Scheduling	Utility Billing	Content Management SE
Asset Maintenance	ExecuTime Time & Attendance	Parking Tickets	CAFR Statement Builder
Inventory		Animal Licenses	BMI Asset
Cash Management		Cashiering	BMI Inventory
Purchasing		Tyler Payments	GIS
Contract Management			Tyler System Management
Bid Management			



Local Government: **City of West Bend**
 Population: **28,200**
 Annual Budget: **\$45 M**
 Employees: **300**
 Contact: **Amy Ajack, IS Director**
 Phone: **262.335.5189**
 E-mail: iscoord@ci.west-bend.wi.us
 Date Contracted: **7/2006**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Project/Grant Accounting		Permits/Inspections	Tyler System Management
Inventory		Special Assessments	Content Manager SE
Asset Maintenance		Animal Licenses	
Cash Management			



Local Government: **City of New Berlin**
 Population: **38,200**
 Annual Budget: **\$42 M**
 Employees: **250**
 Contact: **Ralph Chipman, Director of Finance**
 Phone: **262.797.2448**
 E-mail: rchipman@newberlin.org
 Date Contracted: **12/2003**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Project/Grant Accounting		Utility Billing	SaaS
		Tax Billing	
		Permits/Inspections	



Local Government: **City of Eau Claire**
 Population: **62,000**
 Annual Budget: **\$86 M**
 Employees: **600**
 Contact: **Christine Wagner, Financial Operations Manager**
 Phone: **715.839.6043**
 E-mail: Christine.wagner@eauclairewi.gov
 Date Contracted: **8/2000**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Project/Grant Accounting		Utility Billing	Content Manager SE
Capital Assets		Permits/Inspections	SaaS
		Tax Billing	
		Animal Licenses	



Local Government: **City of La Crosse**
 Population: **52,000**
 Annual Budget: **\$93 M**
 Employees: **575**
 Contact: **Jacky Greschner, Director of IS**
 Phone: **608.789.8226**
 E-mail: greschnerj@cityoflacrosse.org
 Date Contracted: **8/1999**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	N/A	A/R, Cash Receipting	Business Analytics
Purchasing		General Billing	Self Service
Capital Assets		EnerGov Permits/Inspections	GIS
Project/Grant Accounting		EnerGov Business Management	Content Manager SE
Bid Management		EnerGov eReviews	Tyler System Management
Inventory		Animal Licenses	
Asset Maintenance		Tax Billing	
Cash Management		Cashiering	



Local Government: **City of Beloit**
 Population: **36,000**
 Annual Budget: **\$67 M**
 Employees: **365**
 Contact: **Eric Miller, Budget & Finance Analyst**
 Phone: **608.364.6676**
 E-mail: millere@beloitwi.gov
 Date Contracted: **5/1998**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets		Animal Licenses	Tyler System Management
Project/Grant Accounting		Business Licenses	Disaster Recovery
Asset Maintenance		Permits/Inspections	Content Manager SE
Inventory		Utility Billing	
Bid Management			



Local Government: **Waushara County (replaced Springbrook/ADP)**
 Population: **24,369**
 Annual Budget: **\$32M**
 Employees: **360**
 Contact: **Barry West, Information Systems Coordinator**
 Phone: **920-787-6586**
 E-mail: barry.west@co.waushara.wi.us
 Date Contracted: **6/2021**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Content Manager SE
Bid Management	Employee Expense Reimbursement	Cashiering	Tyler Enterprise Payments
Contract Management	ExecuTime Time & Attendance	Citizen Self Service	Human Services
eProcurement	ExecuTime Advanced Scheduling		ACFR Statement Builder
Capital Assets			
Project/Grant Accounting			
Cash Management			
Inventory			
Asset Maintenance			



Local Government: **Sheboygan County (replaced JD Edwards)**
 Population: **115,456**
 Annual Budget: **\$161M**
 Employees: **1,040**
 Contact: **Wendy Charnon, Director of Finance**
 Phone: **920-459-3166**
 E-mail: wendy.chnaron@sheboygancounty.com
 Date Contracted: **2/2020**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets	Employee Expense Reimbursement		Content Manager SE
Project/Grant Accounting	ExecuTime Time & Attendance		CAFR Statement Builder
Cash Management	ExecuTime Advanced Scheduling		Quatred Asset/Inventory Scanning
Inventory			
Asset Maintenance			



Local Government: **Shawano County (replaced JD Edwards)**
 Population: **41,062**
 Annual Budget: **\$37 M**
 Employees: **461**
 Contact: **Carrie Buntjer, Finance Director**
 Phone: **715.526.4848**
 E-mail: carrie.buntjer@co.shawano.wi.us
 Date Contracted: **12/2018**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP		A/R, Cash Receipting	Business Analytics
Purchasing		General Billing	Content Manager SE
eProcurement			CAFR Statement Builder
Contract Management			Tyler Systems Management
Capital Assets			
Project/Grant Accounting			
Cash Management			
Inventory			



Local Government: **Green County (replaced Homegrown AS400)**
 Population: **37,000**
 Annual Budget: **\$42 M**
 Employees: **356**
 Contact: **Julie Sachs, Finance Director**
 Phone: **608-328-9449**
 E-mail: jsachs@greencountywi.org
 Date Contracted: **1/2018**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets			Content Manager SE
Project/Grant Accounting			SaaS
Cash Management			



Local Government: **Dodge County (replaced JD Edwards)**
 Population: **88,000**
 Annual Budget: **\$120 M**
 Employees: **800**
 Contact: **David Ehlinger, Finance Director**
 Phone: **920-386-3287**
 E-mail: dehlinger@co.dodge.wi.us
 Date Contracted: **12/2017**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP		A/R, Cash Receipting	Business Analytics
Purchasing		General Billing	GIS
Capital Assets		Tyler Cashiering	Content Manager SE
Project/Grant Accounting			
Cash Management			
Inventory			
Contract Management			
Employee Expense Reimbursement			
Activity Accounting			

eProcurement			
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Local Government: **Clark County (replaced ACS)**
 Population: **35,000**
 Annual Budget: **\$55 M**
 Employees: **600**
 Contact: **Terri Domaszek, Comptroller**
 Phone: **715-743-5149**
 E-mail: Terri.Domaszek@co.clark.wi.us
 Date Contracted: **8/2017**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets	Employee Expense Reimbursement	Tyler Cashiering	Content Manager SE
Project/Grant Accounting	ExecuTime Time & Attendance		CAFR Statement Builder
Cash Management			Tyler System Management
Bid Management			
Contract Management			
Inventory			
Asset Maintenance			
eProcurement			



Local Government: **Washington County (replaced JD Edwards, Infinium HCM)**
 Population: **134,296**
 Annual Budget: **\$122 M**
 Employees: **850**
 Contact: **Margaret M. Hamers, Finance Director**
 Phone: **262.335.4328**
 E-mail: Margaret.Hamers@co.washington.wi.us
 Date Contracted: **11/2016 (HCM); 10/2019 (Financials)**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets	Employee Expense Reimbursement	Tyler Cashiering	Content Manager SE
Project/Grant Accounting			
Cash Management			
Inventory			
Contract Management			



Local Government: **Jefferson County (replaced JD Edwards)**
 Population: **74,000**
 Annual Budget: **\$110 M**
 Employees: **650**
 Contact: **Marc A DeVries, Finance Director**
 Phone: **920.674.7142**
 E-mail: marcdl@jeffersoncountywi.gov
 Date Contracted: **6/2016**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets	ExecuTime Time & Attendance	Tyler Cashiering	Content Manager SE
Project/Grant Accounting	ExecuTime Advanced Scheduling		Tyler Systems Management
Cash Management			
Bid Management			
Contract Management			
eProcurement			
Activity Accounting			



Local Government: **Racine County (replaced JD Edwards/Infor Infinium HCM)**
 Population: **195,000**
 Annual Budget: **\$140 M**
 Employees: **1,200**
 Contact: **Brian Nelson, Finance Director**
 Phone: **262.636.3455**
 E-mail: brian.nelson@racinecounty.com
 Date Contracted: **3/2016**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets	Employee Expense Reimbursement		Content Manager SE
Project/Grant Accounting			CAFR Statement Builder
Cash Management			SaaS
Bid Management			
Contract Management			
eProcurement			



Local Government: **Outagamie County (replaced Infor Infinium HCM)**
 Population: **180,354**
 Annual Budget: **\$151 M**
 Employees: **1,200**
 Contact: **Brian Massey, Finance Director**
 Phone: **920.832.1675**
 E-mail: brian.massey@outagamie.org
 Date Contracted: **1/2016**

Munis Applications

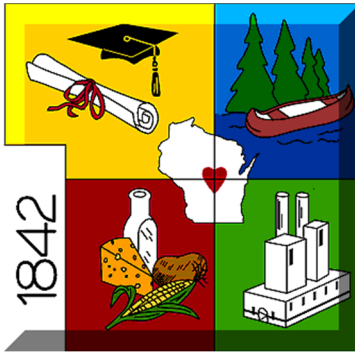
Financial	Human Capital Management	Revenue	Specialty Items
	Payroll		Business Analytics
	Human Resources		Self Service
			Content Manager SE
			SaaS



Local Government: **Marinette County (replaced in-house system)**
 Population: **43,384**
 Annual Budget: **\$70 M**
 Employees: **500**
 Contact: **Laura Mans, Director of Finance**
 Phone: **715.732.7422**
 E-mail: lmans@marinettecounty.com
 Date Contracted: **4/2015**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Cash Management	Recruiting	Tyler Cashiering	CAFR Statement Builder
Capital Assets	Employee Expense Reimbursement		Content Manager SE
			Tyler System Management



Local Government: **Portage County (replaced in-house system)**
 Population: **67,000**
 Annual Budget: **\$97.5 M**
 Employees: **883**
 Contact: **Jennifer Jossie, Finance Director**
 Phone: **715.346.1330**
 E-mail: jossiej@co.portage.wi.us
 Date Contracted: **3/2014**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets	Employee Expense Reimbursement	Tyler Cashiering	Content Manager SE
Project/Grant Accounting			GIS
Asset Maintenance			CAFR Statement Builder
Inventory			Tyler System Management
Bid Management			
Contract Management			
Cash Management			
eProcurement			



Local Government: **Monroe County (replaced ACS)**
 Population: **41,000**
 Annual Budget: **\$62 M**
 Employees: **480**
 Contact: **Tina Osterberg, County Administrator**
 Phone: **608.269.8707**
 E-mail: tina.osterberg@co.monroe.wi.us
 Date Contracted: **2/2014**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets		Tyler Cashiering	CAFR Statement Builder
Project/Grant Accounting			Content Manager EE
Inventory			GIS
Asset Maintenance			SaaS
Bid Management			
Contract Management			
Cash Management			

eProcurement			
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Local Government: **Winnebago County (replaced PeopleSoft)**
 Population: **165,000**
 Annual Budget: **\$150 M**
 Employees: **980**
 Contact: **Vicky Fitzgerald, Director of Finance**
 Phone: **920.232.3443**
 E-mail: vfitzgerald@co.winnebago.wi.us
 Date Contracted: **8/2010**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Contract Management			CAFR Statement Builder
Project/Grant Accounting			Content Manager SE
			Tyler System Management



Local Government: **Walworth County**
 Population: **94,000**
 Annual Budget: **\$116 M**
 Employees: **1,000**
 Contact: **Andy Lamping, Financial Systems Administrator**
 Phone: **262.741.4936**
 E-mail: alamping@co.walworth.wi.us
 Date Contracted: **6/2006**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets		EnerGov Permits/Inspections	GIS
Project/Grant Accounting		EnerGov Business Management	SaaS
Contract Management			Content Manager SE



Local Government: **Dane County**
 Population: **427,000**
 Annual Budget: **\$413 M**
 Employees: **2,300**
 Contact: **John Mueller, MIS Project Manager**
 Phone: **608.266.9047**
 E-mail: Mueller.john@countyofdane.com
 Date Contracted: **6/2004**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	N/A	A/R, Cash Receipting	Business Analytics
Purchasing		General Billing	Content Manager SE
Capital Assets			
Project/Grant Accounting			
Contract Management			
Bid Management			



Local Government:	Sauk County
Population:	55,000
Annual Budget:	\$71 M
Employees:	624
Contact:	Matt Vodak, Systems Support
Phone:	608.355.3569
E-mail:	matt.vodak@saukcountywi.gov
Date Contracted:	9/2001

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Purchasing	Human Resources	General Billing	Self Service
Capital Assets			Content Manager SE
Project/Grant Accounting			SaaS



Local Government: **Lincoln County**
 Population: **30,000**
 Annual Budget: **\$46 M**
 Employees: **410**
 Contact: **Dan Laydet, Finance Director**
 Phone: **715.539.1030**
 E-mail: dleydet@co.lincoln.wi.us
 Date Contracted: **8/2001**

Munis Applications

Financial	Human Capital Management	Revenue	Specialty Items
GL, Budget, AP	Payroll	A/R, Cash Receipting	Business Analytics
Project/Grant Accounting	Human Resources	General Billing	
Capital Assets			

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Section 4 Vendor Qualifications

Vendor Qualifications

The fourth section should provide responses to the vendor qualification questions included in Section V (pages 6-21) of this proposal.

NOTES AND ASSUMPTIONS

Tyler Reporting Services

Wherever Tyler Technologies, Inc. has responded affirmatively to certain functional checklist questions/requirements/specifications as requiring the use of Tyler Reporting Services, (SSRS), the City is solely responsible for development of the necessary/required report(s), unless specifically indicated otherwise.

Interfaces / Customizations

Interface requirements agreed to by Tyler within this response will depend on the customer maintaining an active support agreement with the identified third-party system as well as a current version actively supported by the manufacturer/developer of the product installed.

Custom Modifications

Custom modifications, if quoted with a specific dollar value, are priced based upon the total proposed software package and the requirements set forth in the RFP. To the extent system components and/or requirements change, pricing for custom modifications may also change. If a custom modification is identified without a price, that identification is provided as an alert that the functionality is not available “out of the box,” and additional information is required from the customer before Tyler can price the modification. During the contract negotiation process, Tyler expects to work with the customer to identify the custom modifications that will be considered within the project scope, and to finalize the associated price. Those modifications will be delivered during the project on the schedule the parties mutually agree to during the contracting and/or project planning process(es). Any custom modifications that the customer requests post-contracting will be subject to an amendment or change order, which will address at least the pricing and schedule impacts of adding the subject modification to the original project scope and schedule.

Future Functionality

Future Functionality, when and if provided, will be released on the same timeline as the functionality is made generally available to customers under a maintenance agreement with Tyler. If a customer requires that such functionality be committed to within the contract, the functionality will be treated as a custom modification, payable by the customer.

Please reference the Vendor Qualifications on the following pages.

IV. System Requirements

Single Input

Information should be entered into the system once. Duplicate entry of data should be eliminated.

Ease of Use

The system should be easy to use and learn. A Windows Client environment is required with support for Windows 10 and planned support for Windows 11.

Budget

Transactions that affect financial balances should be reflected immediately in the appropriate ledgers.

Forecast

Users should be able to forecast required resources based on current, actual data.

Remote Access

The system should provide secured offsite remote access capabilities.

Convenient Communications

The system should facilitate the exchange of information by supporting electronic messaging and mail functions.

Ad Hoc Reporting

The system should provide reporting tools for generating custom reports from system information.

System Documentation

There should be documentation manuals for each system/module.

Security

The system should be capable of enforcing uniform policies and procedures. Security should cover various levels from user to user class or groups.

V. Vendor Qualifications

The following requirements and features have been identified by the village for inclusion in the desired system. The responses should be in the following format:

Circle "Y" if the item is included as part of the standard system package

Circle "N" if the item is not available

Circle "M" if the system requires modifications to meet this specification

Please identify the estimated cost of any required modification

General Questions

- | | | |
|--|--|----------|
| <p>1. User Group Meetings: Do you currently sponsor regular (i.e., quarterly/annually) user group meetings</p> <p>Indicate frequency: Annually</p> | <p>☒ Y</p> | <p>N</p> |
| <p>2. User Documentation: Do you provide user documentation manuals for each system/module</p> | <p>☒ Y</p> | <p>N</p> |
| <p>3. Functional Fit: If you are chosen as a finalist, are you willing to provide a detailed demonstration of each system/module</p> | <p>☒ Y</p> | <p>N</p> |
| <p>4. Training and Support: Do you provide detailed on-site training, documentation, and support during initial implementation</p> | <p>☒ Y</p> | <p>N</p> |
| <p>Is ongoing support available:</p> <p>Hours:</p> <p>7 am – 7 pm CST</p> <p>Days:</p> <p>Monday - Friday</p> <p>Response Time:</p> <p>Our response times for the past year were a minimum response of zero minutes, a maximum response time of 24 hours (i.e. next business day). Our average response time was 69 minutes and our median response time was 15 minutes.</p> <p>Is support web-based</p> | <p>☒ Y</p> | <p>N</p> |
| <p>5. Training: Specify how many staff-days of training you anticipate providing as part of your proposal</p> <p>Please see the Investment Summary included with this proposal.</p> | | |

6. **Hourly Rates:** Rates for additional work outside the scope of any contract should the vendor be selected

\$185 an hour for remote work for implementation, \$210 an hour for on-site work for implementation, \$200 per hour for after-hours support.

7. **Report Writer:** Describe how your report writer works and identify if it is provided by another entity

Tyler provides training and support for Microsoft Excel PivotTable / PivotChart reports using SQL Server Analysis Services (SSAS) database cubes and Microsoft SQL Server Reporting Server (SSRS) for ad-hoc reporting. Ad-hoc reporting resources are integrated with application security simplifying administration while ensuring only those with rights to data can access it.

Built with Munis Data Mart dimensional data, Tyler's database cubes provide for quick response reporting of high-level summary information with the ability to quickly drill down to the lowest detail level of module specific data. Key Performance Indicator (KPI) lists are also included to visually represent trends in data. Using Microsoft Excel, users connect to these cubes to easily create complex report on and analyze data through PivotTables and PivotCharts.

Tyler offers a full reporting library with hundreds of pre-made reports for SSRS available for download from Tyler's online KnowledgeBase. Clients can solely use the reports provided by Tyler and use SSRS with little to no expertise of the product or other technical skills. SQL Server Reporting Services also provides a full range of ready-to-use tools and services to help you create, deploy, and manage reports for your organization. Reporting Services includes programming features that enable you to extend and customize your reporting functionality. Reports can include rich data visualization, including charts, maps, and sparklines. SSRS Report Builder is a web-deployed app targeted at non-developers such as information workers, who need to be able to create ad-hoc reports quickly and easily. It provides easy to use drag and drop functionality in a Microsoft Office-like environment and shields users from the complexity of the underlying data source(s) by enabling them to interact with report models.

8. **Conversion Process:** Describe how you would convert our current system to yours and explain how you will ensure the system is ready to go live

Please reference section 7.7 or our proposal.

9. **Security:** Describe the security provisions of proposed software

Tyler SaaS Hosting Operations employ best practice security controls and are subject to annual assurance audits. Audits include SOX-404 Financial and IT General Control conducted by an independent CPA firm, SOC 1 Type 2 and SOC 2 Type 2 conducted by an independent AICPA firm, and PCI Security Council PA-DSS and PCI-DSS validation for Tyler's payment and payment gateway applications.

Physical Security Controls

Using proximity key card entry systems and cameras, access to Tyler SaaS data centers is restricted to authorized personnel only. Data center entry attempts audited regularly by internal staff and external auditors. Tyler hosting services also include a dedicated Network Operations Center (NOC) for 24x7 monitoring of system utilization and network activity.

Technical Security Controls

Tyler SaaS employs a variety of industry-standard solutions for monitoring and intrusion detection and prevention. Firewalls include Intrusion Protection System (IPS) modules to detect and prevent intrusions. A variety of routine scans are performed regularly including vulnerability scans, anti-malware monitoring, external penetration tests, and static and dynamic security scanning. Tyler also leverages a third-party service for DDoS detection and mitigation.

Transport Layer Security (TLS) encryption protects communication with Tyler applications, including end-user access through TLS-protected HTTPS. This widely adopted protocol secures sensitive data by preventing reading or modifying information transferred.

Tyler SaaS deployments utilize disk encryption-at-rest for regulatory compliance and security audit readiness. Disk encryption-at-rest allows for data protection across all scenarios in which data that is stored in the disks is compromised due to disks removal from the site. With data encryption using AES256 and the ability to securely erase a disk, the risk of data exposure is eliminated.

Application Security Controls

Tyler applications require end-user authentication through any SAML2 or OIDC-based identity provider (idP) such as Microsoft Azure AD or Google Identity Platform. Applications include comprehensive Role Based Access Control (RBAC) security to facilitate the management of application access through groups of permissions - roles - and assigning those roles to any number of users. This allows administrators to maintain access for multiple users who may share common responsibilities simultaneously rather than on an individual, user basis.

Roles can be created and customized to offer an extremely flexible level of access control within each application suite. This includes product, module and menu item access (i.e. what programs can users open), functional access (i.e. what processes can users perform) and finally, record-based and, where available, field level access (i.e. what data can users see). Role permissions can also span multiple modules within each application providing easy administration for those individuals who may “wear multiple hats”. If overlapping or conflicting permissions are applied to a user, the highest priority / least restrictive access is granted to that user.

Once application roles are created, user accounts are added to the system, either manually or imported from Active Directory and roles are then assigned to a user, providing access to the system. All of this is done using easy-to-use, integrated applications, requiring very little technical expertise.

Organizational Security Controls

Tyler’s Human Resource department follows standard recruitment, hiring, and termination processes. Every employee is subject to a background check prior to hire. Upon hire, all employees are required to sign an employee handbook acknowledgement, which includes security policies, and sign a confidentiality/non-disclosure agreement. All employees must complete and acknowledge corporate security awareness training annually.

Tyler implements a role-based access control methodology to ensure only authorized people with a need for access are given it. To the extent Tyler users have access, Tyler employs a least-privileged access strategy, meaning that individuals are given and use only the least administrative rights possible to do the task at hand. Tyler compliments these strategies with controls and monitoring to ensure only those authorized users can access the systems allowed.

System IT Specifications

General

1.	Does installation services from the vendor include installing software/client on each PC that needs it within the village	Y	N
2.	Does the application run in a browser	Y	N
3.	Is the application client/server based	Y	N
4.	If the application is host server based, is it:		
	Cloud	Y	N
	On-site	Y	N
	Client choice	Y	N
	Tyler has provided pricing options for both SaaS and on-premises hosting options.		
5.	If the host server is on-site:		
	Will it run VMware	Y	N
	What are the requirements		
	RAM _____		
	Disk space _____		
	CPU _____		
	What operating system is required		
	What database system is required		

Please reference the Tyler System Specifications provided with our proposal.

Support

- 1. Describe your customer support system (i.e. web, phone, workstation, client installed, etc.).

Please reference section 7.8 f Tyler’s proposal for a complete overview.

- 2. Are there different service level agreements
If yes, please breakout on separate sheet of paper and
include with the Cost Summary Proposal

- 3. If the server is on-site, who is responsible for updates to
the application-
SaaS proposed. Cloud print utility

- 4. Are updates included in the maintenance fees

Y 

 N

5. How often are new versions released

Tyler provides releases on a quarterly basis. Please reference our proposal for more information.

6. Are new versions included in the maintenance fees

y

N

System Security

1. Does the system include basic password protection for standard access

y

N

2. Can application access be restricted by password or login? Explain:
By Login

y

N

M

3. Are user password parameters simple? Explain parameters:
Password update parameters are typically enforced directly through the municipality's Active Directory.

y

N

M

4. Application includes the ability to backup and restore from the user interface for disaster recovery

y

N

M

Application Features

1. Software integrates through other systems - import/export using standard formatted files, XML, CSV, or other

y

N

M

2. System uses real-time processing

y

N

M

3. System uses batch processing

y

N

M

4. System uses a combination of real-time and batch processing. Describe:

Depending on functional area some transactions are real time others are posted in batch.

5. Menus have drill-down capabilities for detail

y

N

6.	Drill-down capabilities include scanned copies of documentation attached to the transaction	Y	N	M
7.	Screens are in a GUI format	Y	N	M
8.	System has complete on-line help function	Y	N	M
9.	System has a report writer for ad hoc reporting	Y	N	M
10.	Software is compatible with RecTrac Parks & Recreation software.	Y	N	M

Financial transactions can be imported via file import.

General Ledger

1.	Provides all procedural functions of a fund accounting system in conformity with GAAP and GASB accounting standards.	Y	N	M
2.	Module can handle unlimited number of accounts	Y	N	M
3.	Module provides an adequate audit trail for each transaction	Y	N	M
4.	Module has interface capability to all other modules	Y	N	M
5.	Module provides centralized account management	Y	N	M
6.	Information can be exported to other software (Excel, etc.)	Y	N	M
7.	Module is able to provide multiple payment centers	Y	N	M
8.	Module allows for a minimum of 13 periods per year	Y	N	M
9.	Module allows two or more fiscal years to be open at one time.	Y	N	M

Two years can be open at any time.

- | | | | | |
|-----|--|----------|----------|----------|
| | | Y | N | M |
| 10. | Module allows unlimited years of detailed information | | | |
| 11. | Module provides for real-time maintenance of accounts: | | | |

11. At a minimum, are the following reports available:			
Detail of transactions by account/object code	Y	N	M
Revenue and expense detail by account	Y	N	M
Revenue and expense summary	Y	N	M
Trial balance by fund	Y	N	M
Chart of accounts	Y	N	M
Balance sheet by fund	Y	N	M
12. Selectivity for accounting information is available:			
By account	Y	N	M
By period	Y	N	M
By data range	Y	N	M
By amount	Y	N	M
13. Reports can be rerun for periods other than the current period in all modules	Y	N	M
14. Entries can be tracked by:			
Transaction date and time	Y	N	M
Posting date and time	Y	N	M
By user performing entry	Y	N	M
By module	Y	N	M
15. Module has an approval process for account maintenance	y	N	M
We currently have a permission for individual users that grants access to general account maintenance (ie. Org or Segment Changes, Creating or Updating Accounts) Approval processes for account maintenance would need a modification.			
16. Module can "lock" previous year after year-end closure occurs to avoid inadvertent changes	Y	N	M
17. Module allows on-line notes to accounts	Y	N	M
Number of characters			
18. Specify number of user-defined Chart of Account components and number of characters per account			
Munis has a flexible chart of accounts structure that supports one fund (up to four characters), one object (up to six characters), one project (if applicable) (up to five characters), and up to seven configurable segments (up to 10 characters each) for a maximum account length of 45 alphanumeric characters across 10 segments.			
19. Specify number of funds system can manage			
Over 9,999. Users have up to 4 values to use for a fund but can be made up of Numbers and Letters.			

Bank Reconciliation

- | | | | | |
|----|---|---|---|---|
| 1. | Accounts Payable and Cash Receipts are integrated with cash account transactions and automatically post to the bank reconciliation module | y | N | M |
| 2. | Module capable of uploading an electronic file of cleared items from the bank to the check reconciliation module | y | N | M |
| 3. | Module produces a monthly reconciliation statement detailing bank balance at last statement, cleared checks, cleared deposits, cleared interest, service charges, and miscellaneous items | y | N | M |
| 4. | Module has the ability to create adjusting entries based on reconciliation process | y | N | M |

Cash Receipting

- | | | | | |
|----|---|---|---|---|
| 1. | Module has an unlimited number of accounts/ transaction codes | y | N | M |
| 2. | Module distributes appropriate information to: | | | |
| | General Ledger | y | N | M |
| | Utility Billing | y | N | M |
| | Licensing and Permitting | y | N | M |
| | Accounts Receivable | y | N | M |
| 3. | Module tracks all entered payments including voided receipts | y | N | M |
| 4. | Module provides integration to an electronic cash drawer | y | N | M |
| 5. | Module provides cash-out procedures for balancing each operator | y | N | M |
| 6. | Module provides the ability to define payment mode and provide daily deposits, cash, check, and credit card composition | y | N | M |
| 7. | Module can print a cash receipt on demand | y | N | M |
| | Reprint a receipt | y | N | M |

8.	Module allows viewing transactions in the cash receipts:			
	Current transactions	Y	N	M
	Pending transactions	Y	N	M
	Historical transactions	Y	N	M
9.	Module provides on-line payment information and credit card processing	Y	N	M
10.	Module allows more than one transaction per receipt	Y	N	M
11.	Module allows for overpayments to be transferred to accounts payable for a refund check	Y	N	M
12.	Will the module interface with 3rd party software? Specify: Via Tyler Cashiering API's	Y	N	M

13.	Module has barcoding capabilities	Y	N	M
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Accounts Receivable

1.	Module provides an interface with the cash receipting module to allow cashiers to query and/or post invoices	Y	N	M
2.	Module supports scanning of checks and invoices and allows drilling down of information to show scanned documents	Y	N	M
3.	Module provides a detailed transaction history and audit trail, transaction detail includes all voided transactions	Y	N	M
4.	Module fully integrates with the general ledger, cash receipting and accounts payable modules	Y	N	M
5.	Module has the ability to calculate and apply late fees	Y	N	M
6.	Module creates user defined payment plans with dates for payment and charges penalties if payment dates are missed	Y	N	M

7.	Module allows for single step collection of payments and posts transactions to owner's record at the time payment is received	Y	N	M
8.	Module indicates the form of payment for transaction	Y	N	M
9.	Module has the ability to accept and process credit card payments on-line and creates receipt for on-line payments	Y	N	M

Accounts Payable

1.	Module interfaces with other modules			
	General Ledger	Y	N	M
	Bank Reconciliation	Y	N	M
	Budget Preparation	Y	N	M
	Cash Receipting	Y	N	M
	Purchasing	Y	N	M
	Licensing and Permitting	Y	N	M
	Utility Billing	Y	N	M
	Vehicle Licensing	y	N	M
2.	Module has an unlimited number of accounts	Y	N	M
3.	Module provides for vendor maintenance:			
	By vendor name	Y	N	M
	By vendor number	Y	N	M
4.	Module supports temporary vendors	Y	N	M
5.	Describe temporary vendor codes and year-end maintenance procedures.			

Munis utilizes a One Time Pay vendor process. The One Time Pay vendor record allows you to pay multiple payees and use only one vendor record to do so. This functionality will allow for less maintenance in the Vendor Maintenance program by limiting the number of vendors in the file while still storing for inquiry all pertinent vendor information on the invoice. All other aspects of entering or importing an invoice stay exactly the same as using an "Active" vendor except that you are prompted for the name and address during entry. The One Time Pay vendor records are treated similar to a normal vendor record at year end producing a 1099 if it meets the minimal reporting requirements.

product/service codes

Y

N

M

7. Module allows unlimited years of history

Y

N

M

8.	Vendor history can be accessed by:			
	Vendor name	Y	N	M
	Invoice number	Y	N	M
	Invoice date	Y	N	M
	Check date	Y	N	M
	Check number	Y	N	M
	Amount	Y	N	M
	Account code	Y	N	M
9.	Module tracks whether vendors require 1099s and the supporting documentation for the 1099s	Y	N	M
10.	Module prints and/or E-Files 1099s at year-end	Y	N	M
11.	Module verifies budget status prior to accepting a transaction	Y	N	M
12.	Module supports on-line paperless requisition and purchase orders, including on-line approvals	Y	N	M
13.	Module supports recurring entries (biweekly, monthly)	Y	N	M
14.	Module allows cancellation of invoices	Y	N	M
15.	Module is able to void checks	Y	N	M
16.	Module prevents duplicate payments	Y	N	M
17.	Module prevents crossing of funds with expenditures and bank cash accounts	Y	N	M
18.	Module accommodates wire transfers of funds	Y	N	M

Budget Preparation

1.	Module forecasts, using different methods, year-end balances based on current year-to-date data	Y	N	M
2.	Module forecasts future periods' budgets based on current or prior year data	Y	N	M

3.	Based on parameters entered, module modifies:			
	Single-line item	Y	N	M
	Ranges of items	Y	N	M
	Entire projection	Y	N	M
4.	Module allows for budget amendments while maintaining the original budget and the amended budget	Y	N	M
5.	Module integrates multi-year project budgets into the annual budget	Y	N	M

Payroll/Human Resources

- Describe how the payroll module is integrated with the general ledger, accounts payable, and budget planning modules

Munis GL, AP and Position budgeting are fully integrated.

2.	Module has unlimited number of accounts	Y	N	M
3.	Module allows for unlimited salary tables	Y	N	M
4.	Module supports standard user-defined salary tables	Y	N	M
	Tables can be redefined and changed	Y	N	M
5.	Module allows for unlimited number of pay types	Y	N	M
6.	Module allows for unlimited number of employees	Y	N	M
7.	Employee codes can be changed and new codes created while leaving prior history attached	Y	N	M
8.	Module allows for unlimited years of history	Y	N	M
9.	Module supports multiple pay periods	Y	N	M
10.	Module supports part-time and hourly employees with pro-rated benefits	Y	N	M

11.	Module supports multiple positions for a single employee processed to different accounts/departments	Y	N	M
12.	Module distributes salary, by department, to multiple funds and accounts	Y	N	M
	Module automatically generates due to/from entries to balance cash accounts	Y	N	M
13.	Module tracks accrued time earned			
	Vacation	Y	N	M
	Sick time	Y	N	M
	Comp time	Y	N	
	Number of user defined accruals			
14.	Payroll module allows for remote data entry of timesheets	Y	N	M
15.	Module allows daily or weekly time entry by employee	Y	N	M
16.	Module supports other methods of time entry (electronic time clocks, etc.)	Y	N	M
17.	Module supports employee time-entry with supervisor approval	Y	N	M
	Feature can be modified during payroll time-entry review	Y	N	M
18.	Module Supports Aladtec integration	Y	N	M
	Via Time entry import with compatible file.	Y	N	M
19.	Module generates and electronically reports			
	W2 statements , WRS, UCT101, 1095 Forms			
	941 and other annual/quarterly reports	Y	N	M
19.	Module allows employees to access their payroll and leave information including prior W2 statements	Y	N	M
20.	Tax tables maintained and updated by the software provider			
21.	Describe the payroll module's security system			

Tyler applications feature a comprehensive Role Based Access Control (RBAC) security model for centrally granting access to the system across all application modules. Based on the standards written by the National Institute of Standards and Technology, RBAC facilitates the management of application access through groups of permissions—roles—and assigning those roles to any number of users. This allows administrators to maintain access for multiple users who may share common responsibilities simultaneously rather than on an individual, user basis.

Administrators create and customize an unlimited number of roles, consisting of permissions and parameters. Users are then added to the system, either manually or imported from Active Directory. Finally, any number of roles can be assigned to a user, providing access to the system. All of this is done using easy-to-use, integrated applications, requiring very little technical expertise.

Traditionally, application security is centrally administered by a site's IT department. While this is still possible with Tyler, a unique and useful feature commonly employed by clients, is the ability to decentralize security administration by application module to specific users or groups of users. This ensures those most familiar with the processes and records are responsible for maintaining appropriate security rather than those in IT who may be less familiar.

Roles can be customized to offer an extremely flexible level of access control to all aspects of the solution. This includes product, module, and menu item access (i.e., what programs can users open), functional access (i.e., what processes can users perform) and data and field level access (i.e., what data can users see). Role permissions can also span multiple modules providing easy administration for those individuals who may "wear multiple hats." If overlapping or conflicting permissions are applied to a user, the highest priority / least restrictive access is granted to that user.

No role or user has access to a function or data unless explicitly assigned by the site's administrator. When role permissions are changed, those changes are immediately applied to all users that role is assigned to. In addition, effective dates can also be applied to any role assigned to a user. This is extremely useful for times when a user may be filling in for another user during a known period. Rather than manually adding / removing roles to a user, an administrator can set effective start and end dates when the role permissions will automatically be applied and revoked. Finally, in addition to importing user accounts from Active Directory, user attributes can also be synchronized with Active Directory.

The end result for clients is greater overall security, reduced IT administration costs and enhanced workflow. The RBAC security approach and unique ability to decentralize administration streamlines the process of adding new users and maintaining access, saving users valuable time.

Purchasing

1.	Supports an on-line paperless requisition and purchase order system with on-line approvals and drilled down scanned copies of supporting documentation	Y	N	M
2.	Matching of requisitions, invoices, and receiving reports is automated	Y	N	M
3.	Fully integrates encumbrance/purchase order with accounts payable and general ledger modules	Y	N	M
4.	Provides a warning to the user if requisition will exceed budget	Y	N	M
5.	Allows user to run queries to see all expenditures posted to line item, with detailed drilldown view of scanned invoices and checks	Y	N	M
6.	Allows for partial payment of a purchase order, the ability to increase or decrease the total amount of the purchase order, and the ability to void a purchase order	Y	N	M
7.	Allows for purchasing authority restrictions and other security features	Y	N	M
8.	Uses blanket purchase orders, with preference to users defined periods	Y	N	M
9.	Provides an automatic generation of payables	Y	N	M
10.	Supports vendor override payments. Allows for simplified temporary vendors directly from transaction input process	Y	N	M

Licenses

1.	Integrates with			
	General Ledger	Y	N	M
	Accounts Payable	Y	N	M
	Cash Receipts	Y	N	M
2.	Able to create new licenses and print on demand	Y	N	M

3.	Able to generate license renewal bills and letters	Y	N	M
4.	Both mailing address and location addresses can be displayed or captured	Y	N	M
	Able to input license renewal information from customers on-line, accept scanned documentation, process payment, and produce printable licenses	Y	N	M
6.	Able to scan renewal information, license and payment into customer account. Allows for drill down from cash receipt module	Y	N	M
7.	Able to reprint a current or previous year license	Y	N	M
8.	Date the business closed is displayed on the account as well as on reports	Y	N	M
9.	Able to modify calculation rules with little or no programming	Y	N	M
10.	Software generates report displaying emails	Y	N	M

Permitting

1.	Can handle an unlimited number of accounts	Y	N	M
2.	Integrates with			
	Cash Receipts	Y	N	M
	Accounts Receivable	Y	N	M
	General Ledger	Y	N	M
	Accounts Payable	Y	N	M
3.	Module allows user to print permits	Y	N	M
	Capable of reprinting with name change	Y	N	M
4.	Allows the user to input rates for various types of permits	Y	N	M
5.	Tracks permits by Parcel ID#	Y	N	M
6.	Able to process bond refunds directly with accounts payable module	Y	N	M

Utility Billing

1.	Can handle an unlimited number of accounts	Y	N	M
2.	Module supports multiple billing cycles	Y	N	M
	Budget billing	Y	N	M
	Initial deposit billing	Y	N	M
	Final billing	Y	N	M
3.	Module integrates with:			
	General Ledger	Y	N	M
	Cash Receipting	Y	N	M
	Accounts Payable (refunds)	Y	N	M
	Budget Preparation	Y	N	M
	Permitting	Y	N	M
4.	Unlimited number of rates per service	Y	N	M
5.	Allows for bill reprinting	Y	N	M
6.	Supports on-line bill payment/receipting	Y	N	M
7.	Module creates user defined payment plans with dates for payment and charges penalties if payment dates are missed	Y	N	M
8.	Module has a meter change-out program	Y	N	M
9.	Module generates work orders:	Y	N	M
	Connection	Y	N	M
	Disconnection	Y	N	M
	Service	Y	N	M
10.	Module supports rental and owner account information	Y	N	M
11.	Module supports hand-held/radio read meter devices from Sensus	Y	N	M
12.	Module has a meter inventory	Y	N	M
	Locations	Y	N	M
	Type	Y	N	M
	Class	Y	N	M

13.	Module tracks meter maintenance	y	N	M
14.	Module supports user-defined bill calculations	y	N	M
15.	Module provides user defined penalty options	y	N	M
16.	Module includes a built-in utility consumption and revenue summary by rate class	y	N	M
17.	Module allows for unlimited years of billing history	y	N	M
18.	Module automatically generates credit refunds	y	N	M
19.	Module allows special charges and lien charges	y	N	M
20.	Module allows unlimited notes per account	y	N	M
21.	Module allows for "unbundling" of charges and shows them separately on the customer's utility bill	y	N	M
22.	Module accommodates Internet bill delivery and payment	y	N	M
23.	Module accommodates automatic debit of water bills from customer accounts	y	N	M
24.	Module prints delinquency notices	y	N	M
25.	Module tracks customer deposits	y	N	M
26.	Module applies customer deposits to final bill and shows refunded deposit throughout system	y	N	M
27.	Module sets minimum bill as a set dollar amount, even when meter read is a negative number	y	N	M
28.	Module recognizes credit balances and doesn't apply penalties	y	N	M

Data Conversion

1.	Data conversion services available for Harris Computer,MSI software	Y	N	M
2.	General Ledger: Chart of accounts and historical financial information conversion includes running prior period financial reports	Y	N	M
3.	Accounts receivable: Master customer accounts conversion for prior year data and current outstandingbalances			
4.	Payroll: Employee historical data and transactions	Y	N	M
5.	Utility Billing: Conversion includes prior yearsconsumption history	Y	N	M
		Y	N	M

Section 5 Solution Overview

5.1 Munis Overview

Munis is an Enterprise Resource Planning (ERP) solution designed specifically for municipal governments, schools, special districts, and authorities. It integrates and centralizes financial, purchasing, capital asset, payroll, human resources, receivable, and revenue information, thereby facilitating data management. Munis enables and empowers users to become more efficient, productive, and responsive to specific business needs by breaking down departmental silos, streamlining processes, and integrating with multiple inherent and third-party solutions including data security, transparency, and Microsoft Office.

Available through a traditional site purchase or as a cloud-based solution operating through Tyler's data centers, Munis is a dynamic system that evolves with applicable features, technology, and expanded services that meet the unique needs and requirements of the public sector to ensure our clients are never left behind. In addition to the expansive scope of public sector-oriented features and functions, Munis provides superior usability through automated workflow, mobile access, and built-in productivity tools, including guided conversations. These tools provide users with unrivaled operational efficiency, seamless real-time processing, elimination of duplicate entry, easy-to-perform tasks, and the assurance their data is secure and up to date.

Our clients get industry leading technology that is enhanced continuously through a perpetual upgrade process we refer to as our evergreen philosophy. It is a steady stream of meaningful, yet manageable, changes deployed with minimal disruption to site operations, and it requires no re-licensing fees. In other words, our clients receive the newest technologies while maintaining the integrity of the Munis core business logic. This incremental introduction of new ideas results in a product that provides users with functional innovation as well as practical application of software that is in line with their needs.

Our commitment to the total client experience means that we invest heavily in a user-centric design process. We maximize end-user productivity continually by listening to our clients and assessing what is important to their business. We involve clients in usability testing conducted by analysts certified by Human Factors International, as well as release beta testing, to ensure that Munis works the way they do.

5.1.1 Productivity Tools

5.1.1.1 Command Centers and Central Programs

Munis provides multiple command centers and central programs that are tailored to key functional areas, such as human resources and general ledger. These tools are designed to provide one-click access to relevant data from multiple applications and screens. Central programs cater to users that require inquiry and operational access, while command centers provide additional access for administrative actions, such as code and table setup as well as direct access to various reporting tools and analytics.

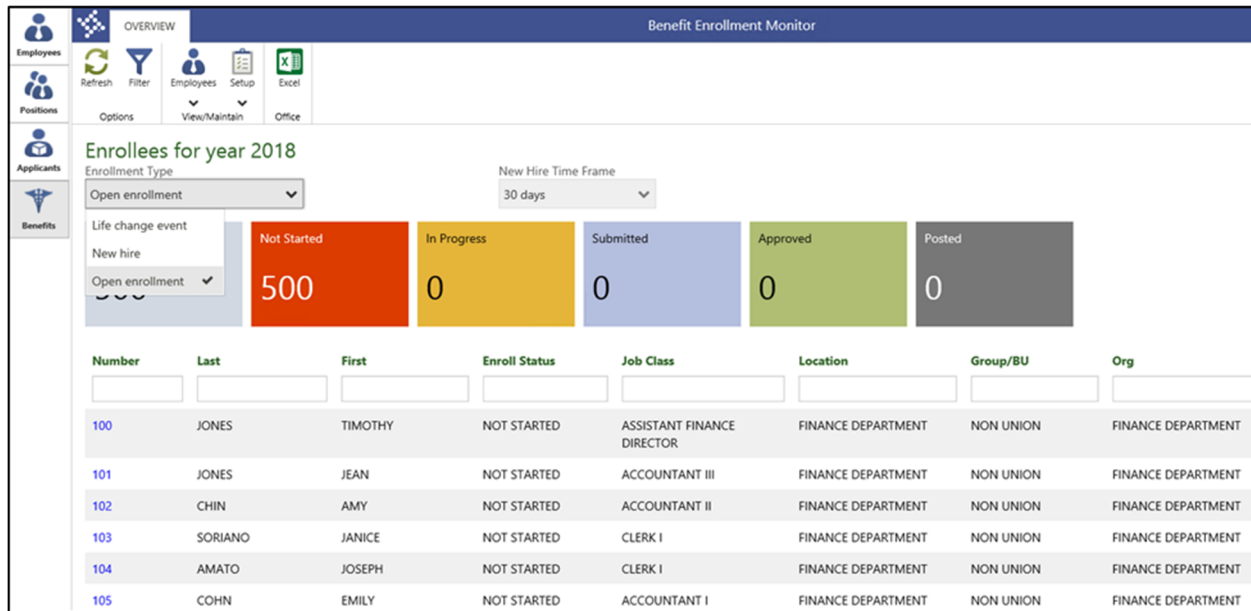


Figure 1. Example of Munis HR Command Center

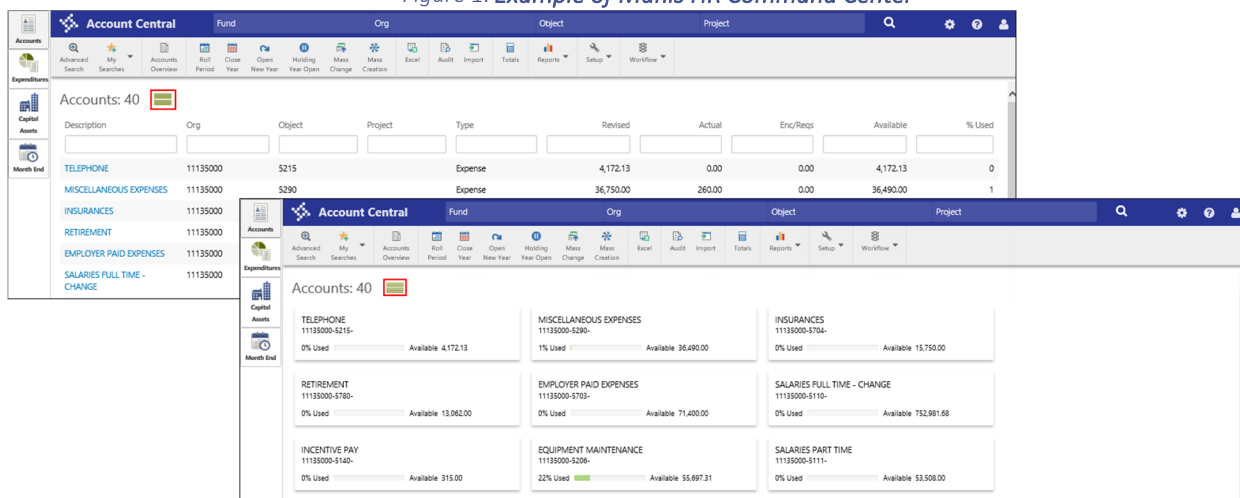


Figure 2. Example of Munis General Ledger Account Central Program

5.1.1.2 Guided Conversations

A guided conversation provides step-by-step guidance for completing a process within a Munis program. When a user selects a Guided Conversation option, the program presents a series of information dialog boxes, along with questions and defined responses. This conversational structure guides them through the steps of data entry—using the information provided, they select the responses that meet their needs for completing the task.

5.1.1.3 Workflow

Munis Workflow is a comprehensive system engineered to meet the specific needs of the public sector. It extends the functionality and productivity of the Munis system by automatically notifying the indicated end users when action is needed, rather than requiring them to look it up manually.

The workflow system includes an extensive approval engine, monitoring hundreds of processes throughout the system. Approvals, alerts, and notifications are generated to users dynamically based on the business rules created.

Flexible business rule creation allows for universal, sequential and parallel pre-approvals, and “one or all” rules. Catchall rules can be created to ensure that some approvals are generated even when no rules apply. Workflow for key processes, such as payroll processing, can be configured to prevent users from doing things out of order. Routing and approval criteria containing “and/or” logic for building complex rules include dollar amount ranges, GL segment, over budget conditions, and more. Workflow users can receive and act on notifications, approval requests, and alerts several ways including in the application, via automated emails, and through a My Work mobile app available on Android, iOS, and Windows.

To ensure the integrity of the workflow process, Munis provides comprehensive auditing as processes move through workflow and on changes to the workflow system itself. Administrators can analyze workflow performance with integrated management tools to assist with process reengineering.

5.1.1.4 Integration with Microsoft Office

Microsoft products are used every day, so Tyler designed applications to easily integrate with the Microsoft Office suite.

Data can be exported to Microsoft Word directly from many Tyler applications. Some applications even leverage Word's mail merge functionality allowing users to easily create and maintain form templates for near limitless presentation options of application data. Word Mail Merge exports also seamlessly integrate with Tyler Content Manager by storing electronic copies automatically.

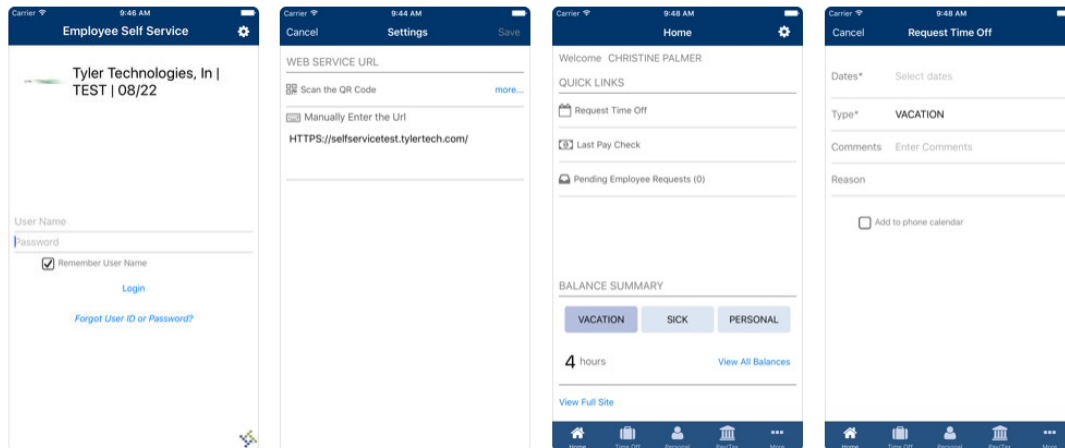
Microsoft Excel can be used with Tyler applications in a variety of ways. Many Tyler applications allow users to easily export application data directly to Microsoft Excel. Excel exports aren't just raw data dumps; data is formatted accordingly to its original data type – dates are dates, currency is currency – and many exports include a link back to the corresponding record in application. Microsoft Excel is also one of many formats supported for bulk data exports and imports, which can also be scheduled to occur automatically.

Many Tyler applications include support for popular calendaring systems including Microsoft Outlook and Exchange. Email notifications and alerts can be sent using most email servers, including Microsoft Exchange.

5.1.1.5 Mobile Access

Munis provides applications across multiple platforms, including mobile and touch, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or smartphone. Native mobile apps leverage device resources such as GPS or camera, and integrated store-and-forward functionality allows using apps without a data connection and automatically syncs when back online. Many back-office browser applications are accessible from mobile devices as well, including some optimized for touch, providing near identical functionality regardless of the platform or device used.

Tyler continues to develop new apps to meet evolving needs. Current Munis mobile apps, available on iOS and Android devices, include **Munis Employee Self Service**, **Field Sheet** for Munis Utility Billing and Work Orders, and **Munis My Work** for workflow. Additionally, **Munis My Work** and **Munis Field Inspector** for permit inspections are available for iOS and Windows tablet devices. Workflow actions can be addressed directly from email on a mobile device as well.



Example of Munis Employee Self Service app for iOS

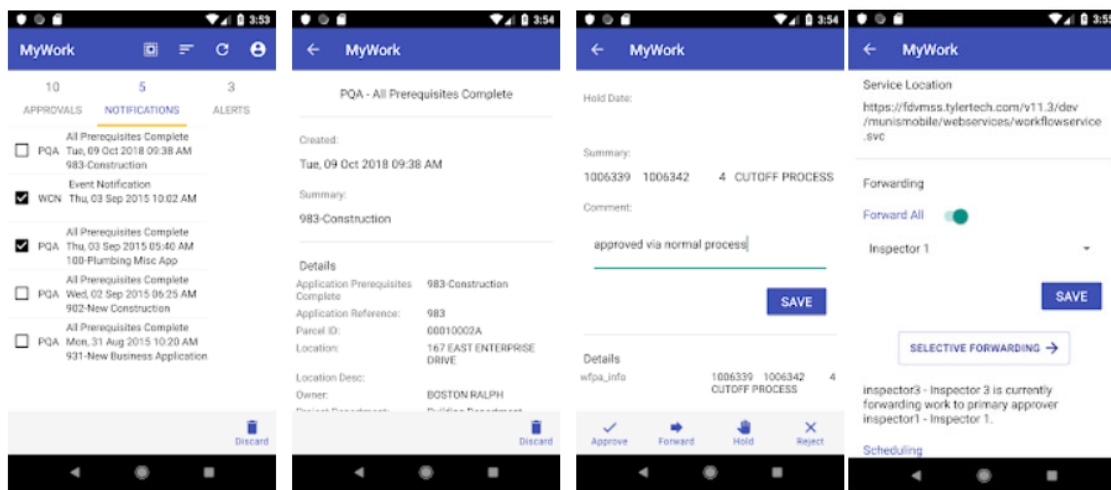


Figure 3. Example of Munis My Work app for Android

5.1.2 Tyler Hub

Tyler Hub is an over-arching and powerful platform that works to improve the efficiency and effectiveness of all Munis users. By connecting diverse data sources, Tyler Hub enables users to monitor key processes, quickly execute routine tasks, and eliminate time-consuming data searches.

Tyler Hub offers a view of preconfigured cards designed to present to each user standard sets of data for various job functions and tasks. Users can select from the sets of cards, or content packs, for accounts payable, asset management, payroll, utility billing, human resources, purchasing, inventory, and more. The cards can be used as they are pre-configured, or users have the option to adjust the data as needed and specify how it is presented to them.

A Hub page can be created to focus on a specific process or configured to reach across Munis solutions to combine cards from multiple modules. It can combine data analytics, reporting, and tasks, and users can modify and add pages to their platform stack as their job responsibilities evolve.

Finally, Tyler Hub provides robust real-time data analytics and active links, giving users a clear advantage over other software solutions and dashboards. Instead of taking the time to open multiple programs to find data,

Tyler Hub centralizes the data needed and makes it instantly accessible. For more detail as it pertains to a specific task, users simply click on the information in a card to access transactional details, locate a site on a map, approve or reject a transaction, or any other variety of other pertinent actions. By having everything visible and accessible, Tyler Hub allows users more time to analyze data rather than search for it—thereby freeing them up to focus on more value-added tasks and projects.

5.1.3 Content Management

Tyler Content Manager includes all the critical components of an enterprise content management suite — back file scanning, indexing and redaction, optical character recognition, web interface, micrographics conversion, disaster recovery, and highly secure off-site document storage. It works with third-party applications, using *batch print capture* to print multiple documents directly into Tyler Content Manager.

Additionally, the Application Connector provides seamless integration between applications and Tyler Content Manager. This improves accuracy and offers quick access to related documents without leaving an application, and it saves valuable time navigating through multiple applications to find vital, related files.

Tyler Content Manager supports multiple file types ranging across multiple departments in distributed locations, including scanned images (TIFF, PDF, etc.), photos (JPEG), office documents (Microsoft® Word, Excel®, PowerPoint®, etc.), drawings (DWF, DWG, etc.), or any other file requiring storage and management.

5.1.4 Analytics and Reporting

Public sector entities need multiple ways to get information from their enterprise solutions. To meet the growing and dynamic needs of our clients, Munis provides users with the information they need, in the formats they want and require, instantly.

Users can run reports of their current dataset from Tyler applications to a variety of output formats (print, PDF, Word, Excel). To assist with this, Munis provides an integrated “query wizard” to guide users through the selection process to create complex queries. These queries can be saved for future use and shared with fellow users to access pre-defined searches quickly and easily at moment’s notice. Taking it to the next level, reports can be scheduled and delivered with the integrated Application Scheduler. Additionally, to meet the unique and specific needs and requirements of our clients, Tyler employs a dedicated Munis state reporting team responsible for ensuring compliance with state and federal reporting mandates is maintained.

To help improve data management, analysis, information and delivery, Munis Analytics and Reporting provides a robust toolbox. Tyler Hub and Central applications provide immediate, out-of-the-box views of key information that can be configured by user based on role and preference, and Microsoft Office integration provides seamless data exports to familiar Office formats for further analysis. For further flexibility and customization, Tyler provides support for industry-leading business intelligence and ad hoc reporting tools. Munis database cubes, using Microsoft Excel PivotTable and PivotChart reports and built on Microsoft SQL Server Analysis Services, allow users to make better business decisions by easily viewing comparisons, patterns, and trends with KPIs. Combining the power of these tools with SQL Server Reporting Services, users can create and manage complex, interactive reports and deliver them in a range of formats.

Socrata Executive Insights, included as part of the Munis Analytics and Reporting package, gives leadership a strategic analysis into multiple functional areas by aggregating back-end data into forecasts, trend identification and reports using government-specific metrics from a plug-and-play library. It allows creation of notifications and collaboration from shared real-time data to rapid-deploy actionable solutions. Preconfigured for Munis data, it provides advanced statistical forecasting, performance analysis and budget monitoring with

the strategic insight needed to proactively analyze revenues, expenses, cashflows, and human capital trends, identify emergent issues, and collaborate with peers.

5.1.5 Tyler ReadyForms

Tyler ReadyForms provides a library of pre-built, easy-to-use templates giving users the ability to build sets of configurable forms using an intuitive web application allowing them to take control of forms from creation to printing. With robust built-in integrations with Munis, users can print directly to ReadyForms from the application and can choose whether to print, email, archive to Tyler Content Manager, or download the documents.

Every form has been carefully designed with simplicity and consistency at the forefront. The forms share a common look and feel, one that is sophisticated, colorful, and modern. Once install ReadyForms is installed, users can immediately start setting up forms choosing from the wide array of form templates offered, including (but not limited to):

- Payroll checks
- Purchase orders
- Invoices
- Utility bills
- Receipts
- Permits

Using the ReadyForms web application, form changes such as updating a logo or a signature, can be made instantaneously with the click of a button. Tailored data display options to form type provide a fine-tuned method of customizing content that is included on the form. Without leaving the web application, users can preview their forms using sample data, giving them the opportunity to fine-tune changes made to the template.

5.1.6 Tyler GIS

Tyler GIS provides general mapping and spatial analysis tools, interfacing between applicable Munis modules and existing Geographic Information System (GIS) based on Esri's ArcGIS™ Server. It offers dynamic maps and GIS data and services via the web, allowing an organization to publish, discover, and share this information. For ease of use, maps are accessible within a number of Munis applications including Asset Registry, Field Work, Property Master, Business Licenses, Utility Billing, and more, making it easy to map parcels, capital assets, and infrastructure such as water lines, sewer lines, telephone poles, and so on. Tyler GIS can be embedded directly within the Munis application or launched in a separate browser tab by clicking the dedicated "MapLink" button in the Munis toolbar. In both cases, the active set can be manipulated in a number of useful ways including:

- Both manual selection and automatic spatial queries, including finding a parcel's abutters or determining in what district a business is located
- Saving active sets back to Munis, including saving any generated maps as image files
- Performing map-based queries that can be merged with standard Munis queries

5.1.7 API Toolkits and Connectors

- Munis offers a full and comprehensive integration experience. Even so, Tyler recognizes that some clients might require API (Application Programming Interface). We appreciate that this can add value

by enabling users to create their own integrations to share data between Tyler and non-Tyler applications, and therefore offer a full range of API Toolkits and Connectors.

- API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module such as Munis General Ledger, Munis Accounts Receivable, or Tyler EAM. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of third-party integration, such as cashiering, IVR, or application tracking systems.
- The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources produce properly formatted commands, allowing users to easily exercise them against data.

5.2 Munis Financial Overview

Munis general ledger and budgeting applications are the core of our Munis ERP solution, designed to streamline the management of critical financial processes organization wide. A web-based multi-fund accounting system, Munis provides the tools to easily comply with regulatory requirements and highly structured accounting and budgeting processes, while integrating fully with the human capital management, procurement, revenue, and citizen services processes and software. Finance employees have access to detailed fund and budget information in a seamless, real-time, and intuitive manner, increasing transparency across state and local government.

Benefits of Munis Fund Accounting and Budgeting

State & Local Government & Schools	Finance Administrators	Finance Employees	Citizens
Reduces overall financial costs through a strategic management of resources	Increases organization-wide visibility into budget compliance & financial status	Reduces redundant data entry & creates a “single version of the truth”	Improves understanding of state & local government mission and goals
Increases organization flexibility to address business & legislative changes	Provides real-time insight into business processes for strategic decision making	Improves productivity, efficiency & responsiveness to citizens	Increases satisfaction in state & local government programs & services
Ensures accountability, transparency, & compliance with local, state, & federal requirements	Reduces planning and budgeting cycle times	Decreases process time & enhances workflow for day-to-day tasks	Provides transparency into state & local government operations & processes
Enables collaboration across organization boundaries	Optimizes cash flow through performance measurement, analysis & forecasting		

5.2.1 Munis General Ledger

Munis General Ledger is a true multi-fund budgeting and accounting system designed to meet all GAAFR and GAAP standards. Munis General Ledger maintains account balances for both balance sheet and subsidiary ledgers, and offers a flexible chart of account structure (45 alpha numeric code with 10 segments available) to fit your specific reporting needs. Role-based permissions and workflow can be configured by chart of account segments and accounts allowing processes to be decentralized to improve productivity without sacrificing security. It offers a comprehensive journal processing system that automates journal reversal, retrieves unlimited years of journal history, and adds as much descriptive text to each journal entry as needed.

The true beauty of the module is its tight integration with all other modules Munis offers. It provides quick, online access to account information, including the ability to “drill down and around” to transaction detail such as purchase orders, invoices, payroll data, and cash receipts. Quick data access and efficient reporting improves responsiveness and decision making. If corrections are necessary, accountants can easily go to the source (i.e. payroll check, AP invoice, purchase order) to enter what the account or amount should have been and the system will correct the journal entry without additional manual journal entries. If third-party systems are used, the system is very flexible and allows users to build their own formats for import or export of journals.

Reporting is a critical piece of the General Ledger. Munis GL includes the following reporting features and tools:

- Dozens of ready-to-use reports which allow the user to sort and summarize by their chart of account segments with hyperlinks which allow the user to drill down to the data
- Customizable report templates with user definable columns and saved find and sort options
- A built-in scheduler tool to automate the processing and distribution of standard reports allowing users to schedule reports to be generated as they wish on a daily, weekly, or monthly basis
- Flexible reporting for multi-year funds and grants, as well as staggered fiscal years
- Excel data cubes allow the average user to start in Excel and create ad-hoc reports to retrieve and analyze any segment level across multiple years
- Optional, customizable report generation through Tyler Reporting Services allows your IT staff, or a Munis TRS representative, to build the report to the exact specifications required by the end user

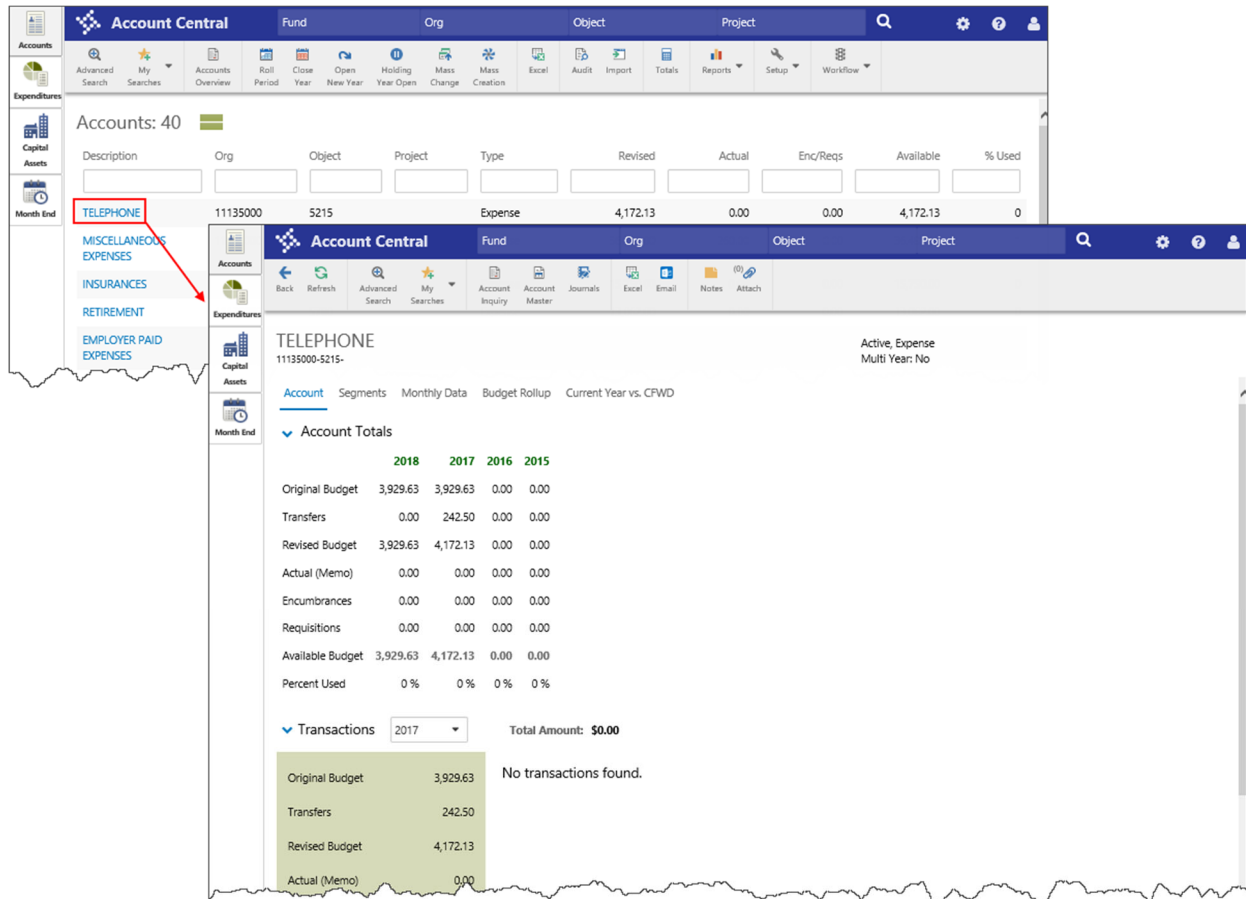


Figure 4. Example of GL Account Central

5.2.2 Munis Budgeting

The Munis Budgeting module provides industry-leading tools designed to help you plan, manage, and monitor your budget-related activities throughout the year and forecast future years, so your community operates from a strong foundation. Simplified financial planning and budgeting tools in Munis provide you with everything necessary to keep tabs on today's budget while planning for tomorrow. When users enter requisitions, purchase orders, or AP invoices the system displays the available budget for that account, group of accounts or department total based on user setup. Workflow rules can be configured to handle over-budget requests. Budget transfer and amendment requests can be decentralized because they are intuitive and user friendly – instead of selecting “debit” or “credit” the user is choosing “decrease” or “increase”.

For Budget development, budget directors can generate, compare, and analyze an unlimited number of projections or “what if” scenarios. Munis Budgeting allows departments to budget both annually and monthly. Budget rollup codes can be utilized if departments require grouping individual accounts together for either performing available budget checks, or for allocating accounts against a total budget amount during the appropriations process. Salary and benefit planning can be done through direct integration with the Munis Payroll/HR module reducing the need for complex Excel spreadsheets to be created outside of the system. The integration provides accurate forecasting for all employee-related costs including step raises, vacancies, and benefits. Direct integration into the Munis Capital Assets can auto-create records for assets due to be replaced.

Budgeting for projects can be done in the Munis Project Accounting module and pushed to the GL budget via another direct integration. Specific benefits include:

- Budget amounts can be entered at the account or detail level which roll up to the account level and details can be moved forward from year to year
- Robust budget import feature to upload desired budget amounts into a projection
- Workflow allows projections to be shared between departments, reviewed, and then merged into a single final budget
- Ability to project budgets up to 10 years in the future using user-defined inflation rates
- Unlimited text per line or detail can be entered for justification and printed on reports
- Budget process has five levels so original department “wish list” amounts can be compared to final approved numbers
- Biannual budgets can be implemented

Figure 5. Munis Central Budget Entry

5.2.3 Munis Project and Grant Accounting

Munis Project and Grant Accounting tracks multi-year budgets, expenditures, and revenues for user-defined projects such as capital improvements and special programs. It provides the option to manage projects as part of the general ledger or in a separate project ledger with additional segments to track the project phase, tasks, and subtasks. Grants can be tracked from application through conversion to a project. With full integration any detailed purchasing, payables, payroll or cash receipts, transactions can be posted to projects as well as to general ledger accounts. Munis Project and Grant Accounting also provides:

- Control of revenue allocation by defining the rules and priorities of sources that will fund each project
- Real-time tracking of funding received for grants
- Project cubes for a multi-dimensional look at data sets
- Milestone tracking with familiar Gantt charts
- Automatic creation of a project from a grant
- Workflow to streamline approvals and notifications, monitor efficiency, and provide audit history
- Grant Manager tool to show available budget, funding received, yearly, quarterly, and monthly expenditures, along with drill down capabilities to individual transactions

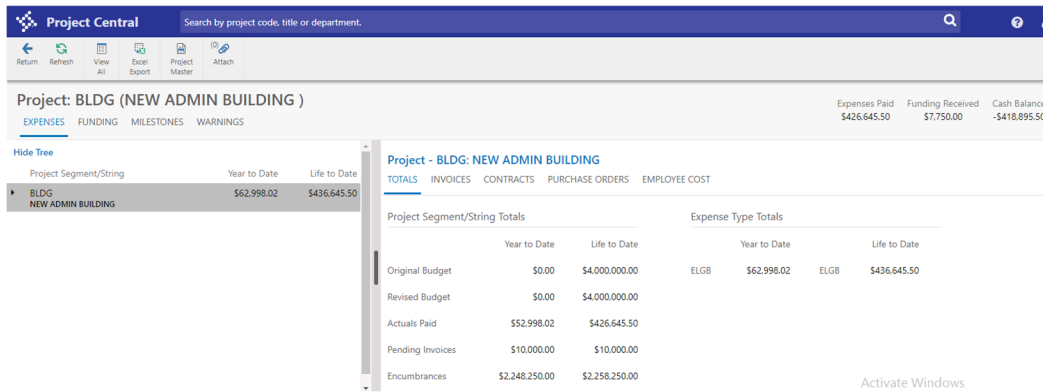


Figure 6. Project Central provides a 360-degree view of your project expenses.

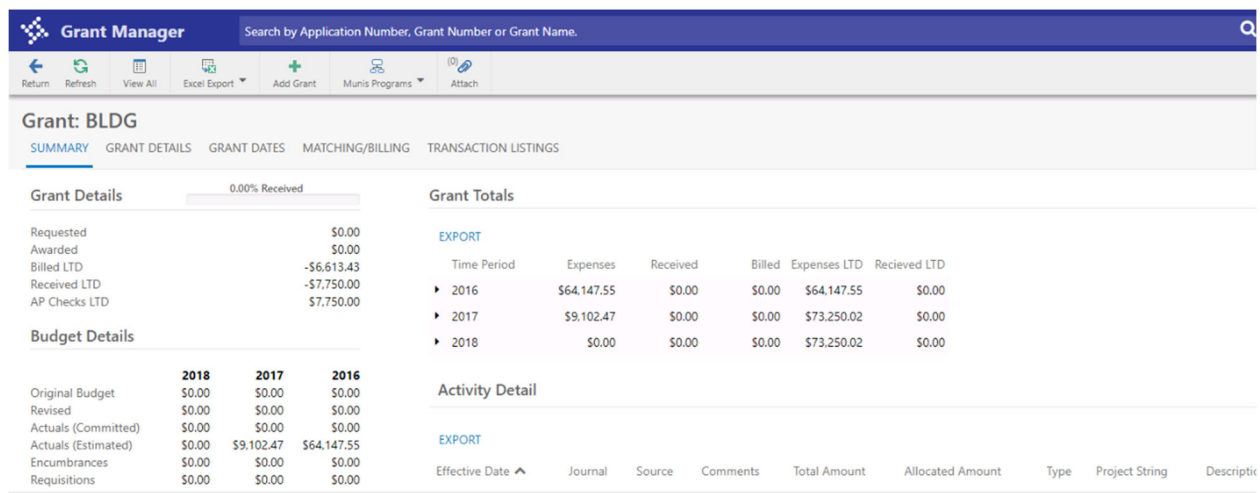


Figure 7. Grant Manager allows you to track all grant-related information in one place

5.2.4 Munis Capital Assets

Munis Capital Assets manages record-keeping of all capital assets such as land, buildings, machinery and equipment, construction in progress, and infrastructure. Asset information can automatically flow from purchasing. Simplify record maintenance and reporting by tying an unlimited number of individual assets to master assets, and track items transferred, missing, not in use, or due for maintenance or replacement. Munis Capital Assets also calculates depreciation by selective methods such as straight line, composite rate, 6-month convention and reports on the depreciation schedule. For a complete 360-degree process, Munis Capital Assets provides a complete set of financial statements that fully reflects your organization's investments. Integration with other Munis programs provides additional benefits:

- Direct posting of Capital Assets to the general ledger facilitates data export to the ACFR Statement Builder to create GASB reports
- With Payroll integration, Munis Capital Assets not only records true capitalized assets but also property signed out to individual employees
- With Purchasing, data flows seamlessly from Purchase Orders into Capital Assets
- Direct integration to and from the Work Order system allows you to see maintenance history on a fixed asset
- Records true capitalized assets and who has what fixed asset via integration with Munis Payroll

5.2.5 Munis Cash Management

Munis Cash Management automates all treasurer office functions from bank reconciliation to interest allocation and cash flow utilization. Other benefits include:

- Automatic processing of AP and payroll checks utilizing files from the bank as they clear simplifies reconciliation of cash accounts (book balance) with corresponding bank accounts (bank balance)
- Allocates interest to cash accounts based on average daily balance by month or quarter
- Provides easy access to cash flow and project cash flow fluctuations
- Projected cash flow records can be used for actual vs. budget analysis
- Use forecast feature to anticipate cash flow for any date range
- Standard reports include: Cash Fund Position, Daily Treasurer's Total, Cash Flow (Summary and Detail), Investment, and Debt Service

5.2.6 Tyler ACFR Statement Builder

The Tyler ACFR Statement Builder simplifies development of the financial statements presented in the Annual Comprehensive Financial Report (ACFR). This easy-to-use tool allows you to upload your financial data, prepare adjusting entries, equity classifications, and generate statements and schedules. The Governmental Accounting Standards Board (GASB) defines the reporting model which is embedded in the ACFR statement builder. When GASB requirements change, the ACFR statement builder is updated, so you can rest assured that your statements will comply. The ACFR Statement Builder increases efficiency, minimizes errors, and simplifies reporting. Features include:

- Intuitive user-interface to get you quickly into building your statements
- Customized account coding, templates and reconciliation notes carry forward year after year
- Statement drill downs provide a complete audit trail
- Microsoft Excel reporting engine increases flexibility
- Optional cloud-based data hosting service available to reduce hardware investments and IT maintenance burden

5.3 Munis Procurement

Munis Procurement provides you with an enhanced, fully integrated electronic purchasing system for managing the processes associated with requesting, reviewing, contracting, and purchasing from vendors. From requisition to purchase, Munis streamlines the entire procurement lifecycle.

Munis Procurement increases efficiencies by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensure that all your purchasing requirements and needs are met, while improving the purchasing power of your organization.

Munis provides the tools to comply with regulatory requirements or highly structured procurement processes efficiently and effectively, while integrating fully with your budget and general ledger. Purchasing employees have access to detailed supply chain information in a seamless, real-time and intuitive manner. Proven strategic sourcing techniques such as spend analysis, competitive sourcing and contract negotiation mean your organization gets the right value for its purchases and can provide full accountability for its purchasing decisions.

Easily communicate with vendors using Munis eProcurement, which integrates with vendor websites providing you the ability to shop online without leaving Munis. Plus, Munis Vendor Self Service empowers

your vendors by providing a place to view bids, submit required forms, review invoices and check information. Munis delivers the right tools, functionality, and access to data to help you make the best purchasing decisions for your organization.

Benefits of Munis Procurement

State & Local Government & Schools	Procurement Administrators	Procurement Employees	Employees - Requestors
Reduces financial costs— paper, administrative, warehouse, supply & third-party	Increases organization-wide visibility into procurement expenditures, minimizing risk	Eliminates unnecessary paperwork & reduces data entry time & errors	Provides easy access to products or services when needed
Allows organizations to utilize budgets more effectively	Provides real-time insight into business processes for strategic decision-making	Decreases “req to check” process time & Procurement Administrative Lead Time (PALT), reducing time & costs	Improves understanding and ability to conform to internal business rules, policies & contracts
Ensures accountability, auditability, & compliance with local, state & federal requirements	Simplifies the management of & eliminates redundant supplier relationships	Improves customer service by ensuring the right product is procured at the right time at the best value	Increases access to answers regarding product availability & reimbursement
Increases the public’s confidence in state and local government	Improves communication with employees & vendors		

5.3.1 Munis Purchasing

Munis Purchasing includes requisitions and purchase orders to automate and decentralize the procurement processes across your organization. Departments can enter their own requests, and site-specific business rules route the request for approval. Real-time general ledger budget checks ensure availability of funds. Munis Procurement enables a direct conversion of an approved requisition to a purchase order. Using Tyler Content Manager, the purchase order can be automatically imaged and archived, allowing for optional e-mail delivery. Additionally, the PO image can be accessed by the vendor at any time through the e-Procurement module. The purchasing process ensures employee compliance with business rules and eliminates purchasing fraud and abuse. Other benefits include:

- Customizable requisition screens provide only essential information, enabling other non-finance staff to enter requisitions with ease
- Requisitions can be created directly from a vendor’s online shopping cart using the e-Procurement solution
- Workflow rules based on dollar amount, commodity code and/or chart of account segments route requisitions for approval and then to a buyer to be sourced

- Preset procurement rules are referenced to determine whether phone quotes or formal bids required — the latter can be auto-created from the requisition
- Supports blanket purchase orders
- Approved requisitions can be converted to a purchase order or contract
- Auto printing or email distribution of PO with Tyler Forms
- An image of the purchase order is auto archived to Tyler Content Manager
- Changes can be submitted via a PO change order, and then routed through workflow for approvals
- Updates to general ledger are automatic
- Interface with e-Procurement, P-Cards and Tyler Content Manager offers significant savings by streamlining approval process, reducing paperwork, storage and costs
- Purchasing is integrated with Munis Inventory, Tyler EAM, Payroll, Capital Assets, General Ledger, e-Procurements, Contract Management, and Budgeting

5.3.2 Munis Accounts Payable

Munis Accounts Payable manages and maintains all aspects of vendor invoices, payments, delivery performance, and history. It provides a comprehensive view of all activity related to a vendor through Munis Vendor Central. Additionally, Munis Accounts Payable offers the ability to extend select vendor information for online vendor access using e-Procurement, including vendor check images, invoices, and bid information.

Accounts Payable also incorporates a web-based card management program that imports transaction details incurred on purchasing cards (P-Cards). It can split individual transactions to multiple accounting codes and create accounts payable invoices. Purchase card administrators can monitor card transactions in real time, and create and analyze custom reports to improve spend tracking and anticipate problems with a transaction before they occur. Other benefits include:

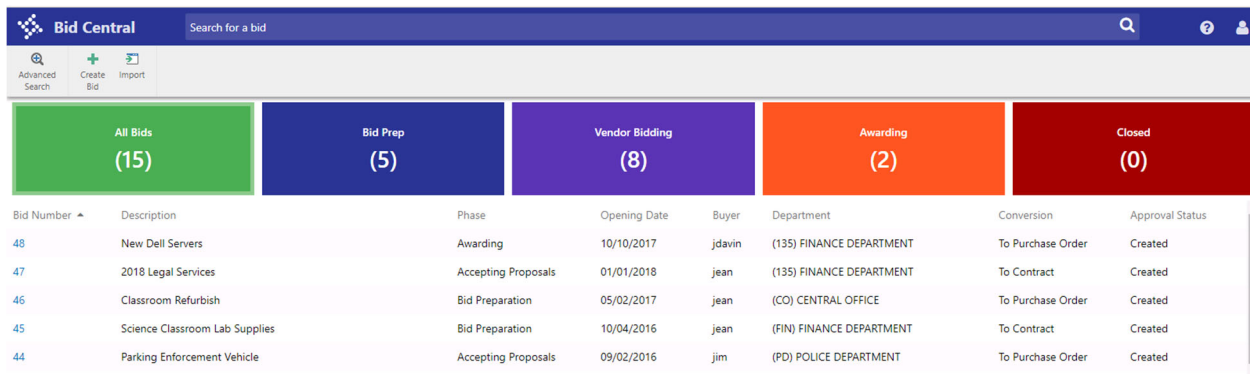
- Flexibility to liquidate purchase orders in full or in part, and view detailed information online
- Decentralized workflow saves central AP employee time by allowing individual departments to enter invoices
- Automated 3-way PO matching function expedites processing in distributed arrangements
- Flexible scheduling of invoices for payment helps maximizes cash flow
- Customizable invoice imports
- P-Card reconciliation processing such as coding and attachment of receipts, tracks against actual vendor for complete year-end transactional reporting
- Integrated workflow allows users to route and approve invoices online without logging into Munis
- Configurable checking printing
- Provides positive pay processing security
- Utilize Tyler Content Manager to upload, organize and easily retrieve document images for improved efficiency
- Assets to the General Ledger facilitates data export to ACFR to create GASB reports

5.3.3 Munis Bid Management (Optional)

Munis Bid Management provides structure and framework to effectively manage the bid process and to analyze and compare vendor responses to bids. Create an unlimited number of bids for items routinely purchased and route to specific departments or individuals for review. Track an unlimited number of vendor responses and enforce response deadlines. Vendors can mail their bids to the requested site or submit their bid information electronically using Munis e-Procurement which facilitates sealed bid processing. From the responses, Munis determines the best vendor based on each site's unique criteria. Once a bid is awarded it is

converted to a purchase order or can be turned into a vendor contract. Munis Bid Management also allows you to:

- Track an unlimited number of addenda to bids
- Fully supports NIGP and custom commodity code formats
- Decentralize requests, allowing departments to enter requested quantities
- Supports addenda tracking and vendor notifications
- Post questions to vendors and score the responses to assess a weighted vendor ranking
- Easily generate reports by departments, vendor response and ranking, budget versus award amounts, and more



Bid Number	Description	Phase	Opening Date	Buyer	Department	Conversion	Approval Status
48	New Dell Servers	Awarding	10/10/2017	jdavin	(135) FINANCE DEPARTMENT	To Purchase Order	Created
47	2018 Legal Services	Accepting Proposals	01/01/2018	jean	(135) FINANCE DEPARTMENT	To Contract	Created
46	Classroom Refurbish	Bid Preparation	05/02/2017	jean	(CO) CENTRAL OFFICE	To Purchase Order	Created
45	Science Classroom Lab Supplies	Bid Preparation	10/04/2016	jean	(FIN) FINANCE DEPARTMENT	To Contract	Created
44	Parking Enforcement Vehicle	Accepting Proposals	09/02/2016	jim	(PD) POLICE DEPARTMENT	To Purchase Order	Created

Figure 8. Bid Central provides a 360-degree view of all your organization's bids

5.3.4 Munis Contract Management (Optional)

Munis Contract Management supports the entire lifecycle of a contract from inception to expiration. Create and approve contracts, including multi-year contracts, for purchases—and encumber the appropriate funds in advance. Allocate contracts by account or account segment and define milestones and key dates that trigger optional Munis Dashboard alerts to notify appropriate staff. Track and withhold contract sliding scale retainage based off percentage complete. Also provides ability to track other activity such as pending payments, open purchase orders and requisitions and contract change orders. Contract Management is fully integrated with General Ledger, Purchasing and Accounts Payable. Other benefits include:

- Defining contractors by size, performance, minority or women ownership, or other criteria
- Monitor contract contingency funds separate from available monies
- Documenting vendor performance including past due deliveries, fill percentage and returns
- Maintain insurance information and policies
- Sliding scale retainage tracking
- Tracking multiple subcontractors for a given contract, including direct payments to subcontractors if required
- Add contract progress payments
- Routing contract change orders for approval through Workflow
- Maintaining history of contract changes with complete audit trail
- Interface with optional Tyler Content Manager for document management and attachments

5.3.5 Munis eProcurement

Munis eProcurement provides a secure location for vendors to search for, or submit a bid, check a current or past PO status; access an invoice, check or bid details; or create and update their vendor profile. Munis

eProcurement provides vendors access to the key information and business records they need. Information is reflected in real-time because it is extracted directly from the Munis database.

Additionally, eProcurement provides Punch-Out capabilities to vendor hosted websites. It allows users to initiate a requisition in Munis, then Punch-Out to vendor-hosted websites for online shopping. Once shopping is complete the virtual shopping cart of items is instantly transferred to Munis and automatically populates a Munis requisition which then flows through the existing Workflow process. Munis eProcurement can reduce off-contract spending, gain advantageous pricing, and condense requisition to PO cycles while electronically managing the entire lifecycle of a purchase. E-procurement also includes e-invoicing which enables automated submission of invoices as a result of punch-out purchase reducing data entry errors and improving invoice to payment timelines.

For vendors that cannot support Punch-Out catalogs, you use hosted catalogs in Munis. In this way, you can view, import and purchase a vendor's items via the Munis Items program.

The eProcurement process translates to both soft and hard-cost savings for your organization:

- Web-based process — save staff time to prepare and distribute bid information
- Meets green initiatives — save paper and shipping materials
- Vendor response — reduce staff time responding to questions and requests for information
- Vendor 24/7 access — view and submit bid information online
- Vendor Punch-Out catalogues — establish an unlimited number

5.3.6 Munis Inventory (Optional)

Munis Inventory tracks inventory such as office supplies and public works equipment across an organization and in multiple locations, eliminating unnecessary purchases and wasteful spending. When used with Munis Purchasing one can choose the item cost method, select by average (over all lots received), or FIFO (first in, first out) or buy items in bulk and issue them to departmental users as needed. Munis Inventory automates all inventory accounting including on-hand balances, month-to-date (MTD) and year-to-date (YTD) values. Other benefits include:

- Auto notifications indicate when inventory levels are low in multiple locations, and prompts reordering
- Schedules pick tickets and routes to maximize delivery efficiency
- Integrates with hand-held devices (BMI or Quatred) to conveniently scan products and track inventory movement in real-time (Hand-held devices, purchased separately)
- Integrates with Work Orders, Purchasing and Human Resources (to track asset assignment by employee)
- Users can request inventory items through decentralized requisition process
- Freeze inventory to manage cycle counting
- ABC Inventory control-focus on managing physical counts for the highest value, high volume items

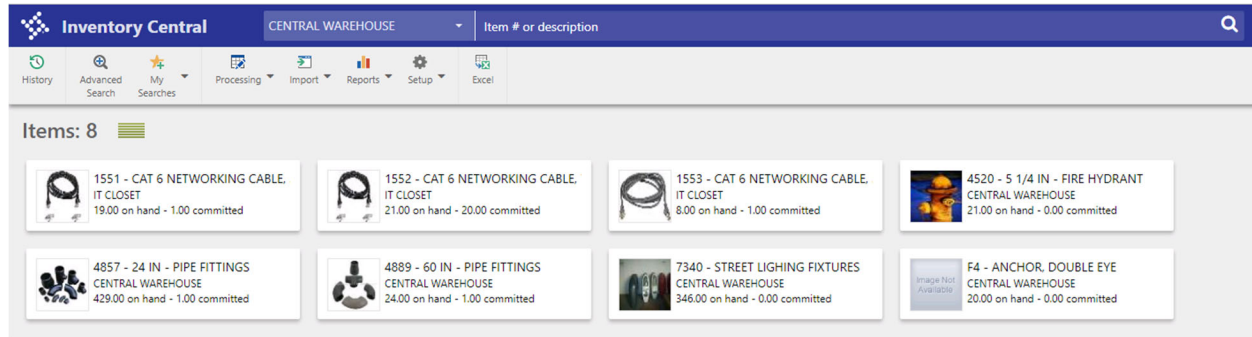


Figure 9. Munis Inventory Central

5.4 Munis Human Capital Management

By integrating all the tools and processes associated with people and performance in a strategic and organized manner, Munis Human Capital Management provides a complete view of your organization. When you employ a “hire to retire” strategy that integrates all the information, tools and processes associated with people and performance, you align your employees’ goals with the goals of your organization to meet specific, measurable and realistic objectives.



Benefits of Munis Human Capital Management

Local Government & Schools	Human Resources	Managers	Employees
Reduce costs & do more with existing resources	Strategic rather than administrative role	Better-informed decision making	Online enrollment in benefits & instant access to pay and paid time off history
Achieve organizational goals & objectives	Manage workforce from a single source	Actively plan for business change	Greater control over personal information and career paths
Enhance workforce performance & increase agency adaptability	Lower HR costs & deliver better services	Find & retain the right talent	Instant answers to HR questions
	Address workforce demands	Reduce paperwork & overhead costs	

5.4.1 Munis Recruiting (Optional)

Munis Recruiting streamlines the entire application review and hiring process. Users can create custom job application forms to post online with unlimited customized conditions for each position. Candidates and recruiters can easily manage attachments such as resumes, references, certifications, writing samples and which are immediately and securely accessible by the HR department. Reports can be generated for the top scoring candidates to compare skills and qualifications. Interview results, certifications, skills, training, education and work history references can all be tracked to identify the best candidate. Our Hiring Central and Applicant Central programs make management and analysis of applicants easy from a single screen. Once a candidate is chosen to be hired onboarding tasks can be managed and applicant data automatically populates the Human Resources Management and Payroll module so no rekeying of information is required. Simply use the Employee Add Wizard and draw from all the data stored in Recruiting. Other benefits include:

- Applicants are able to self-schedule interviews, pre-employment tests, pre-employment orientation, and training through ESS
- Easily score applicants using an intuitive interface and tie scoring results to automatic applicant status changes
- Ability to post job openings on website, sort by job type or location, and limit access to internal applicants only, if so desired.
- Allows candidates to create one online profile for streamlining the application process for multiple positions
- Workflow helps manage all requests for new job openings as they travel through the approval process
- Employee Tasks program allows for customized employee onboarding tasks to be established and managed

5.4.2 Munis Human Resources and Talent Management

Munis Human Resources and Talent Management centralizes all employment data for an organization -- from an organized hierarchy of jobs with position controls, pay and benefits scales to a confidential repository for employee information such as education, wages, promotions, benefit elections and performance evaluations.

It provides all the tools needed by an HR department. Munis Human Resources and Talent Management solutions integrate enterprise employee data, from hire to retire. This means your compensation, retention, training and development plans work together to promote your goals.

Munis HR helps streamline workflow and processes. Confidential employee information is centralized and accessible only to those with designated access. Munis Workflow allows you to set up business rules for personnel actions including inquiries, leave, termination, civil service, attendance, reinstatement, and so forth. Full integration with Munis Recruiting, Payroll and Budget eliminates duplicate data entry. Integration with ESS provides employees enterprise wide the ability to easily access info, initiate requests, collect benefit information and more.

Our Talent Management solutions provide staff and management with tools that enhance succession planning and career development processes. Supervisors can better track staff certifications and skills and evaluate employee performance to align employee goals with strategic organization goals. They can analyze their talent to decide who best to target for leadership positions. Employees can utilize career planning tools to help structure their career track and robust training program can be development to enrich and strengthen personnel.

Other advantages include:

- Advanced position and budget control:
 - Forecast future salary and benefit costs, including step and contract increases, and simulate changes to positions during a specified time period
 - Identify valid and authorized positions, both filled and vacant
 - Restrict the addition of new employees to a valid and authorized position
 - Provide a history of employees who have held a certain position, for turnover and analysis
 - Identify and allow updates to budget and FTE allocations
 - Provide current year budget/actual/projected figures, by position
 - Automatically create job postings in Applicant Tracking module from position control information
- Integration with Employee Self Service allows employees to use their password protected account to access updated sick and vacation accruals
- Track an employee's full employment history including certifications, training, promotions and raises
- Integrates Tyler Content Manager for document management of all HR related documents (i.e. resume, grievance letters, certifications)
- Supports a paperless online benefits enrollment process using Employee Self Service
- Supports a paperless onboarding process using the On-Boarding Codes program and Personnel Actions. You can create different On-Boarding Code Steps, Subject Text, and Body Header. Emails can be sent to employees, to a group of new employees or they can be sent based on the On-Boarding Code chosen when hiring a new employee in the Personnel Actions program.

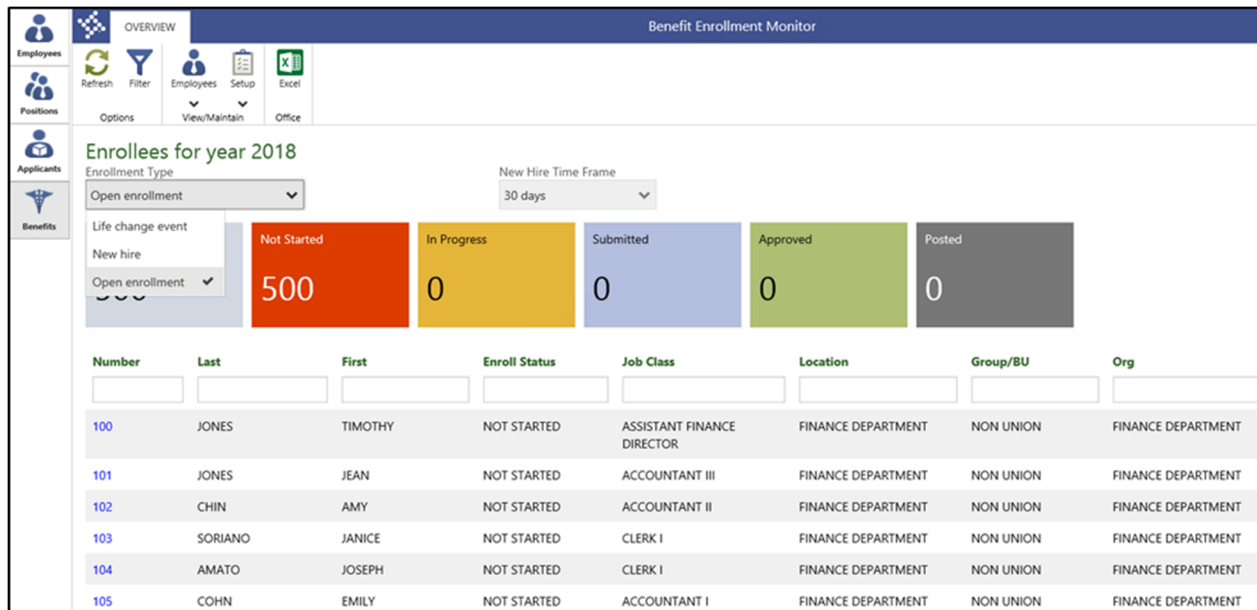
Munis Employee Central

5.4.3 Munis Payroll

Munis Payroll allows you to implement paperless payroll processes, streamline timesheet entry and ensure all local, state and federal requirements are met. With Tyler Content Manager integration, Munis Payroll provides an image-based history of all payroll documentation, allowing staff and employees to access old paystubs, W-2 forms, benefit elections and more. Standard payroll functions include, but are not limited to, reconciliation of employee insurance reports to monthly premium statements; manual or automatic check reconciliation; support of electronic timesheet entry; and verification and tracking of employee performance data, earning and withholding information, training and more. Munis Payroll also integrates fully with Munis Employee Self Service, providing W-2, tax, benefit and accrual information to employees when they sign into your Employee Self Service Website. Changes made by the employee, such as accrual requests and benefit selections, are transmitted directly to the payroll system for approval and will then reflect in employee pay. Other benefits include:

- Generates retro pay for scenarios such as extended contract negotiations or delayed promotion or salary increase decisions
- Enables direct deposits and positive pay validation
- Supports mass pay changes, “pay bands”, step increases, and retro-pay calculations
- Supports a wide range of calculation and accrual types
- Supports daily time and attendance entry, including entry from Employee Self Service, once approved the information is automatically moved into Payroll without re-keying information
- Integrates with Munis General Ledger for increased efficiency and time savings
- Integrates with Munis Budgeting for salary and benefits projections
- Integrates with General Billing for extra duty pay and COBRA/insurance billing
- Integrates with Munis Accounts Payable for vendor payments
- Integrates with any third-party time-tracking systems for streamlined payroll processing

- Integrates with Employee Expense reimbursement
- Integrates with GoDocs, Tyler Forms and Tyler Content Manager for seamless document management, output options (i.e., emailing direct deposit advices) and data storage



Munis HR Command Center

W-2 Information

Year: 2012 - 0

MOLLY DELGATOOOOOO

YEAR: 2012

2303 LAKE CIRCLE DRIVE ADDRESS LINE BIDDEFORD, ME 04005

RETIREMENT

3RD PARTY SICK

STATUTORY EMPLOYEE

Wages and Tax

	GROSS	TAX
FIT	\$45,427.04	\$8,133.06
FICA	\$45,488.52	\$2,769.64
MEDICARE	\$32,524.02	\$472.18
SIT - CA	\$23,513.32	\$1,435.00
SIT - NY	\$23,513.32	\$5,586.78
LIT - PA32	\$0.00	\$783.70
DEP CARE		\$40.00
SOCIAL SECURITY TIPS		\$334.34
ALLOCATED TIPS		\$0.00
NONQUAL		\$0.00

Box 12

C LIFE INSURANCE

G 457B DEFER

Q NONTAX COMBAT PAY

\$221.52

\$377.94

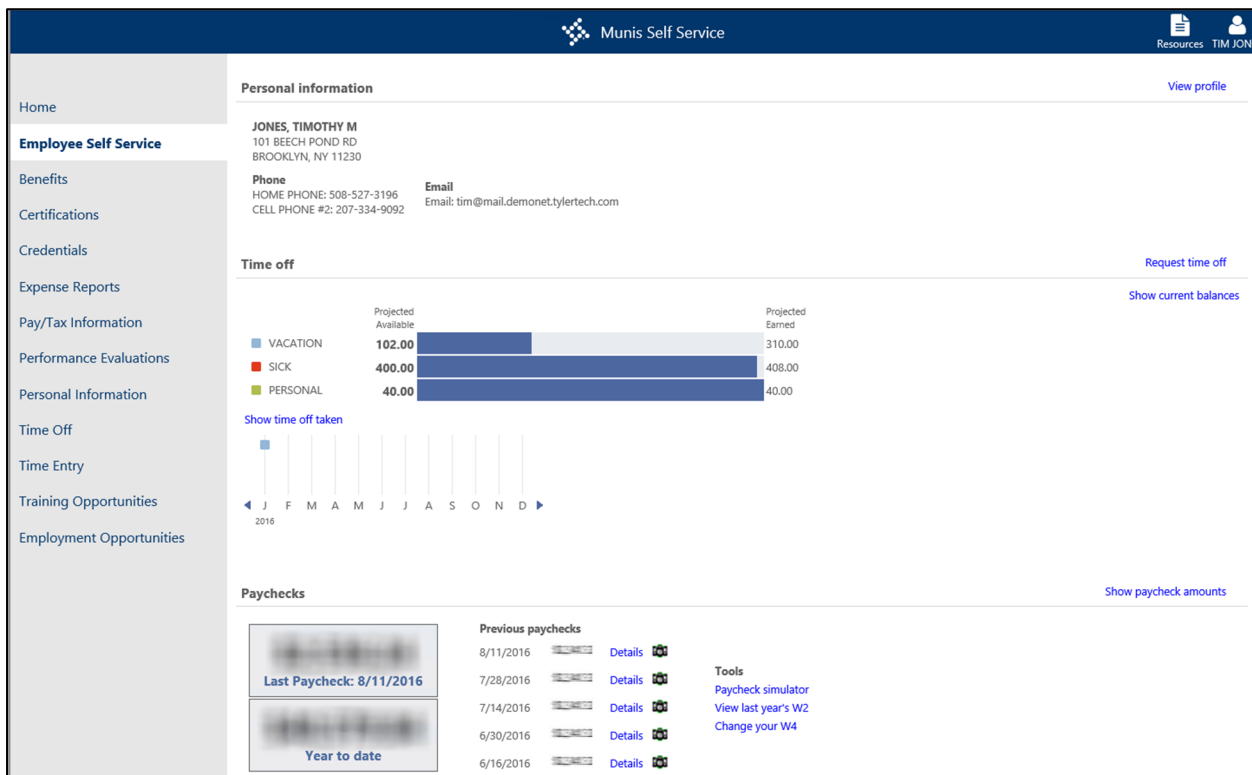
\$8,469.74

Munis Employee Self Service allows employees to view paystubs and W2 information online.

5.4.4 Munis Employee Self Service

Munis Employee Self Service improves employee access to key information and services, and reduces staff time spent responding to routine requests. Employees are able to update personal information, request leave, or check compensation quickly, confidentially, and securely over the Web from any computer, and at any time that's convenient for them. Employees log in using a unique username to view and update information. Accuracy is assured because Employee Self Service extracts information from the Munis database and is reflected in real-time. Employee Self Service reduces Human Resources workload by allowing employees to:

- Use the calendar interface to request vacation time, enter sick time and view up-to-date accruals
- Log work hours against projects and activities
- Use the Net Pay Simulator to see how deductions, withholdings and pay rates would affect paychecks
- Receive HR messages and benefits updates
- Register for training classes (Separate log in available for non-employee registration, as well)
- Review their performance evaluations
- See overview of compensation and benefits, W-2, W-4, direct deposit changes
- Sign up for benefits during open enrollment
- Access paperless images of W-2 forms, payroll stubs and other employment documentation stored by Tyler Content Manager



Munis Employee Self Service employee view welcome screen

5.4.5 Munis Employee Expense Reimbursement (Optional)

Munis Employee Expense Reimbursement is an easy-to-use application that fully integrates with Munis General Ledger, Payroll and Accounts Payable for complete electronic expense report filing—thereby increasing office efficiency, saving employees' time, and reducing paper trails. Once expense types are defined, Munis Employee Expense Reimbursement offers many time saving system defaults such as: quick expense report creation, system-generated travel requests, invoice reimbursement numbers and general ledger account codes. For ease of use, your office can create an unlimited number of expense claim form templates; determine whether employees submit reports before or after expenses are incurred; and decide whether to reimburse through payroll or by cutting an AP check. When submitting expense reports, employees simply log into the application—anytime and from anywhere over the Internet—and enter his or her employee number. The system automatically populates the expense report fields with data pulled from Munis Payroll, and the employee simply fills out the remaining required fields and submits. The claim is automatically entered into the workflow process, where it can be preset to direct expense reports to different approvers based on user-defined account codes, amount and department codes. Other benefits include:

- Minimizes time-consuming documentation process
- Eliminates messy paper receipt storage
- Reduces service issues by letting employees file reports and check on pending or past requests using Employee Self Service
- Allows management to quickly review expenses by type, employee, time frame or other category using a range of reporting options
- Integration with GSA per diem rates

5.5 Munis Citizen Services & Revenue

From community development and clerks' offices to utilities and tax billing and collections departments, Tyler's Citizen Services and Revenue solutions help you deliver all the critical citizen services that the public wants. This dynamic suite of applications helps to streamline a broad range of revenue and development services, such as issuing permits and licenses, tax collection, general billing, parking tickets, and animal licenses. Tyler's outward facing applications empower citizens to help themselves – to report potholes, to request municipal email and text alerts, process payments online and much more.

Benefits of Munis Citizen Services & Revenue

Local Governments	Employees	Citizens
Enables a paperless organization	Reduces time spent on repetitive inquiries or requests	Improves understanding of state and local government mission and goals
Streamlines processes	Increases insight into data for better decision making	Provides transparency into how government uses generated revenue
Accelerates revenue collection	Enhances the ability to process payments from multiple channels	Increases citizen satisfaction of state and local government services
Increases citizen payment compliance and revenue collection amount	Improves productivity, efficiency and responsiveness to citizens	

5.5.1 Munis Accounts Receivable

Munis Accounts Receivable provides two major functions: collection of miscellaneous cash, and collection and management of billed receivables. Processing over the counter or mailed payments for non-billed items such as licenses, permits, and registrations is easy using Munis AR, with customizable receipt printing if necessary. You can set charge codes to facilitate data entry and provide detailed or summary analysis (daily, weekly, monthly) by type, and pre-set General Ledger revenue accounts to these codes so data entry personnel do not need to enter account numbers—creating efficiencies and saving your organization critical time and resources. Notable highlights include:

- Single Customer Identification Number (CID) provides a complete view of all outstanding balances across revenues and departments, simplifying the collections process
- Cross department utilization improves efficiency and reduces training burden
- Supports validation, check endorsement, OCR scanning and receipt printing
- Utilize workflow approval processes to better regulate payment, reversal and refund processes
- Supports various hardware devices; see Tyler's recommended hardware listing

5.5.2 Munis General Billing

Munis General Billing creates invoices and bills for miscellaneous charges, such as facility rentals, hangar fees, tuition, vandalism and false alarm billing. It eliminates handwritten bills and manual calculations, totals invoice lines and provides accurate payment information. General Billing works with Munis Payment Entry (Accounts Receivable), Work Orders, General Ledger, Payroll, and Permit & Code Enforcement, and provides accurate and up-to-the-minute accountability.

Other benefits include:

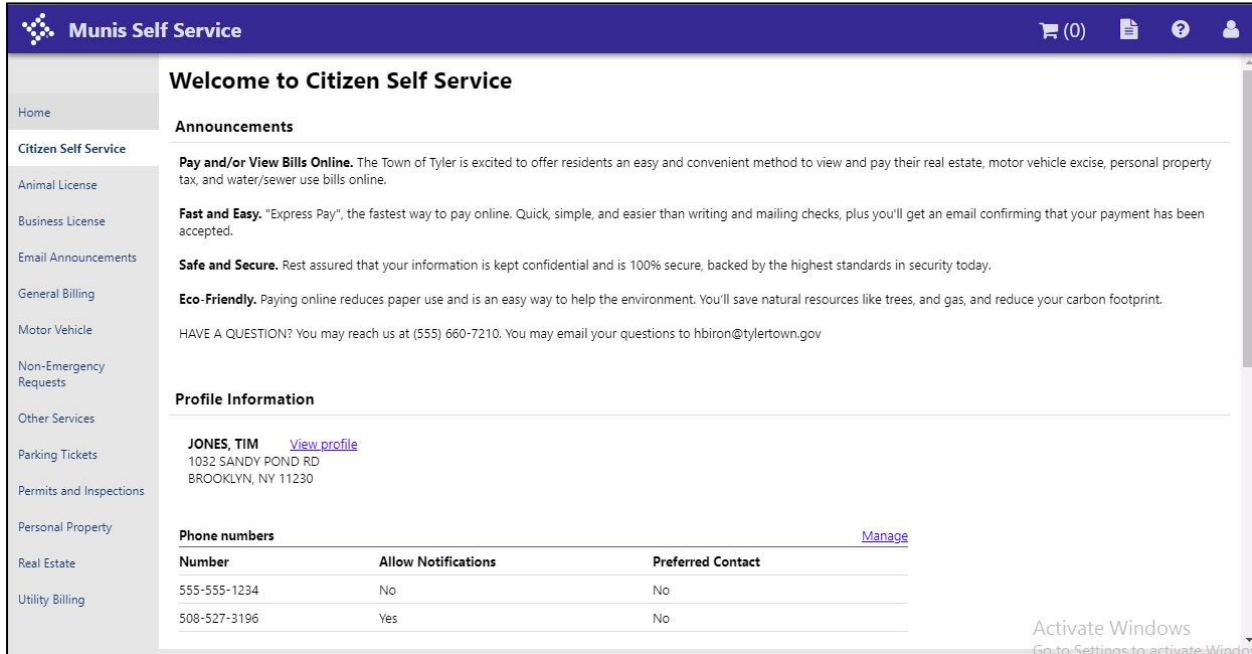
- Can aggregate services provided such as multiple days billed monthly
- Supports automatic interdepartmental billing
- Manages escalating fees associated with multiple incidents
- Allows scheduled invoicing of recurring charges or services
- Provides loan tracking and amortization for HUD housing
- Integrates with Grant Management for reimbursement requests
- Integrates with Payroll for extra duty pay and COBRA billing
- Integrates with Work Orders for billing repairs and other services

5.5.3 Munis Citizen Self Service

Munis Citizen Self Service provides secure online access to account information anytime and from anywhere. Citizens can inquire and pay outstanding balances for Munis generated bills, including animal licenses, business licenses, general/miscellaneous bills, permits and code fees, taxes and utility bills. Citizen Self Service also allows the users to submit information, such as business license applications or renewals and requests for service. Accuracy is assured because information is accessed from the Munis database in real-time. When used in conjunction with Tyler Content Manager, citizens are able to view actual images of past invoices and statements. Other benefits include:

- A secure log in for access to real-time account information for a full range of bills and services
- Ability to pay invoices online as individual bills or combined using the shopping cart feature
- Opportunity to request services such as filling potholes, and Utility Billing Service Requests
- Efficient 24/7 self-service without leaving home or the office

- Reduction of customer service workload



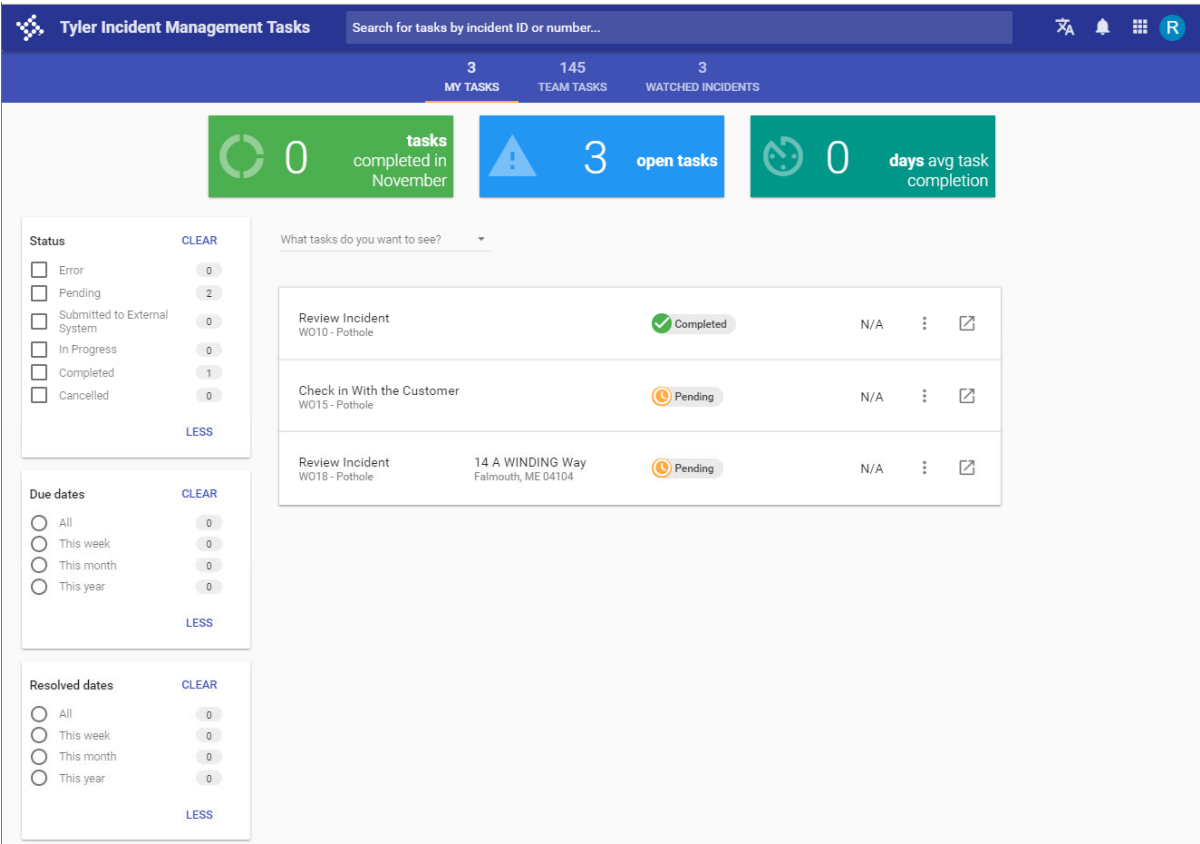
Citizen Central provides 24/7 citizen access to all account information

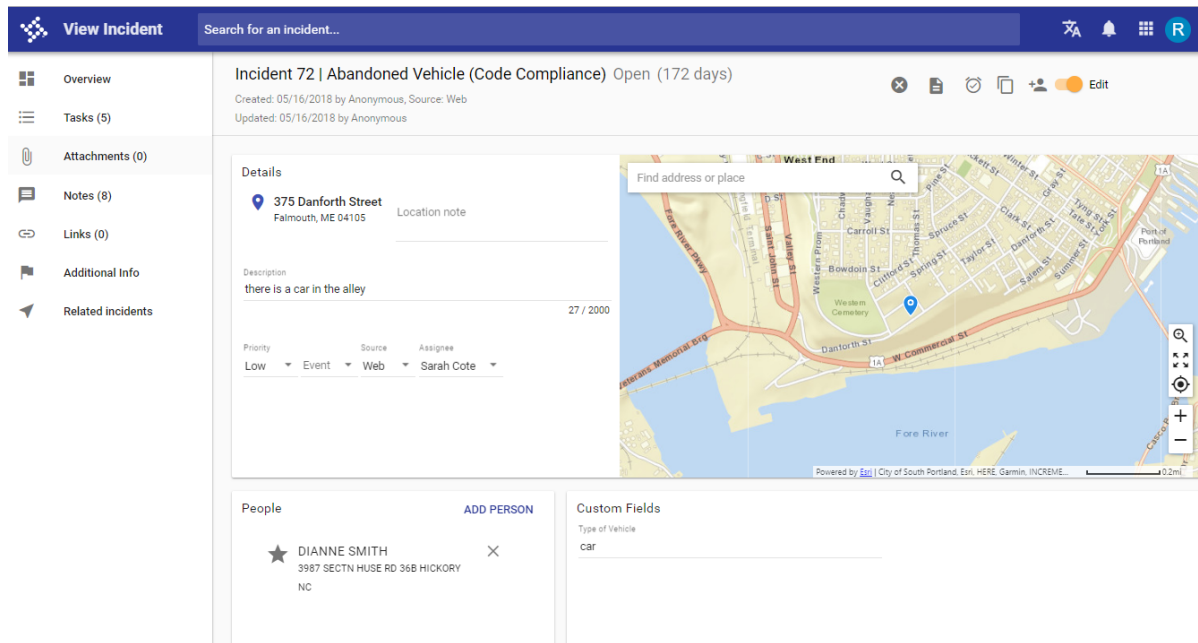
5.5.4 Tyler 311 (Optional)

Tyler 311 is Web-based application to handle non-emergency inquiries, complaints and service requests from the public, and free up local 911 lines for real emergencies. Tyler 311 allows citizens to report a range of issues such as: loss of water service, stray animals, roadway potholes, and questionable activity in their neighborhood. Once an issue is logged, assigned a priority level, service category, and department responsibility, the information automatically flows into the appropriate Munis program such as Munis Work Orders and Munis Permits - Complaints/Violations. Any subsequent change relayed to Munis regarding the incident's status is automatically reflected in Tyler 311. What's more, this module is compatible and seamlessly integrated with Tyler's Citizen Self Service for online incident reporting. Other benefits include:

- Provides single point of contact for all citizen requests
- Manages unlimited photos, contacts and notes, and links them by incident, location, or person(s)
- Seamlessly integrated with Munis Utility Billing, Work Orders & Complaints/violations
- Provides customizable call scripts for improved and consistent service handling. One or more call scripts can be in place for a given call type; call scripts can be marked as effective thru a certain period of time.
- Is accessible via a mobile device for improved responsiveness
- Supports and reports on Service Level Agreements
- Provide a knowledgebase of documents and references particular to the specific call type.
- Automatically retrieves and presents related calls (by type, person, or location)
- Provides complex task creation for multiple steps and assignments to be tracked relative to an incident
- SSRS reporting provides quick access to incidents sorted by category, type, department, frequency, status, and much more

- Configurable dashboard gadgets for focused listings, charting and tracking of groups of incidents.
- Integrates with Tyler Versatrans to document issues on school buses such as bullying or accidents
- Interfaces with School Information Systems to link incidents to the student records
- Integrates with Requests and Code Case Management automatically flowing information to those systems





Tyler 311 documents and routes all complaints for prompt handling.

5.5.5 Tyler Cashiering

Tyler Cashiering streamlines cash management by creating a single point of entry for data from multiple applications. Cashiering features a versatile, easy-to-navigate interface developed in the Microsoft® .NET platform. This scalable application has a familiar Microsoft Windows® look and feel, and was designed with user experience in mind. Tyler Cashiering allows for a wide range of customization based on payment type—and it integrates with local resources such as OCR and handheld bar code scanners, printers, validators and MICR devices, making it an essential addition to any agency's collection process. Other benefits include:

- On-screen running batch and transaction totals displays
- Unlimited, user-defined tender types.
- Various user permission and controls over POS actions – such as voids, cash drawer opening, and more.
- Robust reporting on batch totals, user activity, and overall collection totals/trends
- Compliant with PCI/PA-DSS security standards
- Full Check-21 compliance which allows for creation of an electronic cash letter containing images of checks to be submitted to a bank in lieu of a traditional deposit with paper checks
- Standard interface to other Tyler products and may be configured to connect to third party modules as well
- Support for EMV chip credit card processing

5.5.6 Munis Parking Tickets (Optional)

Munis Parking Tickets allows you to track and invoice parking violations. Violations may be entered directly into the system or uploaded from your third-party mobile parking ticket device. Parking Tickets can obtain accurate information and communicate with other agencies through an export request for owner names, an ASCII file used by State and Service Bureau agencies to supply you with owner names and addresses. It also

allows the same type of ASCII file import to update name and address and create account numbers for vehicle owners, saving time if the account number does not already exist. Additional benefits include:

- Automatic retrieval of the motor vehicle record as license plate is entered
- Ability for Citizens to pay parking tickets through Munis Citizen Self Service portal
- Printing of notification letters, updates, and late fee billing
- Export of “Tag and Tow” status to handheld devices for improved enforcement
- Ability to assess and apply late charges
- Munis Parking tickets integrates with the Munis General Ledger and Accounts Receivable

5.5.7 Munis Animal Licenses (Optional)

Munis Animal Licenses allows you to issue dog tags and maintain licenses, track veterinarian data such as rabies records, process payments, and perform historical incident reporting for domestic animals. The Animal Licenses module is fully integrated with other Munis applications, including General Ledger and Payment Entry (Accounts Receivable). Other benefits include:

- Flexible configuration for tracking of licenses, incidents, and rabies information
- Auto-renewal process for increased efficiency
- Integration with Citizen Self Service allows pet owners to register online, upload attachments like vaccination certifications and other required documentation, and process payments

Animal Licenses in Tyler Cashiering

Enter payment for MUN Animal License

Customer Name: BILLY*

Search

License Information

Year	Number	License Information	Balance	Due	Payment
☒	2005 16	GUNNER	0.00	0.00	0.00
☒	2005 18	GUNNER	10.00	10.00	10.00
☒	2019 23	PHOEBE 123	100.00	100.00	100.00
☐	2019	New License	0.00	0.00	0.00

Customer

ID: 758
Name: BILLY DONOVAN
Address: 32 EIDER LANE
TOPSHAM, ME 04086

Total

Balance	110.00
Due now	110.00
Payment amount	110.00

Pay Now Add Another

Batch 406 - Revenue Collections
Batch Total \$0.00 (2 transactions)

Transactions Payments Tenders Current

Type Item Amount

Transaction Total 0.00

Batch created.
Hailey Nason 01/10/2019 9:39 AM

Transaction 1 completed.
Hailey Nason 01/10/2019 9:45 AM

Batch resumed.
Hailey Nason 01/10/2019 9:47 AM

Transaction 2 completed. This is a void of payment 1 in batch 406.
Hailey Nason 01/10/2019 9:48 AM

Batch resumed.
Hailey Nason 01/10/2019 3:43 PM

Batch resumed.
Hailey Nason 01/11/2019 10:58 AM

5.1 Munis Utility Billing CIS

Munis Utility Billing Customer Information System (CIS) streamlines the complex procedures associated with account management and billing, scheduling, and reporting, and puts the focus on the customers. Munis provides the tools to easily maintain customer accounts, track work orders, generate utility bills, and collect fees. Billing clerks, service managers and utility directors have access to detailed information in a seamless, real-time and intuitive manner. And local governments increase transparency and improve customer service.

Benefits of Munis Utility Billing CIS

Local Governments

- Enables a paperless organization
- Simplifies the utility billing process
- Accelerates revenue collection
- Puts the focus on the citizen to improve customer service

Employees

- Improves productivity, efficiency & responsiveness to citizens
- Reduces redundant data entry and creates a "single version of the truth"
- Automates repetitive tasks & enhances workflow
- Enables fast, informed decision-making

Citizens

- Improves access to utility, account & payment information
- Enables easy bill payment
- Increases confidence & support in utility services

5.1.1 Munis Utility Billing CIS

Utility Billing CIS processes all billing functions easily, quickly and accurately. With it your staff can perform expected tasks such as billing water, sewer, refuse, electric and gas; and maintain multiple active billing cycles at the same time. Robust functionality enables users to manage all aspects of utility billing with features including easy account setup, management of past, current and future customers, along with easy access to service, deposits, and assessments information, all from a centralized account management screen. Unlimited user defined fields are available for use in a variety of areas, starting at the account location level all the way down to the service and meter level. Integration with other Munis programs provides additional benefits:

- Access usage and billing details, enter service requests, and pay online via Citizen Self Service
- Simplify property address management via Munis Central property, which synchronizes address updates with Utility Billing
- Field service requests from Tyler Incident Management
- Automatic Processing of Online Utility requests for a high volume of customer move in and move out requests
- View billing history with images of past invoices through Tyler Content Manager (TCM)
- Online payments flow directly into general ledger through integration with Tyler Cashiering and Accounts Receivable
- Track site access and repairs through built in Work Order tool
- Verify and view addresses through Munis Central Property and Munis Map Viewer
- Set rules for bill adjustments and work orders using Workflow
- View work orders on a map and a calendar, with the ability to assign and schedule.
- Manage Work Orders through a mobile app
- Track meters as assets while leveraging layering in GIS
- Option to deliver bills via email
- Manage cut off selections, lien collections, and other delinquency notifications
- Interface with Tyler Notify provides reliable customer notification regarding late notices, late fees, and general account notifications such as service disruptions

5.2 ExecuTime (Optional)

5.2.1 Time and Attendance

ExecuTime Time & Attendance provides small and large organizations with incredible cost savings and increased efficiency. In most local government entities, payroll processing, time tracking and benefits accrual tracking places an unnecessary strain on staff efficiency and limited budgets. ExecuTime fixes those issues and keeps them fixed while providing the highest ROI on the market. How do we do that?

- Effortlessly handle complex time tracking rules and pay codes
- Seamless, automated integration and synchronization with your IT environment and payroll software
- Powerful and user-friendly web-based interface for supervisors and staff
- Solid integration with numerous time collecting interfaces (web browsers, time clocks, phone text messaging, IVR, proximity readers, biometrics, and more)
- Dedicated technical and training support

5.2.2 Simplify Complex Time, Attendance, and Benefit Tracking

By incorporating complex time tracking procedures that usually exist within public safety, public works, and education, ExecuTime makes it easy for managers and staff of every department to enter and track time types, manage time-off requests and apply job costing all while handling multiple pay periods and FLSA guidelines.

5.2.3 Reduce Costly Errors

ExecuTime Time & Attendance drastically reduces errors and oversights by eliminating several of the manual tasks associated with collecting time and entering data into the payroll system.

Electronic capture of employee time offers a more accurate account of actual time worked and automates the process of collecting, calculating, and entering employee hours each pay period. You generate precise timesheets for both hourly and salaried personnel and have access to historical data through audit trails and reports to ensure secure and effective management.

5.2.4 Time Efficiency and Cost Effectiveness

ExecuTime Time & Attendance automates the most labor-intensive tasks associated with timekeeping and gives that time back to your staff. Payroll clerks that spend days sorting through timecards will now complete the same duties in a fraction of the time. Many public-sector organizations have already discovered that ExecuTime offers the most rapid ROI along with the most critical product features.

5.2.5 Supported Solutions

ExecuTime offers budget friendly systems that fit seamlessly into your current infrastructure and will grow with you for years to come. Our project management team will guide you through an implementation plan catered toward your personnel environment, conduct training and support your internal rollout. And you will have added assurance knowing an experienced and responsive technical team is only a phone call or email away.

- Automated Attendance Calculation
- Improves accuracy
- Improves timeliness of information
- Configurable overtime policies
- Configurable clock-in/out policies
- Manual time-editing ability
- Accounts for shift differentials and 24x7 operations
- Complete audit log and reporting on changes, additions and edits to employee time

5.2.6 Key Features

- Electronic clock in/out
- Time tracking and exception reporting
- Work order, project and job number tracking
- Employee benefit time request and management
- Time-off scheduling calendar
- Electronic timesheet approvals
- Absolute lowest cost of ownership and free software for upgrades

- Integration with payroll software on any platform

5.2.7 Flexible Reporting Features

- By day, week, month or year
- Real-time employee status
- Daily attendance inquiry
- Multiple file export options

5.2.8 Intuitive Interface

- ExecuTime web-based interface
- “Who Is Here” inquiry screen
- Benefit hours inquiry and management
- Integrates with Interactive Voice Response (IVR) technology
- Supports a range of collection devices: electronic time clocks, biometric, web browser, text messaging and more
- Full integration with your payroll application

5.2.9 And More...

- Multiple pay-period support
- Graphical calendar for time-off scheduling
- User-specific security levels
- Time-zone sensitive time and date stamp records all transactions for auditing purposes
- Eliminates antiquated time clock hardware and hand-written time sheets

5.2.10 The ExecuTime Difference

- Integration with any payroll/HR app on any platform
- Unlimited supervisors
- Unlimited workstations and PCs
- Unlimited technical support
- Configurable notifications and alerts
- Absolute lowest cost of ownership
- Browser, tablet and smart phone supported

5.2.11 Advanced Scheduling

ExecuTime Advanced Scheduling automates, simplifies and streamlines your staff scheduling process while minimizing labor costs and overtime expenses. The Advanced Scheduling solution makes sure you have the right people working the right job at the right time through a fully integrated, easy-to-use solution that easily scales to suit the needs of small, medium and large organizations.

5.2.12 Reduce Labor Costs

Labor costs are a big part of your organization’s budget. And those costs escalate through human error, manual processes and requests, and scheduling conflicts. ExecuTime scheduling allows you to cut labor costs while drastically reducing human error and manual processes. Even better, ExecuTime can be configured to easily handle the complex scheduling in public safety, public works and parks and recreation. With ExecuTime,

you'll effectively manage complex costs while incorporating union agreements, overtime and premium pay into your workforce management strategy.

5.2.13 Increase Workforce Productivity

You're being told to do more with fewer resources. In these challenging economic times, decreasing budgets and increasing expectations go hand-in-hand. ExecuTime Advanced Scheduling allows your staff and supervisors to securely access customized and insightful data to eliminate unnecessary confusion and scheduling errors while enhancing employee accountability. Self-service tools allow your staff to request schedule changes and shift swaps, leave requests, bid for days off and vacation requests, and more. It's centralized, 24x7x365, real-time scheduling and management across departments, teams and locations.

5.2.14 Seamless Integrations

The ExecuTime Advanced Scheduling solution integrates seamlessly with third-party applications (HR, payroll, CAD and more) and eliminates manually running scripts, passing files back and forth, and the wasteful production of paperwork. Of course, you can also integrate the scheduling solution with the ExecuTime Time & Attendance solution to create a powerful, automated and fully integrated workforce management solution.

5.2.15 Easy to Use and Implement

If you can use a web browser, then you can learn to use ExecuTime Advanced Scheduling in a snap. This solution is entirely web-based and requires no software to install or maintain on workstations. The user interface is extremely intuitive and user-friendly to make adoption easy even for users with little or no experience with computers.

5.2.16 Key Features

- Unlimited schedules/shifts
- View and print daily roster reports
- Schedule grid and calendar view
- Post open positions for sign-up or bidding
- Time exchange feature for shift swaps and shift trades
- Automated time-off request and approval process
- Overtime eligibility management
- Track certifications and work limits
- Cloud-based and on-premises options
- Holiday and events calendar
- Reporting and auditing
- Employee self-service

5.3 EnerGov Community Development Overview

5.3.1 Permitting and Land Management

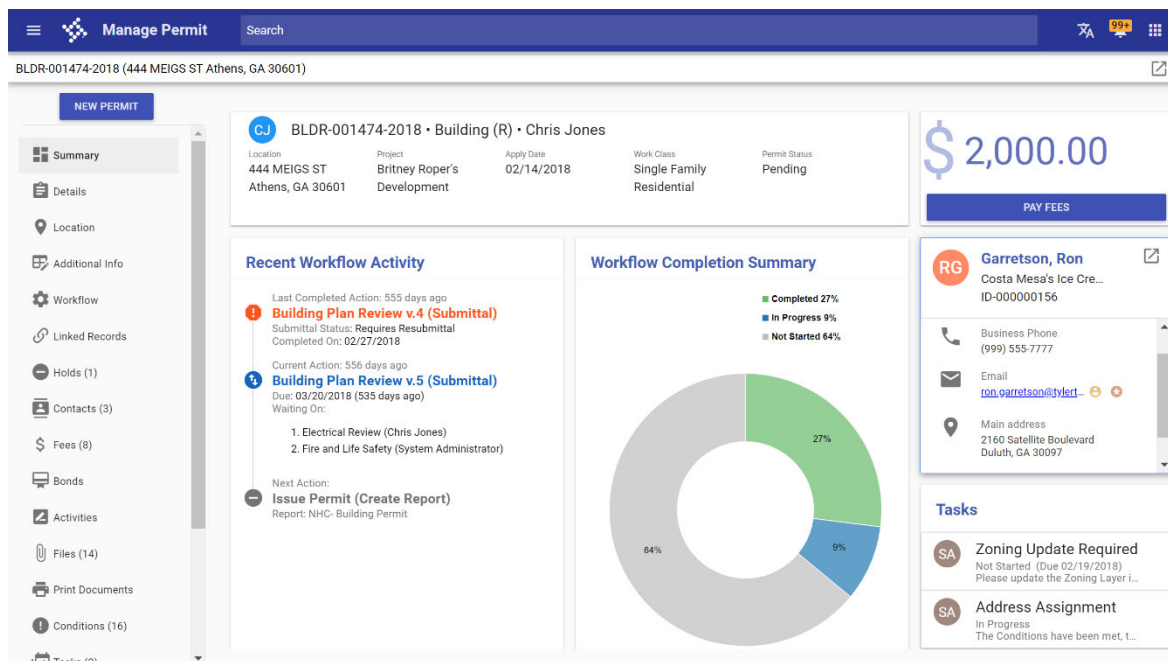
Automate land use planning, project review, permitting, inspections and the management of impact cases and objects with the Permitting and Land Management Suite. With this multi-dimensional software, urban planning is easily done with the click of a mouse or touch of a screen. Your processes will be more efficient, and communication will be on the way up while data errors will plunge. That means revenue has the potential to spike, and your return on investment may be captured sooner than you think.

This flexible system allows you to customize business processes for varying departments while maintaining the integrity of working within one, centralized system. Records can be directly linked to your GIS data, allowing users the ability to see important land-data and make more informed decisions. Tracking plan submittals and their associated reviews, organizing revisions, scheduling meetings and hearings, verifying contractor licenses, issuing permits, collecting fees, and managing the inspection process are tools that will help you streamline your process. The ability to manage conditions, holds, GIS information, and historic data help to create a clear picture of the work being managed.

5.3.1.1 Features & Highlights

Manage Your Workflow

You will experience unparalleled flexibility in automating your organization's permitting, regulatory land use and enforcement processes when you deploy the Permitting and Land Management Suite. Superior configurability options allow for even the most complex business processes and workflows to be managed throughout the entire process lifecycle in a quick and efficient manner.



Manage Objects

When you struggle with permitting equipment such as boilers, elevators and objects in a right-of-way that may have no address associated with them, think Tyler. Our Object Management module helps uniquely identify these items and trace them through the permitting process.

Manage Impact Cases

Finances and permitting oversight can be a challenge to manage while you are regulating construction projects, and disparate systems can quickly turn project management into a difficult task. Impact Management solutions help you manage conditions of approval that impact project delivery so compliance is ensured, and revenue collections are timelier.

Reduce Error, Liability and Increase Revenue

Automating with the Land Management Suite is a smart investment that can minimize human error and limit your agency's liability as it relates to permitting and regulatory land use. Flexible enough to take charge of escalation procedures and required operational steps, it is also solid enough to perform accurate jurisdictional GIS and decision-making analysis across the agency. With Land Management, you never have to worry if conditions and land use requirements are maintained or enforced, or if corresponding information is tracked.

Streamline Your Operation

We realize resources can be scarce, and that makes it tough to manage the process of regulating and enforcing in a timely manner. The Land Management Suite assists in this process by streamlining and automating many of the time-consuming processes from intake to task and field inspection routing or creating a fully automated regulatory environment.

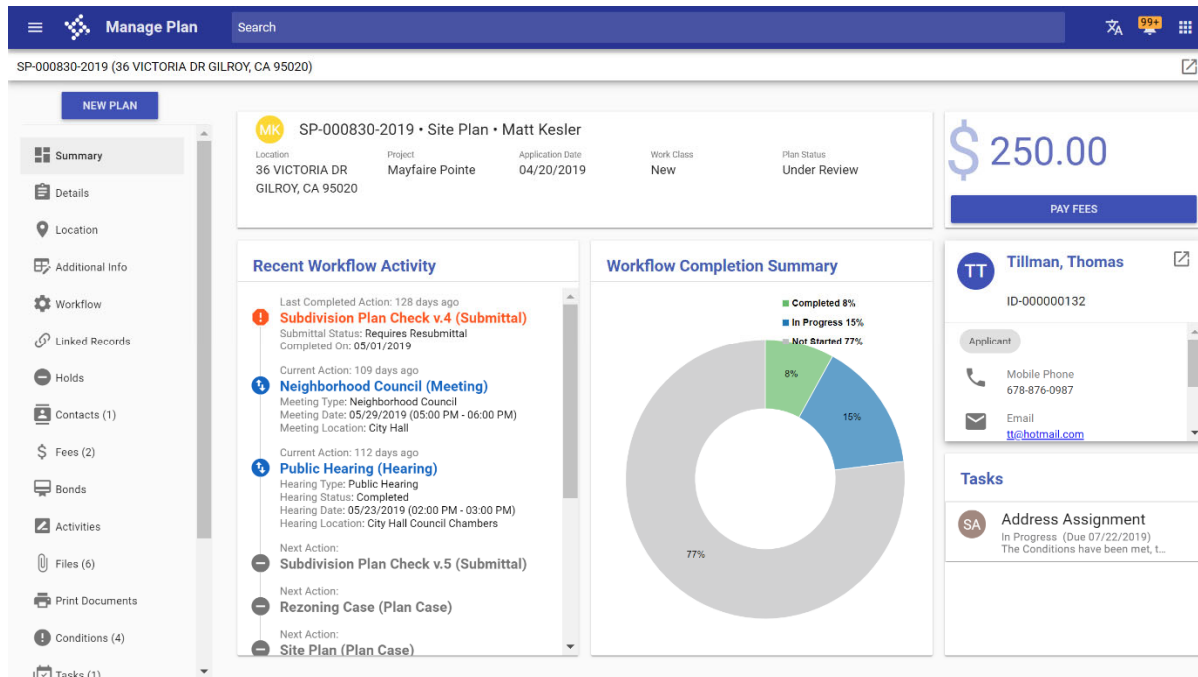
5.3.1.2 Project & Land Use Management

From smaller local projects to large-scale land development, Permitting & Land Management's Project Management module keeps related permits constantly accessible during the project management phase. Parameters for the number and type of allowable plans or permits can be easily controlled, and conditions for each are easily established in accordance with local ordinances.

- Group related permits, plans, and code enforcement activity into one Project. Manage and view the status of the overall project, along with being able to see key details of associated records and easily access full record history.
- Track time spent on the project that can be used for reporting and/or to calculate fees.
- Create parent and child project hierarchies to manage critical relationships between multiple projects.
- Enhanced search capabilities allowing users to search by both current and historic project names.
- View all associated records in a timeline and map format using our project genealogy tool. Provides users with a visual display of the project's history and progress.

5.3.1.3 Plan Management

All types of plans at any project level can now be assessed with electronic plan review functionality. While actions within the workflow may be limited based on the type of record you are displaying, your productivity certainly won't be. And if you need to measure public outreach, review and hearing processes, it's no problem since the Plan Management module tracks all actionable items from meetings and hearings.



- Create highly customized workflow to manage the most complex to the simpler day-to-day tasks completed by the planning department. Color-coded and automatic versioning of the workflow helps planning managers view the progress of a project and track what the next steps are.
- Create meetings and hearings that will display on a centralized calendar. Track staff members and the public who have been invited and record history and notes. The calendar is also visible online for citizens to see what upcoming meeting and hearings they have scheduled with the jurisdiction.
- Use GIS tools to create mailing lists that can be linked to the plan record to send public notices.
- Generate documents and reports, such as public notices and letters, using the information entered on your centralized record.
- Manage the submission of documents and subsequent reviews. Clearly marked and versioned workflow items track dates, comments, and outcomes.
- A variety of routing options allow you to determine how item review assignment should occur. Popular options include GIS Zone-to-Reviewer assignment, departmental load balancing, or using pre-determined review teams.
- Electronic Plan Reviews allows citizens to upload files through a portal. The files are added directly to the associated record.
- Plan Reviewers can manage their reviews through user-friendly workstations. Reviewers can add corrections from a library of codes. When using eReviews, reviewers can link their markups directly to corrections.
- Share submittal results with involved parties through citizen portals or through correction letters that can be generated directly from the system.

5.3.1.4 Permit Management

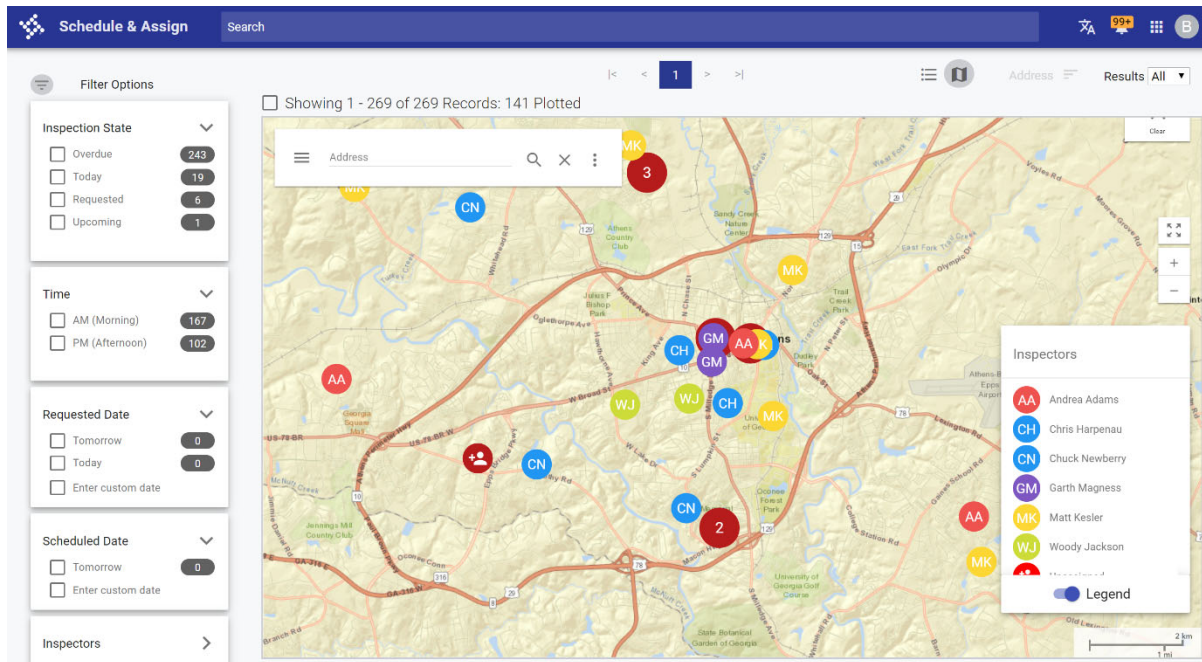
In a perfect world, approvals would come exactly when you need them. Tyler's Permit software helps your agency deal with the reality of project details and cycles by color coding differing versions of plan review submittals and inspections so that project history can be tracked, and fee revenue can be collected or recaptured.

- Create permits directly from a user-friendly GIS-viewer. The system can display relevant GIS data on specific records to automatically fill in fields, add requirements to workflow, or create alerts.
- Utilize the permit record to create a complete, historical picture of what work was applied for, on what property, and who it is associated to. Automatic history-tracking is applied to all records to create a full story. Ability to track notes, meetings, emails and phone calls to add to this historic data.
- Customize workflows to manage the submittal, review, approval, issuance, inspection, and finalizing processes for your various departments. Due dates and assigned to fields allow multiple departments to interact with a single record seamlessly.
- Advanced fee calculation and cashiering options allow tracking payments made on records, billing contacts, and to easily retrieve invoice and receipt information. Widgets and advanced search screens allow managers to track overall fees collected to date to provide a comparison of revenue to date this year compared to last year.
- Automatically verify contractor and subcontractor licenses at the time of application and at permit issuance.
- Utilize conditions of approval and holds to prevent actions from happening on the permit unless certain milestones have been reached or critical issues have been addressed. Helps the users by providing the data up-front and minimizes the risk of errors.
- Associate cash or performance bonds to permit records. Manage partial and full releases accordingly.
- Save time on data entry by copying permits when someone is applying for multiple of the same type of permit.
- Extend the life of a permit automatically based on active inspection requests.
- Renew permits using customized renewal cycles to generate and pay invoices and to extend the permits' expiration date.
- Upload and view (if user security allow) attachments associated to the permit.
- Use documents, reports, widgets, and searching tools to capture critical information regarding history and trends. Plot search results on the map to view the data from a new point-of-view.

5.3.1.5 Inspections

Are you looking to take a greener approach to inspection management? Tyler can help. By receiving and scheduling inspection requests electronically, your office will see a significant decrease in phone calls and foot traffic, all interested parties will stay updated and communication will increase while you shuffle less paper. Field workers can also manage the inspection cycle through mobile applications and keep everyone updated in real time or as soon as connectivity is available.

- Empower citizens to request inspections through a citizen portal or through an automated phone system (IVR). Flexible configuration options allow you to further define how many inspections can be request for a day, cut-off times to request inspections for the following day, and much more!
- Easily track which inspections are associated to different projects—visible statuses, version, and inspector notes help track the inspections' history.
- Utilize a variety of scheduling and assignment options including the ability to auto-schedule inspections, assign inspections using load-balancing, use GIS to assign inspectors to zones, and many other options.
- Workspaces designed specifically for inspectors to view the work that's assigned to them, add notes, and update statuses. Inspectors also have quick links to see associated project and parcel history.
- Our iG Inspect product allows inspectors to view inspections in the field, including previous inspection history. Inspectors can take notes, update status, take pictures, and email reports directly from the field.



5.3.1.6 Object Management

While a lot of permits and plans are associated to an address and/or parcel, sometimes you may need to permit against an object such as an elevator. Objects can be linked directly to a permit, plan, or to other objects.

- Track the status of the object independently. Review the status of each associated object on the originating permit or plan record in a user-friendly grid.
- Create a hierarchy of objects between parent objects and children objects to efficiently manage the connection between multiple objects.
- Track and manage critical dates such as created date, installation date, and operation start and end dates.
- Capture information specific to each type and classification of object using standard and customizable fields.

5.3.1.7 Impact Management

Managing fees and conditions because of impact cases such as Rezoning and Special Use Permit approvals can be time-consuming and littered with oversights. The Impact Management module eases the load by automatically adding impact fees and conditions to applicable permits or plans. An overall impact case will track the associated records by recording total money collected to date, the number of records impacted, and much more!

- Empower those interacting with customers to have the most updated and dependable information possible already reflected on the records they are working with. Impact Management will add relevant fees and conditions to the associated records, allowing employees to spend their time where it counts.
- Draw impact polygons on the map using user-friendly GIS viewer. An impact case can be associated to this polygon to define what type of conditions will be applied to parcels intersecting this area.

- Track the overall progress of the impact case with statuses, dates, attached records, and conditions, and how much money has been collected to date.
- Add multiple monetary and non-monetary conditions to an impact case. Customize when the conditions should apply to associated records and how to assess the conditions.
- Use fee allocation tools to automatically total how much money has been collected to date, how funds have been allocated, and the remaining funds balance.
- Flexibility and advanced impact fee setup options including adjustments based on inflation.

5.4 EnerGov Business Management Overview

5.4.1 Licensing and Regulatory Suite

We understand the spectrum of services you have to provide, and Tyler's Licensing and Regulatory Suite is your one-stop solution. If you need to automate the administration of licensing and regulatory review, approval, issuance, renewal, revenue collection, investigation or enforcement processes, this suite has the power to deliver beyond your expectations by coalescing all regulatory agencies involved. Departments or agencies who may benefit include business licensing, professional and occupational licensing, alcohol control, revenue collection, business tax, regulated services, environmental control, fire and industrial compliance and more.

5.4.1.1 Features and Highlights

Improve Efficiencies and Manage Centrally

The Enterprise Server framework includes Enterprise Contacts Manager (ECM) that was specifically designed to allow for central management and serve as a single point of entry for all regulatory business modules, details, actions and events. From management of regulatory compliance cases to tracking constituent requests and renewing or applying for a license, we simplify the process.

Flexible Approach to Regulatory Workflow Management

The Licensing and Regulatory Suite enhances your operation by allowing for unparalleled flexibility in automating your organization's comprehensive licensing and regulatory requirements. Superior configurability options allow for government agencies to determine the appropriate licenses and cases to track, as well as associated details related to the agency's specific regulatory requirements. Even the most complex workflow cycles are no challenge for this technological approach.

Investigative and Enforcement Work Orders Automated

The Licensing and Regulatory Suite automates your investigation and enforcement work orders, resource allocations and regulatory review routing to centrally connect and simplify operations. That means increased efficiency and a significant ROI.

Connect Disparate Departments, Agencies and Citizens

The Licensing and Regulatory Suite empowers agencies to better connect departments, external agencies, processes, commercial entities, citizens and services. Utilizing a central database fosters collaboration, communication and efficiencies that affect your bottom line in a substantial way.

5.4.1.2 Business Management

Whether you need to track economic growth and development and/or regulate new businesses in your jurisdiction, Business Management will help you reach your goals. Allow businesses to register online or in-

person. Define the status, key dates of operation, and associated NAICS codes. Inspections can be conducted directly on a business, including reoccurring annual or semi-annual inspections. Use the business record as a starting point to create licenses and/or tax remittance accounts.

- Registering a business online allows your citizens to interact with you at their convenience—regardless of that’s during normal business hours or not.
- Define the types of businesses that can be established such as corporations, sole proprietorships, or LLCs. Track critical information regarding this business including the DBA name, tax ID numbers, dates of operation, owners, employees, and emergency contacts.
- Use the business record as a way to group multiple licenses and/or tax remittance accounts. Provides a history of the overall business and its standing with your jurisdiction on a yearly basis.
- Track and report against the location of the business using multiple data points such as the address(es), parcel(s), location (in-city limits or out-of-city limits), and district fields.
- Define custom fields to further track and report against the information that’s most valuable to you.
- Allow businesses to apply for and renew associated business licenses online or in person. Utilize updated information from the main business record to create appropriate licenses.
- Customize the license application and renewal process to fit your business needs directly. Determine the expiration dates based on a recurrence cycle so the expiration date will automatically calculate based on the issued date. Furthermore, determine the workflow that works best for your business process by assigning tasks, reviews, inspections, etc.
- Generate documents and reports to print and attach copies of the business license and renewal letters.
- Utilize quick and user-friendly screens to streamline the payment and issuance process for renewed licenses. Or allow citizens to complete this process online minimizing the amount of paperwork done in your office.

5.4.1.3 Professional License Management

Need to track licenses against an individual? Professional Licensing allows citizens to apply for and renew their personal licenses. These capabilities are extended online, where citizens can fill in their application, pay their fees, and renew licenses outside of business hours and at their own convenience. Utilizing professional licensing allows for a seamless association between contacts, their current licenses, and what work they are aiming to accomplish in your jurisdiction.

- Allows users to apply for and renew professional licenses in person or online. Serve the needs of the public by opening this extended flexibility while minimizing the amount of paperwork that needs to be completed internally.
- Ability to track critical dates of the license such as the application, issued, expiration, and last renewal dates. The expiration date will automatically generate based on the license cycle, which is configurable.
- Streamline your business processes by being able to verify if a contact has the proper professional license. Does a permit require a contractor to have a specific license? Does a business owner need a current professional licensing? The system can cross-reference these requirements to provide users with relevant, updated information at defined points of the process.
- Define customizable workflow for professional licenses and the renewal process. Allows multiple departments and users varying levels of interaction and provides overall accountability.
- Generate documents and reports such as licenses and renewal letters. Automatically attach copies of these reports, and other relevant documents, directly to the license for future reference.

5.4.1.4 Inspections & Investigation

Need to schedule and track inspection history? Our versatile inspection management tools allow inspections to be linked to businesses, licenses, requests, code cases, permit, plans, and various other modules. Advanced configuration and scheduling tools are geared towards providing a user-friendly way for citizens to monitor their inspections while allowing you to schedule, track, and search for inspections.

- Create inspections related to businesses, licenses, permits, or code cases, allowing a complete history of site visits and inspections to be tracked on one record.
- Track how many times an inspector or officer has visited the site with automatic versioning in the workflow.
- Workspaces designed specifically for inspectors to view the work that's assigned to them, add notes, and update statuses. Inspectors also have quick links to see associated project and parcel history.
- Additional tools to track all of the correspondence used to resolve issues from emails, phone calls, posted notices, walk-in inquiries and much more.

5.4.1.5 Request Management

Citizen requests and complaints can now be easily managed with the help of our Citizen Response System. Reports of potholes, overgrown lots, damage to public facilities or other issues can be reported by citizens through a web portal, along with the location and any pictures or notes taken. Government staff can then assign inspections, work orders and code enforcement action, making citizen responsiveness as easy as a click.

- Online portal allows citizens to submit complaints and/or requests. As an administrator, you have the flexibility to customize options such as allowing anonymous complaints, requiring a specific address, or allowing individuals to submit a general location.
- Utilize activity and inspection tools to track the steps taken to address the complaint.
- Built-in fields to determine the assignment of the complaint, the priority, and critical dates help prioritize daily responsibilities, enabling you to better serve the public.
- Easily escalate a complaint/request into a full code case. The system will automatically copy relevant information onto the code case so you don't have to re-enter the same data.

5.4.1.6 Enforcement Case Management

Within your economic development efforts, it's important that communities in your jurisdiction stay clean and safe. Rental units are no exception. The Rental Property module supports the enforcement of ordinances in regard to exterior maintenance such as weed control, garbage or junk. Its workflow system also accommodates one-time or recurring inspections for utility connection within rental units to keep long-term tenants in compliance. It does so through its unique capability to identify the property and its owner or manager, their registration or licensing, and site inspection cases or cycles.

- Highly customizable workflow that allows multiple violations to be associated to one code case. Each violation can be resolved independently and has its own set of compliance dates, priority, fees, notes, and status.
- Ability to extract data from the code case into customizable reports to generate notices, letters, and reports regarding the history of the code case.
- Assignments on the code case can be managed on the overall code case and on individual inspections and tasks, allowing multiple individuals and departments to have ownership in the process.

- Advanced security settings allow contacts on code cases to be hidden from the public and from internal staff.
- Batch update code cases to change the assigned to, contacts, status, and more. Batch update widget allows administrators to monitor the progress of updates and easily view impacted records.
- Widgets and advanced searching tools empower code officers and managers to know what violations are approaching their compliance dates, what their workload looks like, and items they need to follow-up on.
- Ability to see code cases associated to the parcel and/or contact directly on each code case.

5.5 Tyler Detect: Managed Threat Detection Service for the Public Sector (Optional)

With Tyler Detect, your network is under surveillance 24/7, and a dedicated cybersecurity analyst is hunting for threats every day. Incidents are identified and confirmed – and you receive remediation recommendations within minutes of an attack.

Sixty-three percent of organizations experienced at least one cyber-attack in the past 12 months¹ – and getting these attacks under control continues to plague the public sector. Tyler Detect offers all the features you need to overcome the challenges and confidently defend your network.

5.5.1 Advanced Threat Detection

Only 14 percent of government organizations consider themselves to be well protected against threats². Cybercriminals can evade traditional defenses, compromising an infrastructure within minutes or hours. That's why advanced threat detection cannot happen by algorithm alone. Enter Tyler Detect, a subscription service that:

- Combines human expertise with the latest threat intelligence and advanced data analytics
- Quickly and accurately detects threats across your entire environment, including end points
- Discovers malware, zero-day exploits, ransomware, compliance violations, errant administrative activity, and more

5.5.2 Real-Time Confirmation of an Incident

The average time to detect a data breach is 191 days and the average time to contain the data breach is 66 days⁴. The faster the data breach can be identified and contained, the lower the costs. The Tyler Detect Security Operations Center (SOC):

- Monitors security events in real time, 24/7
- Confirms an incident has occurred within minutes
- Provides access to forensic-quality data

5.5.3 Expert Support

Seventy-five percent of government respondents said their organizations lacked dedicated information security personnel³. Precious time is wasted because many malware alerts investigated are false positives. Your Tyler Detect analyst is an extension of your team that:

- Brings security expertise to your team so you can focus on your core disciplines
- Reports how an incident happened, the extent of the damage, and how to correct it

- Provides support and guidance 24/7

5.5.4 Regulatory Compliance & Reporting

Analyzing audit logs is an integral part of complying with many IT security compliance standards, but the process is extremely time consuming. This can be tough for security teams struggling with staffing shortages and overwhelmed by ever-expanding threats. Tyler Detect:

- Provides daily reports, including alerts and remediation recommendations, that are posted, archived, and searchable via a secure online portal
- Summarizes findings in a monthly report that auditors love
- Keeps you in compliance with a variety of standards and regulatory requirements

5.6 Socrata Open Finance (Optional)

Socrata Open Finance provides unparalleled data access and analysis tools to help public sector entities implement principles of transparency, participation, and collaboration. Local governments are increasingly expected to provide high value information to help citizens understand how their tax dollars are being used and engage the public in the civic process. Financial transparency is a key component in a government's efforts to establish and maintain trust with their constituency. Governments critically need a cost-effective, publicly consumable way to understand share all aspects of their finances. Open Finance solves this through a proactive approach to government transparency. It can inform the public of how and where tax dollars are being spent in an easily consumed, engaging, and insightful way that encourages greater citizen involvement. Additionally, Open Finance will significantly reduce the backlog of Freedom of Information Act requests which burden public sector agencies across the country.

5.6.1 Beyond Transparency

Tyler has responded to these challenges by offering Open Finance, a suite of government focused applications that allow agencies to effectively and powerfully communicate how tax dollars are being collected and spent. Open Finance organizes your Tyler ERP financial data into a highly consumable, interactive, contextualized visual interface to meet the public's need to understand government finances. Accessible Data Citizens and policy makers alike, can access the Open Finance portal directly from a school district or municipal website on their desktops, tablets, or smart phones. As a cloud-based service, Open Finance does not require an additional hardware investment or on-site technical support. With seamless integration with Tyler's ERP applications it yields the highest ROI on a government's open data initiatives while eliminating the barriers to data and the technical problems encountered with other data analysis products.

5.6.2 Effective Communication Tools

Open Finance searches across all financial data and to provide intuitive results with familiar Google-like search capabilities. The highly engaging visual interface is easy to navigate, and the graphics are organized by category, department, function, and vendor which provides insightful information for internal stakeholders and makes it hugely popular with citizens. It has been designed to automatically answer the most commonly asked questions and is compliant with public record laws in 50 states. Open Finance ensures simplicity in deployment of data which allows clients ease in communicating information both internally and to the public. It proactively identifies issues, fraud, and trends by updating datasets frequently utilizing current data. Easily review total spending to date and understand how funds are appropriated by department, which vendors

receive payments, or research spending for health care and benefits. Interactive charts and graphs allow for easy analysis and understanding.

5.6.3 A Suite of Focused Applications

Open Finance is your single source to give constituents transparency as well as to educate, inform, and engage the public and local government employees around financial data. Our three ready-to-deploy applications include:

- Budget:** A ready-to-deploy application that publishes the details of your operating revenues and operating expenses onto your branded website. Clients can keep the experience entirely up to date by showing their budget vs. actuals throughout the year and replacing static reports. Citizens will learn about the priorities of their government and how it impacts them and their neighborhoods on mobile phones, desktops, or tablets.
- Expenditures:** Expenditures is a tool that publishes the transaction level details of a government's expenditures. This tool allows the public and internal stakeholders to easily understand complex financial information, including checkbook-level details of spending. Clients can keep the experience entirely up to date by automatically publishing new data to the platform. Constituents will be able to learn about the spending and contracting of their cities and find specific, detailed answers to a wide variety of questions. Expenditures provides a consistent experience to navigate, analyze, and download the underlying data and provides easy navigation and understanding of the financial data that is accessible to a layperson and valuable for internal staff.

Payroll: Receive instant answers to common questions, including total size of the payroll, top employees, top departments, median pay, and more. It has a summary page that encompasses all the employees in a department or job title as well as at the individual level.

Open Finance is available in three bundles

- Open Finance: Includes operating budgets, expenditure, and payroll
- Open Capital Projects Explorer: Includes capital budgets and projects
- Open Data: Includes additional datasets from other systems

5.6.4 Tyler Open Finance a Win-Win

Tyler's team will work with you to translate your complex chart of account structure into constituent-friendly visualizations that are easily to navigate and understand. Open Finance serves you and your citizens by putting information at your fingertips while reducing your IT and data retrieval burdens. Tyler's Open Finance — a solution that can have an immediate impact.

5.6.5 Additional Features:

- Easy public access via any device: mobile, tablet, or PC
- Dynamic Google-like search functionality
- Automatic updates to public records and reporting
- Able to fully customize portal's branding and content
- Actionable data insights that are up to date for public understanding and internal analysis
- Easy access to historical data for benchmarking and procurement
- Transparency that educates, informs, and engages the public
- Social sharing and the ability to embed views into third-party websites
- Interactive reports
- 508 compliant
- Increased productivity due to internal process improvement

- User-friendly interface provides insight for all levels of users (advanced, less technical, and in between)
- Cloud-based service requires no additional hardware, IT support, or training, and is quick with low cost deployment

5.7 Tyler SaaS (Software as a Service)

Overview

With the Tyler Software as a Service (SaaS) solution, we will host and manage the Tyler applications from our facilities. We will provide the ongoing support, maintenance, and upgrades of the applications, hardware, and operating system. You receive clear and concise documentation, defining all aspects of the relationship. You will receive a Contract (Commitment to Partner), a Statement of Work (clearly defines Scope, Roles, and Responsibilities of both partners), and a Service Level Agreement (Measurable Expectations of Performance).

Features

The Tyler SaaS model is reliable, available and secure. There are no code changes to the client or server without proper notification. It offers complete hardware redundancy with no single point of failure. In addition, it utilizes data encryption in transit and Virtual Private Networks (VPN) to transmit all data.

- System Administration. Tyler performs daily administrative tasks. We address the installation, upgrade, support and file maintenance of the Tyler application and database servers, operating system, database and application files.
- Security Administration. Tyler provides secure data transmission paths from each client workstation to the Tyler servers. User Ids, passwords and application access rights for the VPN and the Tyler application are administered by Tyler with the client's final approval.
- Hardware Performance Maintenance. Tyler supplies and maintains all necessary hardware required to provide workstation access to the Tyler applications at standard industry performance levels. All repairs, upgrades, and replacements to server hardware are the responsibility of Tyler.
- Disaster Recovery & Fault Tolerance. Tyler backs up all system & data files and stores them in a secure off-site location. We have fully redundant telecommunications access, electrical power, and required hardware to provide access to the Tyler applications in the event of a disaster or component failure.

Benefits

- Easy Budgeting. The lease is a set fee, flattening the peaks and valleys associated with the acquisition of software and services. Leasing dramatically lowers initial costs. It provides a consistent quarterly fee that can be easily budgeted for the duration of the agreement.
- No Secondary Operational Fees. No additional fees, such as maintenance and support are required.
- Expandable. Additional Tyler applications are easily added, as needed.
- IT Management Reports. Tyler supplies monthly management reports containing detailed information regarding access, usage, performance and availability for all hosted applications

Tyler Data Center

The Tyler SaaS data centers are built with no single point of hardware failure. SQL servers and our CISCO UCS equipment are setup for load balancing. Firewalls, VPN management, routers, and storage are all setup in a highly available configuration. Multiple ISPs are present with diverse paths to the Internet.

The Data Center utilizes multiple Internet Service Providers for redundancy and also has a diesel generator designed to power the entire data center for multiple days without power.

In the case of a complete failure of the primary Data Center, an off-site mirrored center located in Dallas, TX is available.

5.8 Tyler Disaster Recovery (Optional)

Disasters happen. When one strikes, having a viable recovery plan to implement makes all the difference as you work to get back on your feet. Many Tyler customers have found a simple solution to planning for the unexpected—Tyler Disaster Recovery Services.

The high cost of replication has inhibited widespread data protection and left risk of slow or failed recovery from a disaster. Most IT departments have been forced to rely on tape-based disaster recovery. Tyler Disaster Recovery Services enables a rapid return to normal business operations. This is because the data and images are recovered from high speed disk rather than being dictated by the pace of the slow tape-based recovery. Getting data and images restored quickly enables all other aspects of recovery to be complete sooner. Recovery refers to the restoration of Tyler application data.

Our dedicated disaster recovery team helps you identify critical business processes. They help you define and document recovery procedures to create an overall response plan that meets your organization's unique needs. So, when a disaster strikes, your organization—and our response team—has the right policies and procedures in place to quickly restore your data.

With your data's security our priority, your IT personnel are free to focus on other strategic initiatives and employees can focus on what's really important—meeting the needs of citizens. Using an efficient and secure "sync" process, your encrypted archive log files are transferred to our servers within minutes, without the time-consuming manual involvement of your employees.

How It Works

Utilizing our state-of-the-art Data Center, Tyler can transparently retrieve a copy of your data every night, thereby ensuring your critical users can always process work via internet or by traveling to one of two Tyler locations.

- The Disaster Recovery team helps you identify critical business processes and users, define and document recovery procedures, printing solutions, etc.
- Tyler provides disaster recovery services for your Tyler applications, including off-site backup, recovery server, alternate processing location & remote access
- A database export is transferred every night to a server in Maine using a network efficient 'sync' process that enables the transfer to be completed in minutes, even for extremely large databases
- In the event of a disaster your live database is loaded into a Tyler application environment on the Recovery Server and your critical users are setup to access that server
- You can access your Tyler Disaster Recovery Environment using an SSL (Secure Sockets Layer) VPN client from any remote location with an Internet connection, or come to one of our offices and utilize our facilities.

Backup Process

Tyler uses a utility to perform a differential transfer of the database and critical files, meaning that only the differences between one night's snapshot and the previous night's snapshot actually go over the wire. There is not a minimum bandwidth requirement. Even for sites with large databases the transfers are very small. The process typically yields a 10-1 compression ratio meaning most differential transfers only consist of a few megabytes.

Not to be confused with a traditional differential backup, in which a 'full' backup is required followed by many 'differential' backups to re-establish the data; the net result of our transfer utility is that every night a full backup is obtained. Only the differences between the current night's full backup and the previous night's full backup are transferred over the wire.

Disaster Declaration

- A disaster is an unplanned event that shuts down your system, threatening your financial standing or public image. It does not include hardware or network failures that are covered by standard service agreements, or repairs that can be made within 24 hours. Provided we have your data, we guarantee you'll be back in business within 12 business hours.
- A disaster may be declared between the hours of 8AM and 6PM, EST Monday-Friday

Post-Disaster Services

- Tyler delivers an export of your database
- Our Tyler Systems Management Department provides on-site installation services free of charge to customers with a current Tyler System Management contract. Otherwise, this is a billable service.

5.9 Tyler Systems Management Services (Optional)

Tyler Systems Management service provides operating system and database administration services, such as installations, upgrades, routine maintenance, and database tuning. These services are available to all customers on a contract basis

Tyler Systems Management staff is trained specifically for Tyler products and the range of technology standards critical to Tyler applications. We know you rely on your system data and by partnering with Tyler Systems Management Services you effectively broaden the available range of technical experts available to ensure smooth day-to-day operations. Tyler Systems Management specializes in Microsoft Operating Systems (server and workstation), SQL database engines and network configuration. Tyler Systems Management experts excel at bridging the gap between proprietary Tyler technology products and integrated third party standards.

- Cost Effective. Price is often a fraction of the cost of hiring/training in-house personnel.
- Reliability and Performance. Proactive server analysis and regular maintenance reduces downtime and ensures reliable and consistent performance.
- Better Utilize Internal Personnel. Frees your staff to focus on other higher value tasks in your organization.
- Extended Support Hours. Monday — Friday: 8:00am-9:00pm EST.
- Weekend Support for Live Upgrades. Available on the second Saturday of every month to minimize or eliminate production downtime.

Server Support

- Server tuning
- New user setup & Active Directory integration
- Printer installation & configuration
- Service pack & security patch installations
- Microsoft IIS configuration & troubleshooting

Database Software Support

- Database administration
- Software upgrade & installation assistance
- Data recovery
- Database tuning
- Database refreshes, imports and exports
- Database mirroring and high availability solutions
- PC Support
- Windows OS
- Macintosh OS
- Client installations
- Microsoft Business Intelligence Development Studio installations

Installation Services

- Free Tyler application release upgrades (e.g. Munis, Dashboard, Content Manager, Self Service, Cashiering, CAFR Statement Builder, Tyler Pulse, Tyler Reporting Services, Tyler 311)
- Free server transfers available every two years

System Maintenance

- Tyler Systems Management Check Script. With installation of the Tyler Systems Management check script we monitor vital information on your Tyler servers (disk space, database backups, server uptime and database engine availability and disk integrity via Microsoft Check Disk). If the check script detects a problem, it automatically opens a Priority 1 support call for Tyler to address.
- General System Maintenance:
 - Operating system review and maintenance (O/S patches & service packs)
 - File system cleanup
 - Database refreshes
 - Printer & user cleanup
 - Database analysis
 - Database backup verifications

Remote system administration training

- System review and analysis
- Adding printers and users
- Printing custom forms, duplex printing, tray selection
- Database refreshes
- LDAP Synchronization
- What and how-to backup critical data
- Client installation, configuration and troubleshooting

Section 6 Hardware Requirements & Services

6.1 Tyler System Specifications

Rev. 20201210

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

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

On-Premises Server Requirements

Overview

Tyler supports several server environment deployment types including bare-metal and virtualized environments, high availability configurations, and dedicated testing environments. Production and non-production application environments (e.g., train, test) are deployed to the same servers unless otherwise noted or desired by the client.

Operating system, database, and application software is included for reference only. It is the client’s responsibility to properly license all third-party software, including OS and RDBMS, and procure required infrastructure.

The following server specifications are provided as general guidance only. Clients should contact their sales representative or Tyler’s Deployment Department for approval of desired configuration prior to procurement or configuration of production infrastructure.

General Server Requirements

Component	Requirement
General Requirements	Servers / VM’s dedicated to Tyler products Microsoft Windows Certified Server (nationally recognized brand) External backup solution Gigabit Ethernet RAID storage Dedicated partitions for OS, Tyler applications, and databases
Operating System	Microsoft Windows Server 2016 or 2019 Standard or Datacenter
Database Software	Microsoft SQL Server 2016, 2017, 2019 Standard or Enterprise [1]
Additional System Software	Microsoft components including Microsoft VCSASP, Visual C++ Runtime Libraries Java Runtime Environment (JRE), Java Development Kit (JDK) [2]
Network Environment	Microsoft Active Directory [3] and DNS services
GIS Environment [4]	Esri ArcGIS for Server 10+ or ArcGIS Online

[1] SQL Server Enterprise Edition is only required for clients who wish to use advanced RDBMS functionality such as SQL AlwaysOn Availability Groups for high availability.

[2] JRE required on TCM and ExecuTime application servers only. JDK required on TCM application servers only.

[3] Microsoft ADFS or Azure AD required for on-premises clients with complex Active Directory environments such those as multiple domains, or Tyler SaaS hosted clients who wish to use their AD with supported Tyler apps. Setup and maintenance of client Active Directory, Azure AD, and/or ADFS environment is the responsibility of the client.

[4] Dedicated GIS environment is only required for use with Munis MapLink, Tyler EAM, or EnerGov. ArcGIS Online is not supported MapLink. Installation and maintenance of GIS environment is the responsibility of the client.

Hardware Requirements

Munis / Tyler EAM – Up to 15 Users, EnerGov – Up to 25 users

The following outlines server infrastructure required for a Tyler implementation sized up to 15 concurrent Munis or Tyler EAM users and 25 EnerGov users.

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB) [1]
Database, Munis / Tyler EAM Application, & Tyler Infrastructure Server	1	4	32	1250
EnerGov Application Server	1	6	24	200
EnerGov Service Server	1	6	16	200
Content Management Server	1	4	24	200
External Web Server	1	1	12	150
Total Resources	5	21	108	2000

[1] EnerGov eReview requires an additional 500GB-1TB of storage.

Munis / Tyler EAM – Up to 100 Users, EnerGov – Up to 25 Users

The following outlines server infrastructure required for a Tyler implementation sized up to 100 concurrent Munis or Tyler EAM users and 25 EnerGov users.

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB) [1]
Database, Munis / Tyler EAM Application Server	1	6	48	1500
EnerGov Application Server	1	6	24	200
EnerGov Service Server	1	6	16	200
Tyler Infrastructure Server	1	4	24	200
Content Management Server	1	4	32	200
External Web Server	1	1	12	150
Total Resources	6	21	156	2450

[1] EnerGov eReview requires an additional 500GB-1TB of storage.

Munis / Tyler EAM – Up to 250 Users, EnerGov – Up to 50 Users

The following outlines server infrastructure required for a Munis and EnerGov software implementation sized up to 250 concurrent Munis or Tyler EAM users and 50 EnerGov users.

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB) [1]
Database, Munis / Tyler EAM Application Server	1	8	64	2500
EnerGov Application Server	1	6	24	200
EnerGov Service Server	1	6	16	200
Tyler Infrastructure Server	1	4	24	200
Content Management Server	1	4	32	200
External Web Server	1	1	12	150
Total Resources	6	29	172	3450

[1] EnerGov eReview requires an additional 500GB-1TB of storage.

Munis / Tyler EAM – Up to 350 Users, EnerGov – Up to 100 Users

The following outlines server infrastructure required for a Munis and EnerGov software implementation sized up to 350 concurrent Munis or Tyler EAM users and 100 EnerGov users.

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB) [1]
Database Server	1	4	64	3000
Munis / Tyler EAM Application Server	1	4	48	300
EnerGov Application Server	1	8	32	200
EnerGov Service Server	1	6	24	200
Tyler Infrastructure Server	1	4	32	200
Tyler Search Server	1	8	16	200
Content Management Server	1	4	32	200
External Web Server	1	2	18	150
Total Resources	8	40	266	4450

[1] EnerGov eReview requires an additional 500GB-1TB of storage.

Munis / Tyler EAM – Up to 500 Users, EnerGov – Up to 100 Users

The following outlines server infrastructure required for a Tyler software implementation sized up to 500 concurrent Munis or Tyler EAM users and 100 EnerGov users. At this size, Tyler recommends separate infrastructure for non-production environments (e.g. Train, Test).

Due to the added configuration complexity at this size and larger, clients should contact their Tyler Sales Representative or Tyler's Deployment Department for further consultation.

Production Environment

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB) [1]
Database Server	1	6	64	2000
Munis / Tyler EAM Application Server [2]	2	6	64	300
EnerGov Application Server	1	8	32	200
EnerGov Search Services Server	1	6	24	200
Tyler Infrastructure Server	1	6	48	200
Tyler Search Server	1	8	16	200
Content Management Server	1	4	32	400
External Web Server	1	2	18	150
Total Resources	9	52	362	3950

[1] EnerGov eReview requires an additional 500GB-1TB of storage.

[2] Multiple application servers for the production environment require a Network Load Balancer. Requirements for each server.

Non-Production Environment

Server	# of Servers	CPU Cores	Memory (GB)	Storage (GB) [1]
Database Server	1	4	48	2000
Munis / Tyler EAM Application Server	1	4	48	300
EnerGov Application Server	1	4	8	200
EnerGov Search Services Server	1	6	16	200
Tyler Infrastructure Server	1	4	24	200
Tyler Search Server	1	8	16	200
Content Management Server	1	4	24	200
External Web Server	1	2	12	150
Total Resources	8	36	196	3450

Server Definitions

Database Server (DB)

Hosts Microsoft SQL Server for all Tyler application databases. SQL Server Reporting Services, SQL Server Analysis Services, and SQL Server Integration Services may also be installed for use with select Tyler applications.

Munis / Tyler EAM Application Server (MAS)

Hosts Munis and/or Tyler EAM application server and IIS; accessed via HTTPS. The Munis and Tyler EAM application framework should be installed on the same server as the SQL Server instance used by the applications, except when multiple application servers are used.

EnerGov Application Server (EAS)

Hosts EnerGov application server and IIS; accessed via HTTPS.

EnerGov Service Server (EGSS)

Hosts services for managing EnerGov background processes. Because of their need for resources, it is required to have these services reside on their own server so that they don't impact the use of EnerGov applications and other web server products.

Tyler Infrastructure Server (TIS)

Hosts Tyler Infrastructure server components such as Tyler Identity and Tyler Hub, and IIS. Additional Tyler applications such as Tyler Parks and Rec, and Tyler 311 may also be hosted on this server. All applications are accessed via HTTPS.

Tyler Search Server (TSS)

Hosts Elasticsearch services and database, and Tyler Search services. Only required with EnerGov deployments of 100 or more users on an as-needed basis. It is recommended that the underlying storage for the Elasticsearch database utilize SSD drives.

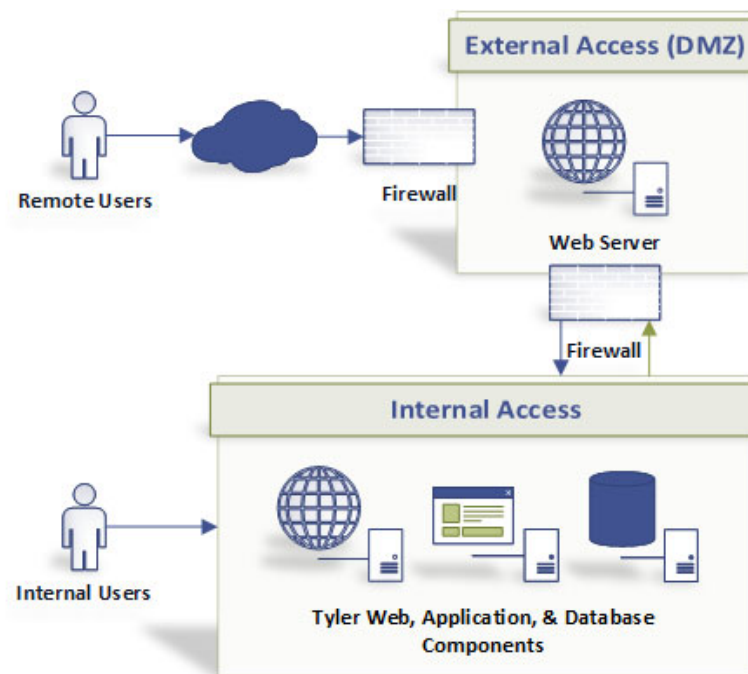
Content Management Server (CMS)

Hosts web and application framework for Tyler Content Manager, and TylerForms. Additional Tyler applications such as ExecuTime may also be hosted on this server. All applications are accessed via HTTPS.

External Web Server (EWS)

Hosts Tyler self-service applications, mobile services, and IIS; accessed via HTTPS. IIS ARR may also be configured on this server to provide external access to some internal hosted applications (e.g. ExecuTime mobile). If EnerGov IVR is purchased, a direct connection to SQL and to the outside is required. It should be placed on a web server that can allow direct access to SQL.

Configuration Diagram



Storage

Enterprise-level, redundant storage arrays using high-bandwidth iSCSI or fiber channel backend connection/s should be used for all Tyler servers. Disk input/output (I/O) performance is also important for successful deployment of Tyler applications. Tyler recommends Microsoft's SQLIO Disk Subsystem Benchmark Tool to measure disk performance and provide minimum IO to run Tyler applications.

Recommended I/O

The following average I/O measurements from a large sampling of ERP clients with good storage performance and should be used as a guideline when configuring storage subsystems.

	Random Writing	Random Reading
8K - IOPS	18000	27000
8K - MBs/sec	140	210
8K - Avg. Latency (ms)	1.3	1
128K – IOPS	6000	8000
128K - MBs/sec	450	800
128K - Avg. Latency (ms)	7	6.5

Virtualization Support

VMware vSphere and Microsoft Hyper-V are supported for virtualizing servers. It is a requirement that virtualized guests are given dedicated memory and host virtual CPUs are not over committed. VM provisioning is the responsibility of the client; Tyler Technologies does not offer any training or installation services for VMware or Microsoft Hyper-V.

High Availability

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

Tyler will work with every client to help determine the best configuration to meet their infrastructure needs, however all server configuration is the responsibility of the client.

Network Requirements

SSL Certificate Requirement

Clients must obtain an SSL certificate (2048-bit minimum) for on-premises Tyler servers from a trusted Certificate Authority (CA) such as a commercial provider (e.g. Verisign, GeoTrust, DigiCert) or client managed CA. SSL certificates are required to secure application communication by encrypting data over HTTPS. Server specific certificates (e.g. *tylerapp.yourdomain.org*) are supported, though a wildcard certificate (e.g. **.yourdomain.org*) is commonly used for multiple servers on the same domain.

External / Internet Application Access

Tyler supports most industry standard methods of providing external access to on-premises applications. These options include but are not limited to; hosting web applications in a client's DMZ, NAT port mapping, Application Request Routing (ARR) with IIS, and VPN. Deployment and network configuration of on-premises Tyler applications is dependent on the client's preference of providing this access.

Bandwidth Requirements

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

Client to Server:

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

Server to Server (on-premises only):

- 1GBps network connection

Microsoft Active Directory

Microsoft Active Directory is used and required for authentication with select on-premises hosted Tyler ERP applications. Tyler SaaS hosted clients can optionally use Active Directory authentication with select Tyler applications. Tyler provided user accounts are used with Tyler SaaS hosted applications not supported with client Active Directory or if clients opt to not use their Active Directory for authentication with supported apps.

Microsoft ADFS or Azure AD required for on-premises clients with complex Active Directory environments such those as multiple domains, or Tyler SaaS hosted clients who wish to use their AD with supported Tyler apps. Setup and maintenance of client Active Directory, Azure AD, and/or ADFS environment is the responsibility of the client.

Email Server Integration

An SMTP / IMAP email server is required for sending application notifications.

The following advanced scheduling functionality is supported with Microsoft Exchange only.

- Appointment creation on records directly from select Munis applications.
- EnerGov inspection, meeting, hearing, and task scheduling. Sites without Exchange can perform these tasks using an integrated application calendar.

End-User Requirements

Microsoft Windows Workstation Requirements

Component	Requirement [1]
Workstation	Microsoft Windows Certified PC (Nationally recognized brand)
Processor	Intel Core i3 1.8 GHz minimum; Intel Core i3 2.5 GHz+ recommended
Operating System	Windows 10 (64-bit)
Memory	6GB RAM minimum; 12GB recommended
Disk Space	500 MB
Screen Resolution	General: 1280 x 800 minimum, 1920 x 1080 recommended EnerGov: 1680 x 1050 minimum, 1920 x 1080 recommended; ePlans Review: 2560 x 1600
Productivity Software	Microsoft Office 2013, 2016, 2019 Microsoft Office 365 (requires desktop client)

[1] Meeting the minimum PC requirements will ensure the Tyler applications will operate but will not guarantee performance. All performance and benchmark testing are done with PC's that meet (or exceed) the recommended hardware configuration.

Browser Compatibility

Browser [1]	Application Support
Google Chrome	Recommended with Munis, ExecuTime, EnerGov, SIS (excluding Click-Once apps), and self-service applications.
Microsoft Edge	Supported with Munis, ExecuTime, EnerGov, SIS, and all self-service applications.
Mozilla Firefox	Supported with Munis, EnerGov, SIS, and all self-service applications.
Internet Explorer 11	Supported with self-service applications only.

[1] Tyler only actively validates the latest version.

Apple macOS Workstation Requirements

Component	Requirement [1]
Operating System	macOS 10.14 or later
Processor	Intel Core i3 1.8 GHz minimum; Intel Core i3 2.5 GHz+ recommended
Memory	6GB RAM minimum; 12GB recommended
Disk Space	500 MB
Screen Resolution	General: 1280 x 800 minimum, 1920 x 1080 recommended EnerGov: 1680 x 1050 minimum, 1920 x 1080 recommended, 2560 x 1600 for ePlans Review
Productivity Software	Microsoft Office for Mac 2016, 2019 Microsoft Office 365 (requires desktop client)

[1] Meeting the minimum PC requirements will ensure the Tyler applications will operate but will not guarantee performance. All performance and benchmark testing are done with PC's that meet (or exceed) the recommended hardware configuration.

Browser Compatibility

Browser	Application Support
Apple Safari 12	Supported with ExecuTime, Munis, EnerGov, SIS (excluding Click-Once apps), and self-service applications.
Mozilla Firefox (latest version)	Supported with EnerGov, Munis, and all self-service applications.

macOS Limitations

Some Tyler applications or select application functionality are not supported on macOS. This functionality can be obtained using alternative solutions such as RDS to a Windows environment or “Windows on Mac” virtualization solutions such as Parallels Desktop for Mac and VMware Fusion.

EnerGov

EnerGov is fully supported on macOS except for eReviews.

Munis / Tyler EAM

Munis and Tyler EAM are fully supported on macOS with the following exceptions:

- Microsoft Office for Mac does not support connections to SQL OLAP cubes. Due to this Microsoft limitation, Mac users cannot access Munis / Tyler EAM Cubes.
- Microsoft SQL Server Reporting Services reports cannot be created or modified.

Tyler Content Manager

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

Mobile Device Support

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

Application	Any Device	Android	iOS	Windows
EnerGov Inspections [†]	--	--	App	App
EnerGov Enforcement Management	--	--	App	--
Field Inspector for Munis	--	--	App	App
Field Sheet for Munis and Tyler EAM	Mobile Web	App	App	Mobile Web
Field Surveyor for Tyler EAM	--	App	App	--
Munis Application Suite	Web App	Web App	Web App	Web App
Munis Citizen & Vendor Self Service	Mobile Web	Mobile Web	Mobile Web	Mobile Web
Munis Employee Self Service	Mobile Web	App	App	Mobile Web
Munis Field Inspector	--	--	App	App
Tyler EAM Application Suite	Web App	Web App	Web App	Web App
Workflow for Munis and Tyler EAM	Email	App	App	App
Tyler 311 My311 & MyCivic	Mobile Web	App	App	Mobile Web

App: Native mobile app available for download from respective app store.

Mobile Web: Mobile optimized or responsive web site. Not all devices validated.

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

Email: Workflow for Munis and Tyler EAM can send emails with actionable links to process workflow from any device.

[†]: iOS recommended for broader feature set. Contact sales or implementation representative for more details.

Peripherals

Printers

Most application output can be printed to any printer accessible from an end-user's device. Tyler recommends laser printers for universal compatibility for all applications. Workgroup class laser printers are required for select print jobs.

Printer Type	Reports	Forms	Additional Notes
HP or HP Compatible Laser Printer	Yes	Yes	PCL 5 or above

TylerForms Output Management Printer Requirements

TylerForms merges your application data with electronic form design templates. The results can be printed to your existing network printers, regardless of where the hardware is physically located in addition to automatically emailing, faxing and archiving this output to Tyler Content Manager. TylerForms offers several libraries of form templates that are tailored to work specifically with your Tyler applications.

The following technical specifications must be met for all printers used with TylerForms Output Management.

- PCL 5e/6 Personality or Language Installed
- Automatic duplexing included and enabled
- Minimum memory - 1024MB
- Minimum of 80 internal TrueType scalable fonts
- Minimum of 2 full input trays (manual feed tray not usable)
- Accommodates letter and legal-size paper stock
- Printers must have the latest firmware updates installed

Check Printers

The following technical specifications must also be met for check printing with TylerForms Output Management.

- HP brand black/white laser jet networked printer with static IP address
- High speed USB port
- 80 HP font set
- MICR toner cartridge

Note: Tyler does not support HP printers that have been modified with TROY brand or any other 3rd party MICR security features for check printing.

Other (Non-Check) TylerForms Printers

Some non-check form designs require duplexing capabilities.

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

Scanners

Tyler Content Manager (TCM) supports two methods of batch scanning documents. Documents can be scanned to a file system (e.g., network share), then batch imported into TCM. Any scanner capable of scanning from a file system can be used with this method.

TCM also supports direct scanning using a scanner attached to a workstation. This method should be supported with most TWAIN compliant scanner. Tyler has certified the following scanners for full functionality.

Scanner Brand	Scanner Model	
Canon	P-215II	DR-G2110
	DR-C225	DR-G1100
	DR-230	DR-G2140
	DR-C240	DR-G2090
	DR-M260	DR-G1130
	DR-M160ii	
Fujitsu	7030	6670
	7160	6770
	7260	6800
	7180	5950
	7280	
Konica Minolta	Bizhub C658	
Panasonic	KV-S1015C	KV-S2087
	KV-S1026C	KV-S5046H
	KV-S1027C	KV-S5076H
	KV-S1057C*	KV-S7075C
	KV-N1028X	KV-S7097
	KV-N1058X	

* macOS compatible

Barcode Label Printer for Invoice Batch Scanning

Batch Invoicing using TCM requires a desktop bar code label printer for each workstation that enters invoices. At the time of invoice entry, a placeholder document is created in TCM and the printer prints a barcode label that's affixed to each invoice. When batch scanning / importing to TCM, the barcode is used to automatically link the invoice to the respective application record.

Any label printer capable of printing multi-page PDF images is supported.

Ref: EG, MU

Section 7 Implementation

7.1 Implementation Methodology

Tyler's implementation process demonstrates our long-term commitment to our clients, with a methodology tailored specifically to the public sector. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 10,000 public sector implementation projects. Tyler's methodology is based on three vital foundations:

- Industry experience
- A globally recognized project management approach
- In-house expertise

Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs.



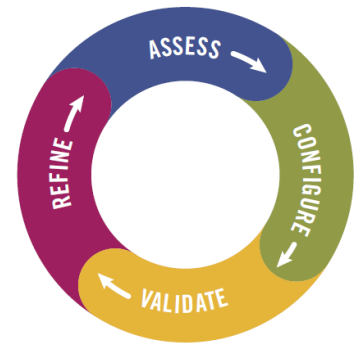
The methodology adapts to both single-phase and multiple-phase projects. To achieve Project success, it is imperative that both the Village and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Village and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Village business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

The delivery approach is systematic, which reduces variability and mitigates risks to ensure project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

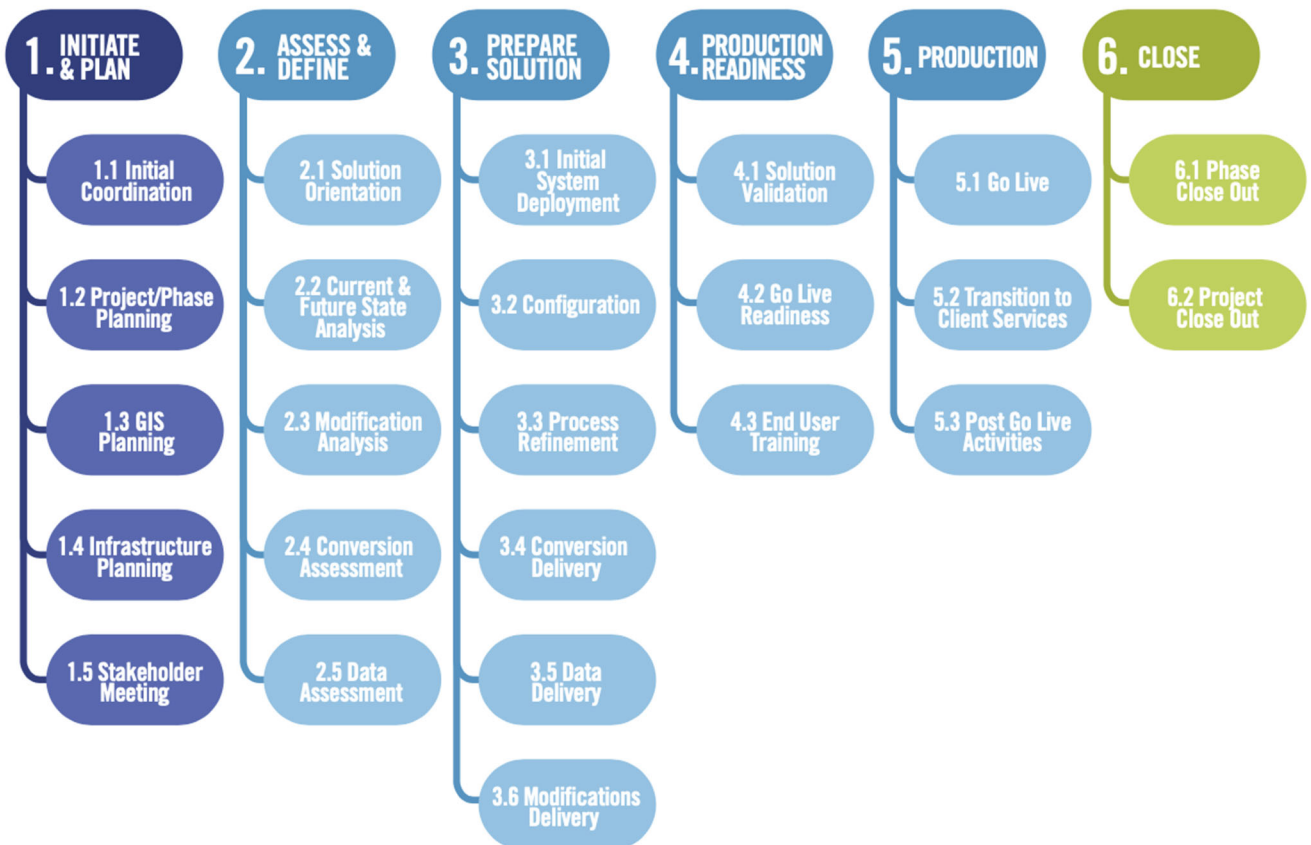
7.1.1 Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a project or phase broken down into smaller, more manageable components. The top-level components are called “stages” and the second level components are called “work packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed project schedule, developed during project/phase planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “control point”, confirming the work performed during that stage of the Project has been accepted by the Village.

Iterative Project Model



Work Breakdown Structure (WBS)



7.3 Project Management

Our approach to project governance has been continuously improved during Tyler's more than 35+ years of experience implementing software exclusively with public sector clients. No one knows the system better than Tyler staff. That's exactly why we don't contract third parties to do our implementation for us. We do it best. Project managers will be assigned to each phase of your project in order to staff the project with subject matter experts during each part of the project. Our staff consists of seasoned professionals with unique and proprietary skills and years of experience, focused into dedicated departments.

7.3.1 Project Communication

Tyler understands the importance of having current, accurate, easily accessible during an implementation project. As part of implementation, each new Tyler client will be provided a project portal. The purpose of this site is to furnish the project teams with a central location to plan, store and access pertinent documentation and information relating to your Implementation project.

This site will be jointly maintained by the project teams for the duration of the implementation. Once the client has gone live, the portal will be maintained by Tyler's client services team for the first year of live processing.

7.3.2 Management and Scope

The Tyler project manager (PM) and implementation teams will communicate regularly with your project team. All implementation deliverables generate reports which contain detailed assessments of task completion, staff participation and material absorption. The Tyler PM(s) will evaluate and measure the report results, communicating the gaps and adjusting the plan accordingly. Should issues arise during the project, there are several escalation paths that can be used laid out in the communication plan.

7.4 Project Planning

Project Planning is an important piece of any implementation. Tyler takes a custom approach to every project we lead. The project schedule is developed collaboratively with both project teams in order to meet your needs, while keeping in mind Tyler's guidelines for implementation. Periodic project meetings will be scheduled where changes in scope, project length, or cost will be reviewed.

Tyler is open to discussing the project schedule in more detail and working out a mutually agreed upon plan that considers all project risks, requests, and resource constraints.

Tyler recommends a phased implementation approach, staggering start, and live dates for each phase of the project. Live dates will be targets but should not place unnecessary constraints on the project. The following schedule takes into consideration the Village goals and Tyler's recommended approach, and assumes the product will be used as is, without additional go-live customizations.

7.4.1 Proposed Project Phases

Proprietary and Confidential – Subject to Restrictions on Disclosure

Phase	Module	Duration in Months	Project Plan in Months																				
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1	Financials	10	★																				
2	Human Capital Management	9	★																				
3	Utility Billing	12	★																				
4	EnerGov	12	★																				

7.5 Tyler Training Plan

Everyone's learning style is different. That's why Tyler offers several training formats to accommodate our diverse clients' needs. Training by Tyler staff provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data.

A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to:

- Communicate the process to stakeholders and functional leaders
- Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.)
- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the plan has been successfully followed

Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience.

7.5.1 Scheduling and Attendance

Tyler prefers a classroom and curriculum approach for training to ensure knowledge transfer, comprehension, and retention. A successful user training session is in a classroom environment with a computer for each user, whiteboard, printer in the room or nearby, and one computer connected to a projector.

Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system.

7.5.2 Responsibilities

Tyler knows the value of being prepared for the use of our software in production. Our goal is to partner with you and lend our expertise based on experience, in order to allow your resources to be successful at go-live.



Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary.

7.5.3 Training Documentation

Tyler maintains a complete set of documentation that is available to all users through Client Resources. Client Resources provides users with a single, easily accessible location to find all existing documentation on Tyler products and other widely used technology products. Included are procedure documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas, training exercises and much more. Clients also can download documentation into Microsoft Word format to edit to match internal policies and procedures.

7.5.4 Ongoing Training

Tyler conducts complete training during your software implementation; however, we know that ongoing training is important to learn about and implement future functionality, train new users, and refresh the knowledge of existing users. Tyler's implementation department can be contracted to provide additional training at any time. This is often done by clients who are upgrading, who would like assistance in adopting new features and processes.

Tyler offers many additional tools and services designed to assist to maintain resource knowledge and train new users. Tyler Technical Support provides the opportunity to get specific questions answered and to understand the impact of changes on the system. The Client Resources page provides documentation on all aspects including technical installation guides, how to documents, release notes for new versions of the

system, and process documentation. Tyler also offers a variety of ways for our clients to interact and collaborate including Tyler Community, local user groups and an annual user conference.

7.5.4.1 Online Education Classes

At Tyler Technologies, we know high-quality training means a satisfied client. We are committed to offering a variety of training and continuing education opportunities to meet your needs.

From beginner to advanced, we have the classes you want with tips and tricks, in-depth product training and key information to help you better serve your citizens. All classes are taught live, by Tyler staff, via GoToWebinar, from one hour to half-day sessions and never two at a time. A full listing of classes offered for each solution is kept up to date on Tyler Community for easy reference.

Online Education Webinars

Upcoming and Recorded Sessions

Register for an upcoming training on the [Munis Online Webinar Calendar](#) | [Webinar Registration Instructions](#)

Upcoming Sessions

General Webinars	Date
Still Connected: Free Munis Virtual Classes	2020
Still Connected: Access Empowering Classes On Demand	2020
2020 Munis Client Webinar Series	2020

7.5.4.2 TylerU

Tyler incorporates computer-based training into our Training and Knowledge Transfer. TylerU (University) delivers prerequisite and baseline information to all project participants. This approach allows Tyler's implementation consultants to focus on more complex subjects and to focus on ensuring that all participants are moving along at the same pace. Tyler U is included for all clients at no additional charge.

Tyler U is a supplement to Tyler's preferred teaching method of in-person classroom training. They are not meant to replace any portion of the training that is conducted by Tyler's resources.

7.5.5 User Group Meetings

Tyler clients benefit from networking and peer-to-peer collaboration through local user groups. Most user groups are run by clients, who set the meeting agenda, location, and frequency, assign topics, and involve the Tyler resources they need. In large states, there may be several user groups or different sessions planned.

Tyler provides staff to demonstrate new functionality and assist with materials and collateral. During the sessions, Tyler representatives collect important feedback and report back to product managers. Many clients form lasting connections with other users within these groups and help to make each other better users.

7.5.6 Annual Conference

Each year Tyler hosts an annual user conference, which brings together staff and clients from across all Tyler products. Tyler has appropriately named our conference Connect, and each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the

maximum use of their Tyler software. Clients can learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients.

Tyler was able to quickly pivot in the spring of 2020, with the global pandemic, to move all our classes virtually. As of this year, Tyler has over 4700 registrants and over 600 classes being offered on our virtual platform for our annual conference.

Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs.

7.6 Solution Validation

Making sure your new system works the way you need it to be is paramount to the success of the implementation. Tyler's quality management and validation plan addresses both the project and the product, while ensuring project objectives are met. The project teams validate the solution throughout the life of the project to expose issues that would normally only be revealed in a production environment. A comprehensive validation plan is set in place and may include system infrastructure audits, conversions, and modification delivery.

A controlled environment is created for high-level product modification validation, import and export interface, functional flow, and reliability.

The goal of validation is for end users to gain extensive product experience, develop a high level of confidence in Tyler's products, and understand their specific functions within the solution.

Expected benefits from the completion of validation also include:

- The infrastructure of hardware and network design is thoroughly vetted
- Modifications are delivered and fully integrated into the solution
- A managed issues list is fully quantified

Issue tracking, resolution accountability, and completed issue resolution are necessary in a successfully completed project. The validation phase is a shared responsibility and must be recognized as such.

7.7 Data Conversion

The data conversion process can be the most time-critical element of your project plan. Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our data experts conduct hundreds of data conversions every year mapping legacy data through custom written programs.

The purpose of this task is to transition the Village's data from your source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).



With guidance from Tyler, the Village will review specific data elements within the system and identify and/or report discrepancies. Iteratively, Tyler will collaborate with the Village to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s).

7.7.1 Data Conversion Standards & Responsibilities

While Tyler’s data experts have extensive experience with data mining, conversion, and migration, it is your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, to make data validation efforts seamless resulting in a high-quality migration.

7.8 Tyler Technical Support

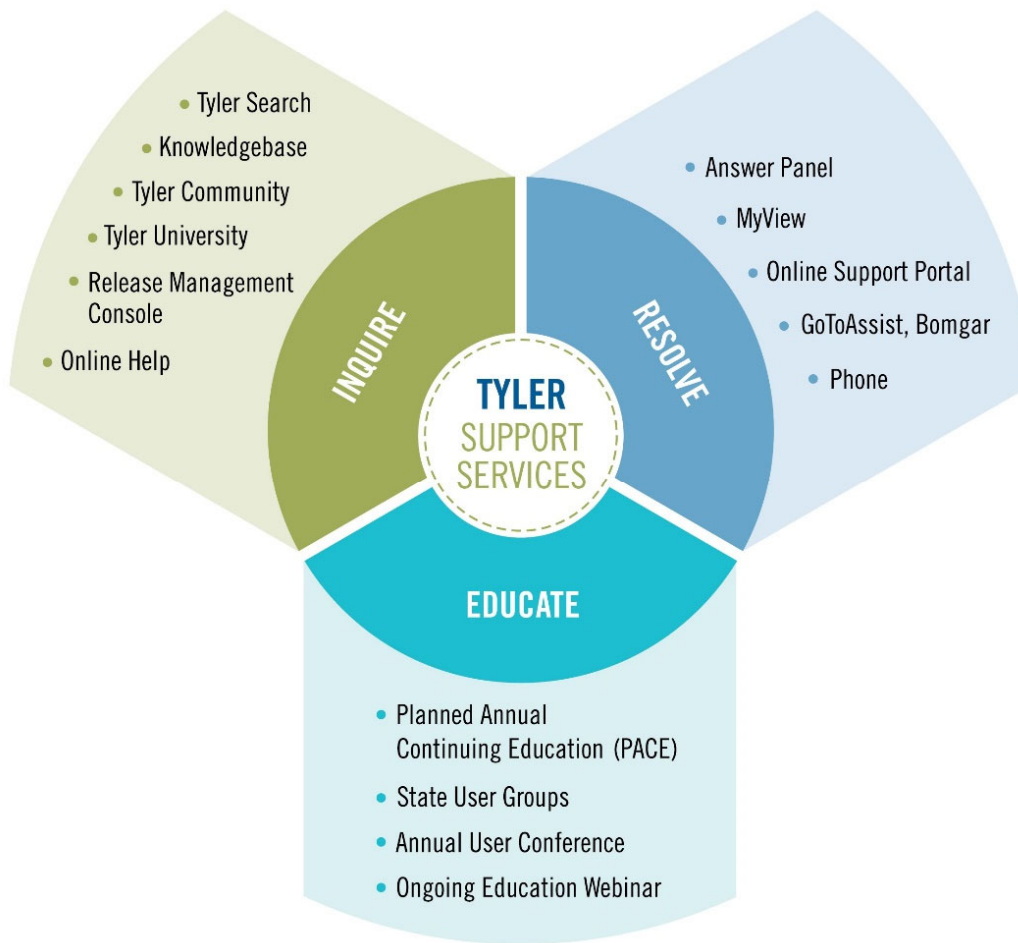
Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts.

Transparency is important, that’s why every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler’s support portal.

Tyler provides online and continuing education resources for our clients, including but not limited to the following resources.

- **Tyler Search** – an online query tool that provides answers for your questions by culling through all Tyler’s online resources using Knowledge Centered Service
- **Tyler Knowledgebase**- a documentation library in a single, easily accessible location
- **Tyler Community** – Tyler’s online forum available 24/7
- **Tyler University**- Tyler’s e-learning solution to enhance support and training of your employees using your data
- **Tyler Release Management Console**- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues

- **Online Help**- context sensitive field help and procedural information to assist your team in completing program tasks
- **Answer Panel**- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information.
- **MyView**- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal.
- **Online Support Portal**- log or manage incidents and attach documentation and screenshots
- **GoToAssist & Bomgar**- remote assistance from Support used to connect to your desktop
- **Phone**- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed
- **State User Groups** – forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products
- **Annual Conference** – Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year



7.8.1 Focused by Application

Regardless of how your team contact us, we are here to help. Tyler Technical Support is divided into application specific teams to enable product specialization and provide timely resolution of support incidents. This application specific approach allows our Technical Support Representatives to focus on a small group of applications offering a high level of product expertise to our clients. Customer support's goal is to return all requests for Support within one business hour.

SUPPORT TEAM	STANDARD DAYS	STANDARD HOURS
Munis Financials	Monday – Friday	8:00 AM – 9:00 PM EST
Munis Payroll/HR	Monday – Friday	8:00 AM – 9:00 PM EST
Federal and State Reporting	Monday – Friday	8:00 AM – 6:00 PM EST
Munis Other Revenue & Collections	Monday – Friday	8:00 AM – 6:00 PM EST
Munis Tax Billing & Collections	Monday – Friday	8:00 AM – 6:00 PM EST
Munis Utility Billing & Collections	Monday – Friday	8:00 AM – 8:00 PM EST
Tyler Forms, Content Manager & Reporting Services	Monday – Friday	8:00 AM – 9:00 PM EST
Tyler Systems Management*	Monday – Friday	8:00 AM – 9:00 PM EST
Tyler Systems Management SaaS**	Monday – Friday	8:00 AM – 6:00 PM EST
Support resources are available 8:00 AM – 5:00 PM across four standard time zones (EST, CST, MST, and PST) and staffing is consistent to support the volume of cases throughout the business day.		

*Tyler Systems Management is available one Saturday per month for upgrades.

**on call service after hours

7.8.2 Incident Tracking

Tyler records all your contacts and incidents in a customer relationship management system. This system tracks the history of each incident, including the contact, time, priority level, case description, correspondence, attached files, support recommendations, your feedback, and the resolution. The priority is assigned to each case as it is logged based upon the initial information provided and can be modified.

PRIORITY	DESCRIPTION	RESOLUTION
CRITICAL	Issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or the loss of multiple essential system functions for all users.	1 day or less
HIGH	A high priority issue is one where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data. Your system is operational, but an essential piece of functionality is not working.	10 days or less
MEDIUM	Issue is non-severe.	30 days or less
NON-CRITICAL	Issue is a lower priority and you will work with Support as time permits.	60 days or less

7.8.3 Response Times

Tyler's client services team does their best to assist customers and resolve cases as quickly as possible. Tyler does not guarantee our response time; however, client supports' goal is to return all calls within one business hour.

Our response times for the past year were a minimum response of zero minutes, a maximum response time of 24 hours (i.e., next business day). Our average response time was 69 minutes, and our median response time was 15 minutes.

7.8.4 Software Updates & Maintenance

Tyler deploys industry leading technology and features that are continually enhanced through a process of perpetual upgrades as part of our Evergreen Philosophy. This includes a continuous stream of significant, yet manageable updates deployed over the life of the application with minimal disruption to our clients.

Tyler application upgrades are released quarterly. Software corrections, known as cumulative updates, are made available for download between quarterly releases. All releases are cumulative allowing clients to upgrade to the latest application version directly.

Section 8 Terms & Conditions

8.1 Exceptions to the RFP

Village of Germantown, Wisconsin ("Client")

Request for Proposal: Integrated Municipal Finance Software System

Tyler Statement Regarding Exceptions to the Aforementioned Procurement Document(s)

Tyler's Proposal is based on the delivery of the requested software and services according to Tyler's standard implementation methodology and Tyler's standard contract(s). That methodology, and that contract(s), have been refined and enhanced over Tyler's many years of operation in the public sector information technology market. ***Tyler's submission of its Proposal does not constitute a waiver of Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties.*** Tyler shall be obligated to provide products and services only upon execution, and under and according to the terms and conditions, of the mutually negotiated contract between Tyler and the Client.

Tyler will consider its implementation methodology and its contract(s) to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler's standard contract(s) are included for your reference. To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation.

Tyler has also provided its Evidence of Insurance certificate and its source code escrow agreement with Iron Mountain (to the extent you desire to escrow the Tyler source code under a perpetual license agreement). Tyler's insurance program and source code escrow arrangements are established at a corporate level and are not subject to change on an individual customer basis.

Tyler is providing representative "exceptions" to standard procurement terms and conditions for your review. This representative list does not negate any of the expectations Tyler has stated above.

- Insurance: During the course of performing services under an agreement with the Client, we will agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000.
- Ownership: We do not agree to work for hire provisions. Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.
- Public Disclosure: We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws.
- Pricing: Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. If required, we will provide a not-to-exceed quote once the scope of services has been finalized. Unless noted otherwise, our services rates do not include travel expenses, which are separately estimated and are payable in accordance with our then-current Business Travel Policy. Unless expressly indicated otherwise, the fees we have quoted do not include any taxes.

- Compliance with RFP: Tyler's Proposal is in compliance and subject to the RFP terms, except as modified by, taken exception to, and as otherwise provided in Tyler's proposal.

8.2 Sample License Agreement / SaaS

Please reference the sample license agreement on the following pages.



SOFTWARE AS A SERVICE AGREEMENT¹

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services 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 Software as a 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 **INSERT CLIENT NAME**.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"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.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"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 by which both your and our authorized representatives have signed 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.

¹ **HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.**

- **“Investment Summary”** means the agreed upon cost proposal for the 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.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party 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 Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In

either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan/ the Statement of Work. 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. Those amounts are payable in accordance with our Invoicing and Payment Policy. 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. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. 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 from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, 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. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you 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; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

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

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-

current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – 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. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access 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. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, 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 SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is **three (3)** years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final

judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL**

TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt

certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. 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. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent

permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

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.

INSERT CLIENT NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

INSERT CLIENT NAME
CLIENT ADDRESS
ADDRESS
Attention: _____



Exhibit A

Investment Summary

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

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B

Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.²
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.³
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the

² IF IMPLEMENTATION SERVICES, ETC. ARE QUOTED AS PART OF SAAS FEES, REPLACE THIS TEXT WITH: "IMPLEMENTATION AND CONVERSION SERVICES ARE QUOTED AS PART OF YOUR SAAS FEES, AND WILL BE INVOICED AS SET FORTH ABOVE."

³ REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.

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. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

- 3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you. Unused minutes and message expire at the end of the applicable annual term.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.⁴

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

⁴ USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.

AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler 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 (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

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

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) 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; except for employees traveling to Alaska and internationally (excluding Canada), 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.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. 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.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

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.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, Denial of Service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

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

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

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

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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



Exhibit D
End User License Agreement⁵

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⁵ INCLUDE ONLY WHERE TYLERFORMS ARE PART OF LICENSED MODULES.

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DocOrigin

SOFTWARE LICENSE

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- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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

4. INTELLECTUAL PROPERTY RIGHTS.

This EULA does not grant you any rights in connection with any trademarks or service marks of Eclipse Corporation or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Eclipse Corporation or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

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

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

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit E
Statement of Work

Statement of Work, if applicable, to be inserted prior to Agreement execution.

8.3 Sample License Agreement / On-Premises

Please reference the sample license agreement on the following pages.



LICENSE AND SERVICES AGREEMENT¹

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 [INSERT CLIENT NAME].
- **“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 by which both your and our authorized representatives have signed 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.
- **“Statement of Work”** means the industry standard implementation plan describing how our

¹ HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party 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 Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. With respect to the “Energov” labeled modules, such use shall be limited to the number of Defined Named Users, as defined herein. 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 do not comply with the terms of this Agreement. To the extent Client purchases MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth at Exhibit D, Schedule ___

1.2 Without limiting the terms of Section 1.1, you understand and agree that the Postal Xpress, Transparency Portal and Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.

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

1.4 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.

- 1.5 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.
 - 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
 - 1.8 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 applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
 4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. 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. Those amounts are payable in accordance with our Invoicing and Payment Policy. 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. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, **and the Statement of Work describes**, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. 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 from the date of the quote.
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. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, 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 fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of

termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

- 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. 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.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the

right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR**

CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. 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. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

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

Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

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

22. Performance Bond. Tyler will secure a performance bond ("Bond") agreeable to both parties within ten (10) business days after execution of this Agreement in the face amount of \$[X]. The cost of the Bond, equal to \$[Y], is based on the total contract dollar amount of this Agreement for an initial term of twenty-four (24) months and is payable in accordance with the terms set forth in Exhibit B. Client acknowledges and agrees that it will be responsible for any increase in Bond premiums during the first two years of the Agreement caused by Client's election to increase the Agreement and Bond dollar amount. In the event that implementation activities are not complete after the expiration of the initial twenty-four (24) month term, Client may elect to renew or extend the term of the performance bond, and Client shall be solely responsible for providing us with notice and for any additional bond premiums. All bond renewals shall be subject to underwriting or surety approval.

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

Exhibit A	Investment Summary
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 Terms
Exhibit E	Statement of Work

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.

[INSERT CLIENT NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

Address for Notices:

[INSERT CLIENT NAME]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT ADDRESS]



Attention: Chief Legal Officer

Attention: _____



Exhibit A

Investment Summary

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

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B

Invoicing and Payment Policy

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

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

1. Tyler Software.

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

1.2 *Subscription Fees:* Your initial subscription fees for Postal Xpress, Tyler Transparency and Tyler Notify are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

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

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted

data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the 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. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

Change Management Services: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees. [Include as applicable]

3.1 *Systems Management*: Systems Management Services are invoiced on the Available Download Date and are provided in accordance with the Agreement for Tyler Systems Management attached to this Agreement as Exhibit _____. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will be provided in accordance with the terms of our then-current Disaster Recovery Agreement and will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Our current Disaster Recovery Agreement is attached to this Agreement as Exhibit _____.

- 3.3 *Payroll Tax Table Update Fee*: The first year Payroll Tax Table Update Fee for the one-year period commencing on the Available Download Date is waived. Subsequent annual Payroll Tax Table Update fees will be due on the anniversary of the Available Download Date. Annual Payroll Tax Table Update services will renew automatically for additional one-year terms at our then-current Annual Payroll Tax Table Update service fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 3.4 *Performance Bond*: We will invoice you the fees for the performance bond, set forth in the Investment Summary, within ten (10) days of the Effective Date.
- 3.5 *Brazos Hosting Fees*: Hosting fees for the Brazos software are invoiced annually in advance, beginning on the Effective Date. Year 1 fees are at the rates set forth in the Investment Summary. Subsequent annual fees will be at our then-current rates.
4. Third Party Products.
- 4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 4.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 4.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248

Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler 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 (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

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

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) 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; except for employees traveling to Alaska and internationally (excluding Canada), 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.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. 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.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

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.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

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

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

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

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



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

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

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

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

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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



Exhibit D

DocOrigin End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation)** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

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- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
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6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit D

MyGovPay/VirtualPay and IVR

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

(a) Special MyGovPay/VirtualPay Definitions.

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

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

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

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

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

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

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

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

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

USE FEES TABLE FOLLOWS ON NEXT PAGE

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

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

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

EnerGov's VirtualPay (retail card present)

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

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

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

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



Exhibit E

Statement of Work

TO BE INSERTED

8.4 Master Escrow Agreement

Please reference the master escrow agreement on the following pages.

EFFECTIVE DATE: Sept. 29, 2008

MASTER DEPOSIT ACCOUNT NUMBER: 34953

THREE-PARTY MASTER DEPOSITOR **ESCROW SERVICE AGREEMENT**

1. Introduction.

This Three-Party Master Depositor Escrow Service Agreement (the "Agreement") is entered into by and between Tyler Technologies, Inc., ("Depositor"), and by any additional party enrolling as a "Beneficiary" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term "services" in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to the Beneficiary ("License Agreement"), and the Parties intend this Agreement to be considered as supplementary to the License Agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations.

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations.

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such

Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor and Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables, prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by Depositor, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material.
- (g) Iron Mountain will return the Deposit Material to Depositor upon termination of this Agreement. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

5. Payment.

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within forty-five (45) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. Iron Mountain shall not increase Service Fees by more than eight percent (8%) per year. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate reasonably acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any undisputed Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms (each a "Renewal Term") and continue in full force and effect until one of the following events occur: (i) Depositor provides Iron Mountain with sixty (60) days' prior written notice of its intent to cancel this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of their intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides one hundred eighty (180) days prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. During this notice period, Iron Mountain's Service Fees shall be paid by the Paying Party. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within forty-five (45) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement (except to those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. General Indemnity.

Subject to Section 10 and 11, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.
- (b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.
- (d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

9. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF

INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN THEFT; OR (IV) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

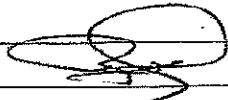
- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform Services.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person(s)" who shall be identified in the Authorized Person(s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or written instruction. The Authorized Person(s) for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement.
- (f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be

unreasonably withheld or delayed, provided, however, Depositor may, without the prior written consent of Iron Mountain, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of the Depositor's assets. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties. No assignment of this Agreement by Iron Mountain or any rights or obligation of Iron Mountain under this Agreement is permitted without the written consent of Depositor, which shall not be unreasonably withheld or delayed, provided, however, that Depositor's consent shall not be required for any assignment of this Agreement to an Iron Mountain subsidiary or other Iron Mountain entity.

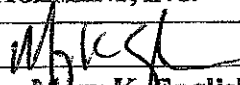
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.
- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties in dispute shall submit briefs of no more than ten (10) pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Texas law. Unless otherwise agreed by the Parties, with agreement by Iron Mountain not to be unreasonably withheld, arbitration will take place in Dallas, Texas, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) Regulations. All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) No Third Party Rights. This Agreement is made solely for the benefits of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

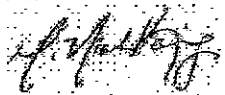
- (t) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

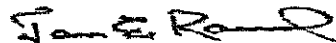
DEPOSITOR: TYLER TECHNOLOGIES, INC.

SIGNATURE:	
PRINT NAME:	Richard E. Peterson, Jr.
TITLE:	President - FMS Division
DATE:	September 25, 2008
EMAIL ADDRESS	

**IRON MOUNTAIN INTELLECTUAL
PROPERTY MANAGEMENT, INC.**

SIGNATURE:	
PRINT NAME:	Mary K. English
TITLE:	Director of Operations
DATE:	9/29/08
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

Approved as to Operational Content: Iron Mountain Operations  I. Nicole King, Contracts Specialist Date: September 19, 2008
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Approved as to Form and Content: Iron Mountain Legal Department  James E. Raymond, Contracts Specialist Date: Sept. 8, 2008

NOTE: AUTHORIZED PERSONS/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Stacey M. Gerard
TITLE:	Contracts Manager
EMAIL ADDRESS	stacey.gerard@tylertech.com
STREET ADDRESS	370 US Route 1
PROVINCE/CITY/STATE	Falmouth, ME
POSTAL/ZIP CODE	04105
PHONE NUMBER	800-772-2260
FAX NUMBER	207-781-2459

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Lisa Carpenter
TITLE:	Senior A/P Specialist
EMAIL ADDRESS	lisa.carpenter@tylertech.com
STREET ADDRESS	370 US Route 1
PROVINCE/CITY/STATE	Falmouth, ME
POSTAL/ZIP CODE	04105
PHONE NUMBER	800-772-2260
FAX NUMBER	207-781-2459

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

MUST BE COMPLETED
EXHIBIT A - Escrow Service Work Request - Deposit Account Number:
34953

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE- TIME FEES	ANNUAL FEES	PAYING PARTY Check to identify Paying Party
☒ Setup Fee ☒ Deposit Account Fee, including Escrow Management Center Access ☒ Beneficiary Fee including Escrow Management Center Access	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below. Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee may apply. Iron Mountain will fulfill a Work Request to add a Beneficiary to any number of escrow deposit accounts under this Agreement and manage access rights associated with the account(s), where possible. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.	\$1,912.50	\$1,000 \$700	☐ Depositor - OR - ☐ Beneficiary ☐ Depositor - OR ☐ Beneficiary ☐ Depositor - OR ☐ Beneficiary
☐ Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	☐ Depositor - OR - ☐ Beneficiary
☐ Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.		\$700	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	☐ Depositor - OR - ☐ Beneficiary
☐ Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by SFTP.	\$2,500	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	☐ Depositor - OR - ☐ Beneficiary
☐ Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	\$500	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$500	N/A	☐ Depositor - OR - ☐ Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

*15% Setup Fee discount applies to the first year only.

EXHIBIT B

DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: _____ DEPOSIT ACCOUNT NUMBER: 34953

DEPOSIT NAME _____ AND DEPOSIT VERSION _____

(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
☐ CD-ROM / DVD		☐ 3.5" Floppy Disk	
☐ DLT Tape		☐ Documentation	
☐ DAT Tape		☐ Hard Drive / CPU	
		☐ Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
☐ Internet File Transfer			
☐ Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

☐ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	☐ Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.

Attn: Vault Administration

2100 Norcross Parkway, Suite 150

Norcross, GA 30071

Telephone: 800-875-5669

Facsimile: 770-239-9201

FOR IRON MOUNTAIN USE ONLY (NOTED DISCREPANCIES ONLY VISUAL INSPECTION)	

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: 34953

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. **Release Conditions.** Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):
 - (i) Depositor's failure to cure a material breach of the License Agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
 - (ii) Joint written instructions from Depositor and Beneficiary; or
 - (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. **Release Work Request.** A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. **Contrary Instructions.** From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. **Release of Deposit Material.** If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to that particular Beneficiary only. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. **Termination of Agreement.** This Agreement will terminate upon the release of Deposit Material held by Iron Mountain with regards to that particular Beneficiary only.
6. **Right to Use Following Release.** Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: 34953

Auxiliary Account Number _____

_____, ("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<u>ipmclientservices@ironmountain.com</u>

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, Beneficiaries may exercise their right to perform verification Services. This is a Service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of Deposit Materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the Deposit Material requirements and to quote Fees associated with verification Services, a completed deposit questionnaire is requested. It is the responsibility of the Depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the Beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of verification@ironmountain.com

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at 978-667-3601 ext. 100 or by e-mail at <mailto:verification@ironmountain.com>

PREFERRED BENEFICIARY ACCEPTANCE FORM

Depositor, Preferred Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("IMIPM"), hereby acknowledge that _____ is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective _____, 20____ with IMIPM as the escrow agent and _____ as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement.

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE- TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
☒ Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement		\$1500	☐ Depositor - OR - ☐ Beneficiary
☐ Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	☐ Depositor - OR - ☐ Beneficiary
☐ File List Test	Iron Mountain will fulfill a Work Request to perform a File List Test, which includes analyzing deposit media readability, file listing, creation of file classification table, virus scan, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by FTP.	\$2,500	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third- party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	☐ Depositor - OR - ☐ Beneficiary
☐ Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	☐ Depositor ☐ Beneficiary

Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Account Name

Deposit Account Number

Notices and communications to Preferred
Beneficiary should be addressed to:

Invoices should be addressed to:

Company Name: _____

Address: _____

Designated Contact: _____

Telephone: _____

Contact: _____

Facsimile:_____

E-mail: _____

P.O.#, if required:_____

Preferred Beneficiary

Depositor

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name:_____

Title:_____

Date:_____

IMIPM

By: _____

Name:_____

Title: _____

Date: _____

8.5 Corporate Resolution

Please reference the corporate resolution on the following pages.

**CERTIFICATE OF SECRETARY OF
TYLER TECHNOLOGIES, INC.**

The undersigned, being the duly elected and qualified Secretary of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), hereby certifies on behalf of Tyler that:

1. Attached hereto is a true, correct and complete copy of resolutions duly adopted by the Executive Committee of the Board of Directors of Tyler.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary on behalf of Tyler as of September 1, 2019.

TYLER TECHNOLOGIES, INC.
a Delaware corporation

By:  _____
Name: Abigail M. Diaz
Title: Secretary

**RESOLUTIONS OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF
TYLER TECHNOLOGIES, INC.**

WHEREAS, the Executive Committee of the Board of Directors of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), deems it to be in the best interests of the Enterprise Group (the "Tyler Division") to authorize certain individuals to enter into contracts and other legally binding obligations or representations on behalf of the Tyler Division and Tyler;

RESOLVED, that, in addition to Tyler's corporate officers, the following persons are hereby authorized to enter into contract(s) and make other legally binding obligations or representations on behalf of the Tyler Division and of Tyler (including, without limitation, contract(s) for the license, lease, sale and provision of Tyler goods and services) without regard to the dollar value of such contract(s), and limited only by the product line(s) listed below, if any such limitation is given:

Andy Teed

Chris Hepburn

Chris Webster – ERP

Dane Womble – Local Government

Janet Joiner – Local Government

Roger Routh - New World ERP

Peter Stubbs – EnerGov

Ted Thien – Versatrans

Greg Fogarty – Versatrans

Julie Smithson - Versatrans

Nick Botonis – Tyler SIS

David Grossman – Tyler SIS

Kurt Miyatake – Schoolmaster

Rick Simonds – Sage

RESOLVED, that the foregoing authorization will automatically terminate with respect to each named person on such date is no longer employed by Tyler;

RESOLVED, that each officer of Tyler is hereby authorized and directed, in the name and on behalf of Tyler, to do or cause to be done any and all things, and to execute, deliver and file all such other agreements, amendments, instruments, certificates, waivers, documents, and papers that any of them deem necessary or advisable to carry into effect the purposes and intent of the foregoing resolutions and to consummate the transactions contemplated thereby.

Village of Germantown

SOW from Tyler Technologies, Inc.

10/27/2021

Presented to:
Steven Kreklow, Village Administrator
N112 W17001 Mequon Road
Germantown, WI 53022

Contact:
Pete Thibideau
Email: Pete.Thibideau@TylerTech.com
One Tyler Drive, Yarmouth, ME 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Village of Germantown (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- xxx
- xxx
- xxx
- xxx

1.3 Methodology

This is accomplished by the Village of Germantown and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Village of Germantown’s complexity and organizational needs.

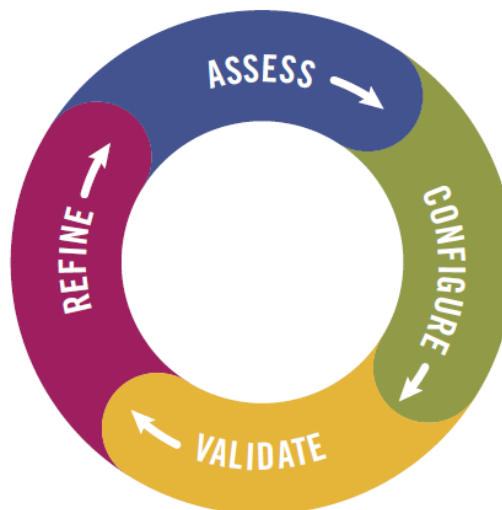


Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



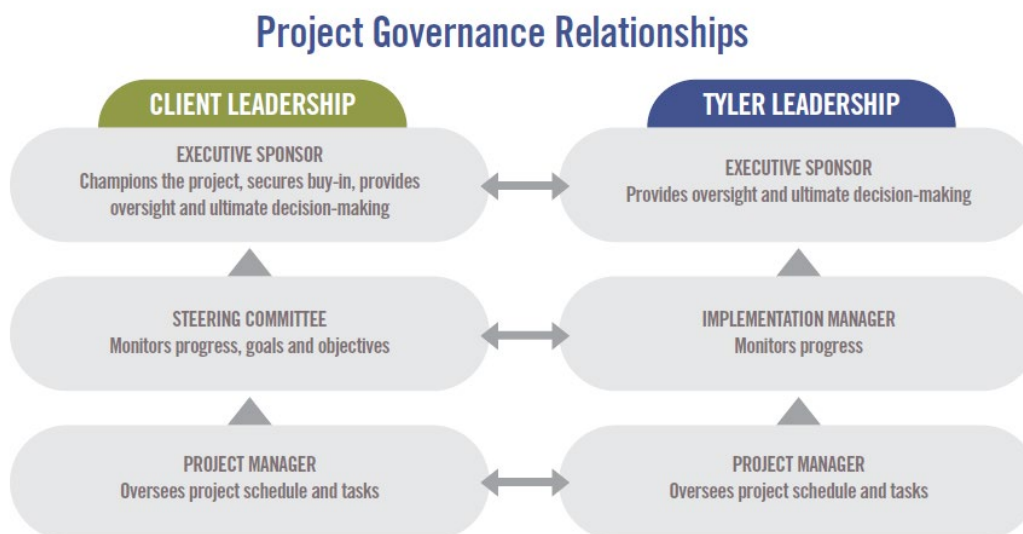
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

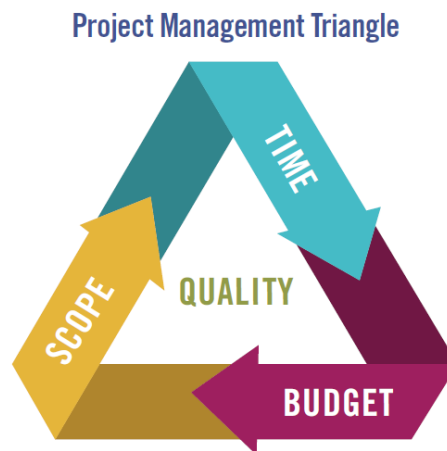
The chart below illustrates an overall team perspective where Tyler and the Village of Germantown collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Village of Germantown Steering Committee become the escalation points to triage responses prior to escalation to the Village of Germantown and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Village of Germantown and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Village of Germantown; for example, the Village of Germantown may decide it

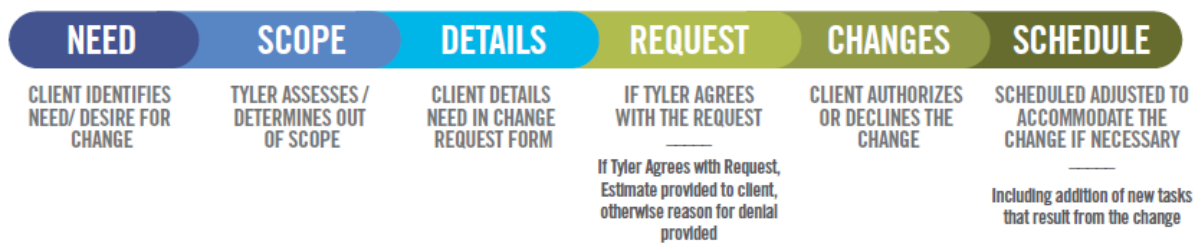


no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Village of Germantown, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Village of Germantown will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Village of Germantown). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Village of Germantown office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Village of Germantown will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Village of Germantown feedback and approval on Project deliverables will be critical to the success of the Project. The Village of Germantown project manager will strive to gain deliverable and decision approvals from all authorized Village of Germantown representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Village of Germantown department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

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

- The Village of Germantown shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Village of Germantown does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Village of Germantown does not agree the Deliverable or Control Point meets requirements, the Village of Germantown shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Village of Germantown shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Village of Germantown does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Village of Germantown and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Village of Germantown, but are roles defined within the Project. It is common for individual resources on both the Tyler and Village of Germantown project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Sponsor

Tyler executive management 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 collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Village of Germantown 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Village of Germantown 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Village of Germantown management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Village of Germantown, the Tyler Project Manager provides regular updates to the Village of Germantown Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Village of Germantown project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Village of Germantown project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Village of Germantown and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Village of Germantown any items that may impact the outcomes of the Project.
- Collaborates with the Village of Germantown 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Village of Germantown 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Village of Germantown and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Village of Germantown through software validation process following configuration.
- Assists during Go-Live process and provides support until the Village of Germantown transitions to Client Services.
- Facilitates training sessions and discussions with the Village of Germantown and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Village of Germantown.
- Loads Village of Germantown provided GIS data into the system.

5.1.7 Tyler SaaS Technicians

- Sets up Tyler-hosted servers.
- Provides maintenance of hosted server hardware, operating system, and software upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides system management and disaster recovery services within hosting services.
- Performs Tyler software upgrades through coordination with the Village of Germantown.

5.1.8 Tyler Data Experts

- Validates that customer data files are in proper format.
- Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the Village of Germantown with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the Village of Germantown completes the data review.
- Provides conversion consulting and mapping assistance.

5.2 Village of Germantown Roles & Responsibilities

Village of Germantown resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Village of Germantown Executive Sponsor

The Village of Germantown executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Village of Germantown steering committee, project manager(s), and functional leads to make critical business decisions for the Village of Germantown.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.



5.2.2 Village of Germantown Steering Committee

The Village of Germantown steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Village of Germantown project manager and Project through participation in regular internal meetings. The Village of Germantown steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Village of Germantown steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Village of Germantown Policies
 - Needs of other client projects

5.2.3 Village of Germantown Project Manager

The Village of Germantown shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Village of Germantown Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Village of Germantown project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Village of Germantown project manager(s) are responsible for reporting to the Village of Germantown steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Village of Germantown project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.



5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Village of Germantown and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Village of Germantown staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Village of Germantown resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Village of Germantown technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Village of Germantown Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.



- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Village of Germantown project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Village of Germantown resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Village of Germantown Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Village of Germantown business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Village of Germantown staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Village of Germantown End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Village of Germantown Technical Lead

- Coordinates updates and releases with Tyler as needed.



- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Village of Germantown third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Village of Germantown's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Village of Germantown GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Village of Germantown GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Village of Germantown Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Village of Germantown's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Village of Germantown and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Village of Germantown Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



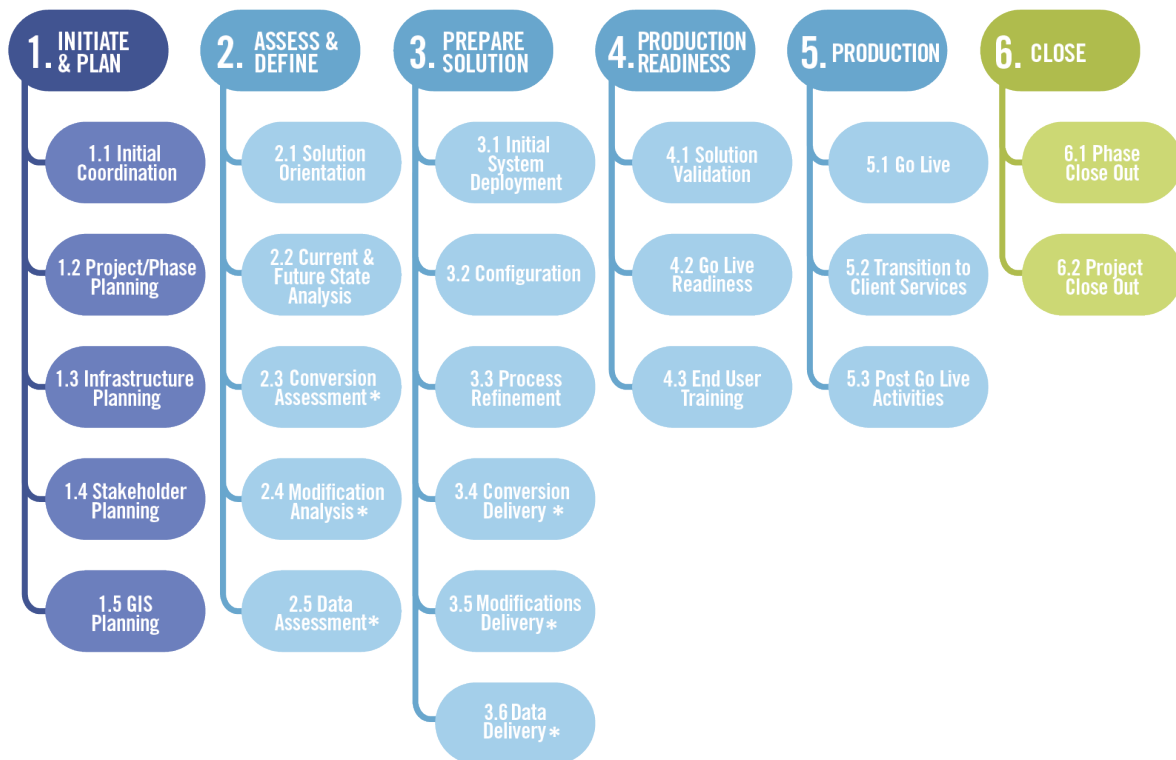
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Village of Germantown.

Work Breakdown Structure (WBS)



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Village of Germantown with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The Village of Germantown gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Village of Germantown's team. During this step, Tyler will work with the Village of Germantown to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Village of Germantown project team.

STAGE 1	Initial Coordination																
	Tyler								Village of Germantown								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Village of Germantownproject team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Village of Germantown		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Village of Germantown provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Village of Germantown has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Village of Germantown to install License Software. The Village of Germantown is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the Village of Germantown's infrastructure meets Tyler's application requirements.
- Ensure the Village of Germantown's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning
----------------	--------------------------------



	Tyler							Village of Germantown									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Village of Germantown Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Village of Germantown team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting	
	Tyler	Village of Germantown



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Village of Germantown offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Village of Germantown GIS data sources and formats.
- Tyler to understand the Village of Germantown's GIS needs and practices.
- Ensure the Village of Germantown's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation	
	Tyler	Village of Germantown



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Village of Germantown is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Village of Germantown
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)



6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Village of Germantown business processes. This information will be used to identify and define business processes utilized with Tyler software. The Village of Germantown collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Village of Germantown team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Village of Germantown team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Village of Germantown for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Village of Germantown								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Village of Germantown and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state



configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Village of Germantown will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Village of Germantown's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								Village of Germantown								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Village of Germantown current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document



Work package assumptions:

- Village of Germantown attendees possess sufficient knowledge and authority to make future state decisions.
- The Village of Germantown is responsible for any documentation of current state business processes.
- The Village of Germantown can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Village of Germantown								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Village of Germantown Source data
	Village of Germantown Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Village of Germantown Acceptance of Data Conversion Plan, if Applicable



Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Village of Germantown representatives to identify business rules before writing the conversion.
- Village of Germantown subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Village of Germantown against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Village of Germantown can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Village of Germantown



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Village of Germantown Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Village of Germantown Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Village of Germantown will provide network access for Tyler modules, printers, and Internet access to all applicable Village of Germantown and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Village of Germantown to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Village of Germantown collaborates with Tyler staff iteratively to validate software configuration.



Objectives:

- Software is ready for validation.
- Educate the Village of Germantown Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Village of Germantown									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Village of Germantown configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Village of Germantown is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Village of Germantown users on how to execute processes in the system to prepare them for the validation of the software. The Village of Germantown collaborates with Tyler staff iteratively to validate software configuration options to support future state.



Objectives:

- Ensure that the Village of Germantown understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Village of Germantown								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Village of Germantown Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Village of Germantown-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration															
	Documentation that describes future state decisions and configuration options to support future state decisions.															
	Solution validation test plan															
Outputs / Deliverables	Acceptance Criteria [only] for Deliverables															



	Updated solution validation test plan	
	Completed Village of Germantown-specific process documentation (completed by Village of Germantown)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Village of Germantown’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Village of Germantown will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Village of Germantown to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion	
	Tyler	Village of Germantown



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Village of Germantown will provide a single file layout per source system as identified in the investment summary.
- The Village of Germantown subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Village of Germantown project team will be responsible for completing the code mapping activity, with assistance from Tyler.



6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Village of Germantown team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Village of Germantown to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Village of Germantown verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Village of Germantown organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Village of Germantown



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Village of Germantown updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Village of Germantown will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Village of Germantown has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Village of Germantown will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness
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	Tyler								Village of Germantown								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Village of Germantown

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Village of Germantown users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Village of Germantown specific business process documentation. Village of Germantown-led training labs using Village of Germantown specific business process documentation if created by the Village of Germantown can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:



- End users are trained on how to use the software prior to go-live.
- The Village of Germantown is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Village of Germantown								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Village of Germantown-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Village of Germantown signoff that training was delivered

Work package assumptions:

- The Village of Germantown project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Village of Germantown as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Village of Germantown departments.
- The Village of Germantown will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.



- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Village of Germantown will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Village of Germantown to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Village of Germantown and Tyler will complete work assigned to prepare for Go-Live.

The Village of Germantown provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Village of Germantown manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Village of Germantown during Go-Live activities. The Village of Germantown transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Village of Germantown data available in Production environment.

STAGE 5	Go-Live														
	Tyler								Village of Germantown						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads
														End Users	Technical Leads



Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Village of Germantown confirms data is available in production environment

Work package assumptions:

- The Village of Germantown will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Village of Germantown business processes required for Go-Live are fully documented and tested.
- The Village of Germantown Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Village of Germantown Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Village of Germantown teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Village of Germantown onto the Tyler Client Services team, who provides the Village of Germantown with assistance following Go-Live, officially transitioning the Village of Germantown to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.



- Confirm proper knowledge transfer to the Village of Germantown teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Village of Germantown								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Village of Germantown to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								Village of Germantown							



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Village of Germantown transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Village of Germantown for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Village of Germantown teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Village of Germantown								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Village of Germantown
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Village of Germantown may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Village of Germantown teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Village of Germantown								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Village of Germantown and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Village of Germantown acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:



- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Village of Germantown will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Village of Germantown Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Village of Germantown project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Village of Germantown is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Village of Germantown to make process changes.
- The Village of Germantown is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Village of Germantown is responsible for managing Organizational Change. Impacted Village of Germantown resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An



important part of change is ensuring that impacted Village of Germantown resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Village of Germantown resources will participate in scheduled activities as assigned in the Project Schedule.
- The Village of Germantown team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Village of Germantown will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Village of Germantown will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Village of Germantown makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Village of Germantown will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Village of Germantown will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Village of Germantown is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Village of Germantown representatives to identify business rules before writing the conversion. The Village of Germantown must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Village of Germantown will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Village of Germantown Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Village of Germantown is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

- The Village of Germantown will provide dedicated space for Tyler staff to work with Village of Germantown resources for both on-site and remote sessions. If Phases overlap, Village of Germantown will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Village of Germantown will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 EnerGov Conversion Summary

9.1.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Workflow based on configured EnerGov template customized only by inclusion/exclusion based on status, type or class of the associated permit, plan, etc.
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.1.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
- Unique (keyed) contacts converted to global contacts



- Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Workflow based on configured EnerGov template customized only by inclusion/exclusion based on status, type or class of the associated license, code case, etc.
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
- Fees
- Payments
- Notes

9.2 Munis Conversion Summary

9.2.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.2.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.2.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.2.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts



9.2.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.2.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.2.7 General Billing CID

- Customer information

9.2.8 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

9.2.9 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.2.10 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

9.2.11 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

9.2.12 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

9.2.13 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.



9.2.14 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.2.15 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

9.2.16 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.2.17 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

9.2.18 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the Village of Germantown's business practices require current due and past due bills this can be broken into three balance forward bills (current balance due and up to two past due balance bills). These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer if the Village of Germantown's legacy data contains this information.
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code



10. Additional Appendices

10.1 EnerGov Definitions

10.1.1 “Template Business Transactions”

- A pre-defined and pre-configured EnerGov business process from EnerGov’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the “Zones” tab of the record (i.e., plan, permit, code case, etc.).



10.1.4 “Automation Events”

10.1.4.1 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 “EnerGov SDK/API (Toolkits)”

- APIs developed by Tyler Technologies for extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The Village of Germantown is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.

10.2 Intentionally left blank.



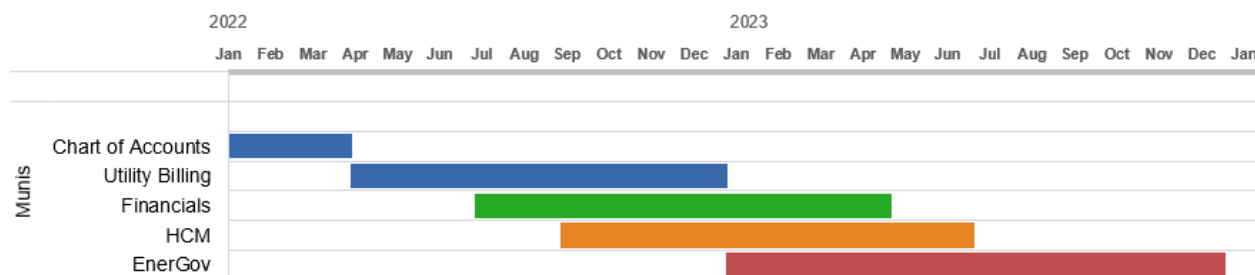
11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

PROJECT TIMELINE



Phase	Functional Areas / Modules	Start Date	Go-Live Date
1	Chart of Accounts	January, 2022	March, 2022
2	Utility Billing	April, 2022	January, 2023
	- Utility Billing CIS - UB Interface	Citizen Self Service	
	System Wide		
	- Tyler ReadyForms Processing - Tyler Cashiering - Tyler GIS - Munis Analytics and Reporting	- Tyler Content Manager SE - Accounts Receivable - Tyler Payments	
3	Financials	July, 2022	May, 2023
	- Accounting General Ledger - Accounts Payable - Budgeting - Capital Assets - Cash Management	- eProcurement - General Billing - Project & Grant Accounting - Purchasing	
4	Human Capital Management	September, 2022	July, 2023
	HR & Talent Management	Payroll w/Employee Self Service	
5	EnerGov	January, 2023	January, 2024



Phase	Functional Areas / Modules	Start Date	Go-Live Date
	• EnerGov Business Management Suite • EnerGov Community Development Suite • EnerGov Core Foundation Bundle	• EnerGov Citizen Self Service – Business Management • EnerGov Citizen Self Service – Community Development • EnerGov iG Workforce Apps • EnerGov Advanced Automation Bundle	

11.2 Intentionally left blank.



BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 15, 2021

PLACEMENT: New Business

ITEM TITLE: Cable Channel 25

SUBMITTED BY: Deanna Braunschweig

Channel 25 has been a way for the Village to communicate with residents for a number of years. The channel has not worked consistently.

There are communication hurdles between the cable channel 25 and webex; however, staff, global sight and sound and the cable company have worked as a team to overcome most of the audio / visual issues.

The latest complaint is the buzzing sound on cable channel 25 when there is a power point type presentation.

At writing, a request was placed for Global Sight and Sound to attend the Village Board meeting on November 15th.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: November 15, 2021

PLACEMENT: New Business

ITEM TITLE: Ordinance 12-2021

SUBMITTED BY: Deanna Braunschweig

Ordinance 12-2021 to Repeal and Recreate the Sections 1.43 and 1.46 relating to the establishment of Trustee Districts and Polling Places is the last step in the process of redistricting.

This was previously discussed at Village Board on August 16th. The timeline for the process was drastically shortened as the information was received very late. The Village Board previously passed ordinance 10-2021, setting of the wards on October 4, 2021.

There is very little change to the districts. Allowing for most voters to continue at their current voting poll location.

ORDINANCE NO. 12-21

AN ORDINANCE REPEALING AND RECREATING SECTIONS 1.43 AND 1.46
OF THE GERMANTOWN MUNICIPAL CODE RELATING TO
THE ESTABLISHMENT OF TRUSTEE DISTRICTS AND POLLING PLACES

WHEREAS, the Village Board previously adopted § 1.43 of the Municipal Code which establishes polling places for the various trustee districts within the Village; and

WHEREAS, the Village Board previously adopted § 1.46 of the Municipal Code which establishes trustee districts for the Village; and

WHEREAS, as the result of the decennial United States Census, the Village previously established wards within the Village to match the proposed County supervisor lines; and

WHEREAS, the various wards established must be assigned to a trustee district and polling places established;

NOW, THEREFORE, the Village Board of the Village of Germantown, Wisconsin, do ordain as follows:

SECTION I

Section 1.43 of the Municipal Code of Germantown is repealed and recreated to read as follows:

The polling places for the 4 Village Trustee Districts, as described in section 1.46 of this chapter, shall be as follows:

- (1) **DISTRICT 1 (WARDS 1, 2, 3 and 4).** Bethlehem Evangelical Lutheran School, N108 W14290 Bel Aire Lane.
- (2) **DISTRICT 2 (WARDS 5, 6, 7 and 8).** Germantown American Legion Post No. 1, N120 W15932 Freistadt Road.
- (3) **DISTRICT 3 (WARDS 9, 10 and 11).** Life Church Student Center, W164 N11325 Squire Drive.
- (4) **DISTRICT 4 (WARDS 12, 13 and 14).** Crossway Church, W156 N10041 Pilgrim Church.

SECTION II

Section 1.46 of the Municipal Code of Germantown is repealed and recreated to read as follows:

The Village is hereby divided into 4 Trustee Districts for the purpose of electing Village Trustees, as follows:

- (1) **TRUSTEE DISTRICT 1.** Election wards 1, 2, 3 and 4.
- (2) **TRUSTEE DISTRICT 2.** Election wards 5, 6, 7 and 8.
- (3) **TRUSTEE DISTRICT 3.** Election wards 9, 10, and 11.
- (4) **TRUSTEE DISTRICT 4.** Election wards 12, 13, and 14.

SECTION III

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION IV

All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION V

This ordinance shall take effect and be in full force upon its passage and the day after December 31, 2021.

Introduced by _____ on November 15, 2021.

Adopted: November 15, 2021

Vote: Ayes: Nays: Absent:

Dean Wolter, Village President

ATTEST:

Deanna Braunschweig, Village Clerk

Approved as to form:

Brian C. Sajdak, Village Attorney

Published:

Village of Germantown Proposed Trustee Districts Option 1

10 Supervisory/Trustee Ballot Combinations

Trustee Districts

- 1 (Population 5252)
- 2 (Population 5317)
- 3 (Population 5181)
- 4 (Population 5167)

Incumbents - Year Current Term Expires

- 2023
- 2024
- Tentative Supervisory Districts

Areas of change are outlined in yellow.
561 change in population in
districts 1 (207) and 4 (354)

