



# CITY COUNCIL REPORT

7D

**DATE: JULY 19, 2016**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: ANDREA MILLER, FINANCE DIRECTOR**

**SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES FOR IMPLEMENTATION, MAINTENANCE AND ONGOING SUPPORT OF THE INCODE ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION**

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## **RECOMMENDATION**

It is recommended that the City Council adopt a resolution approving the professional services agreement with Tyler Technologies for software and implementation services, and authorizing the City Manager to execute the subject agreement.

## **BACKGROUND**

The City of Pinole seeks to improve the efficiency of business processes in the financial and human resources operation of the City so as to improve service delivery internally and to the public. To that end, the City posted a Request for Proposals (RFP) in search of an innovative technology partner to bring a robust product based on industry best practices. The objective was to identify, select, and implement a proven public sector finance, payroll, and human resources (HR) system to replace the City's existing system with a fully integrated, proven, state-of-the-art solution.

In accordance with the City Purchasing and Procurement Policy, staff circulated an RFP seeking a qualified firm to provide Enterprise Resource Planning (ERP) software and implementation services for financial, payroll, and human resources. Two firms responded to the RFP (Tyler Technologies and Caselle), both were confirmed as submitting a complete responsive proposal and invited for software demonstrations.

After reviewing software demonstrations and checking references, staff is recommending the City enter into a professional services agreement with Tyler Technologies, Inc. in accordance with the scope of work and fees set forth in Attachment A.

## **REVIEW AND ANALYSIS**

The City selected Tyler Technologies to implement their Incode Hosted Solution based on experience, expertise, and qualifications. With over 2,200 Incode clients nationwide, Tyler Technologies helps public sector agencies by providing solutions and services that streamline business processes, increase efficiency and minimize the risks that are inherent in complex implementations of new business service solutions. Incode is currently installed in over 200 public sector entities in the State of California, including:

- City of Healdsburg
- City of Marysville
- City of Hollister
- City of Huron
- City of Live Oak

The proposed Tyler Incode solution will provide a fully integrated system where data is entered only once, all transactions are processed in real-time and immediately available for inquiry and reporting, workflow capabilities are available across all modules which allow for reduced reliance on paper processing, and provides reporting that is user friendly allowing staff to easily create reports.

The recommended professional services agreement with Tyler Technologies includes the following:

- Software installation and configuration
- Implementation consulting
- Training
- Data Conversion
- Documentation
- Project Management
- Software maintenance and support

The proposed schedule for the subject project is as follows:

City Council approval of contract	July 19, 2016
Award of contract and contract execution	July 20, 2016
Project start	August 1, 2016
Go Live with core financials, payroll and HR	July 1, 2017

Staff recommends the Tyler Incode offsite hosted solution over the onsite hosted solution. With the Tyler hosted solution, Incode is leased from Tyler. All technology hardware and software maintenance is done by Tyler. The City will not incur cost for server upgrades or IT time spent troubleshooting an issue. Tyler releases and installs all product updates and new versions. Data and operations are protected from a local disaster because the software is hosted on Tyler's server with redundant server backups occurring in Tyler's data centers located in Dallas, Texas and Yarmouth, Maine. In the event of a disaster, the City would be up and running

within hours. The Tyler offsite hosted solution aligns with the Government Finance Officers Association best practice for planning for recovery from a technology disaster. With the Tyler hosted solution, one-time costs for services would be \$75,250, with annual software as a service (SaaS) fees of \$50,539 plus annual user fees of \$575 per user (estimated 15 users billed as needed = \$8,625). This amount includes software maintenance, support, updates, reduces hardware infrastructure and reduces impact on IT staff.

With an onsite hosted solution, the City would purchase the software and host it on our servers. We would be responsible for all hardware, backups, uploading new features and versions, and planning for recovery of our data and getting back online should a disaster occur. After reviewing the system requirements for both solutions with our Systems Administrator, it was determined that one of our existing servers potentially meets the minimum requirements for optimal software performance. Recommended upgrades to our server were not factored into the estimated cost of the new software. The one-time (upfront) costs for the City hosted solution would be \$167,989, with estimated recurring annual fees of \$31,749. Annual fees include software maintenance, support and updates. The annual cost the City currently pays for MOMS software maintenance and support is \$13,500. This amount does not include server maintenance and staff overhead costs.

### **FISCAL IMPACT**

One-time cost for the software and related services is \$75,250, with estimated recurring annual fees of \$59,464 billed as used. The total budget for this project included in the FY 2016-17 is \$200,000. The unused FY 2016-17 allocation will be carried forward into FY 2017-18 to be used for the annual fee.

The term of this Agreement is seven (7) years from the first day of the first month following the effective date. The Agreement will automatically renew for one (1) additional year unless terminated by either party.

### **ATTACHMENTS**

Attachment A – Resolution

Attachment B – Tyler Technologies Agreement

RESOLUTION NO. 2016-\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES FOR IMPLEMENTATION, MAINTENANCE AND ONGOING SUPPORT OF THE INCODE ENTERPRISE RESOURCE PLANNING SOLUTION.**

**WHEREAS**, the City of Pinole seeks to improve the efficiency of business processes in the financial and human resources operation of the City to improve service delivery internally and to the public; and

**WHEREAS**, the City issued a Request for Proposals in accordance with the City Purchasing and Procurement Policy seeking a qualified firm to provide Enterprise Resource Planning (ERP) software and implementation services; and

**WHEREAS**, two firms responded to the RFP and were confirmed as submitting a complete and responsive proposal and invited for software demonstrations; and

**WHEREAS**, after reviewing software demonstrations and checking references staff is recommending the City enter into a professional services agreement with Tyler Technologies in accordance with the scope of work and fees set forth in Attachment A; and

**WHEREAS**, the FY 2016/17 budget includes an allocation of \$200,000 for this new software upgrade; and

**WHEREAS**, the proposed new Agreement would be effective August 1, 2016 through July 31, 2023.

**NOW THEREFORE, BE IT RESOLVED** that the Pinole City Council does hereby resolve that the City Manager be authorized to execute a Professional Services Agreement between the City of Pinole and Tyler Technologies, Inc. for the Incode Enterprise Resource Planning Solution software implementation, maintenance and support to replace the City's current finance and human resources software, Corbin Willits Systems – MOM Software.

**PASSED AND ADOPTED** at a regular meeting of the Pinole City Council held on the 19<sup>th</sup> day of July, 2016 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

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Hector De La Rosa  
Deputy City Clerk



## SOFTWARE AS A SERVICE AGREEMENT

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 City of Pinole.
- **“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, which in all events shall not exceed 200 gigs of Data at any time.
- **“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 Concurrent Users”** means the number of concurrent users that are authorized to use the SaaS Services.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the 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 Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, 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 Concurrent 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(8).
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 Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent 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 Concurrent 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.

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(8), 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. 16, Type 2. We have attained, and will maintain, Type II SSAE 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 SSAE-16 compliance report 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, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We 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.
- 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. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.8 We provide secure data transmission paths from each of your workstations to our servers.
- 6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors 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.

**SECTION C – OTHER PROFESSIONAL SERVICES**

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in 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. 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. 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:
  - 8.1 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);
  - 8.2 provide telephone support during our established support hours;
  - 8.3 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;
  - 8.4 make available to you 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

- 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current 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.

### 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 seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. 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; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. 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 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(2), 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 PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS 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, either of us may assert our respective rights and remedies in a court

of competent jurisdiction in Contra Costa County in the State of California. 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. 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      Disaster Recovery Services
- 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.

City of Pinole

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

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

Address for Notices:

City of Pinole  
2131 Pear Street  
Pinole, CA 94564  
Attention: Andrea Miller





**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.

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Prepared for:

**City of Pinole**  
**Andrea Miller**  
 2131 Pear Street  
 Pinole, CA 94564  
 510-724-9823  
 amiller@ci.pinole.ca.us

Contract ID: **2016-0166**  
 Issue Date: **07/01/16**  
 Sales Rep: **David Snow**

**Tyler Related Products and Services**

Description	QTY	Hours	Services	Annual
<b>Incode Financial Management Suite</b>				
Core Financials (GL, Budget Prep, Bank Recon, AP, Express, I		116	\$14,500	
Purchasing		36	\$4,500	
Fixed Assets		24	\$3,000	
Project Accounting		20	\$2,500	
<b>Incode Personnel Management Suite</b>				
Personnel Management		116	\$14,500	
Employee Self Service (ESS) (Employee Portal)		32	\$4,000	
ESS Time & Attendance (# of FTE Employees)	94	32	\$4,000	
Applicant Tracking Interface			Included	
<b>Incode Customer Relationship Management Suite</b>				
Cashiering (Support Credit/Debit Cards via ETS, PCI				
Compliant,Cash Collection Interface, Cashiering Receipt		28	\$3,500	
Import)				
Miscellaneous Accounts Receivable		16	\$2,000	
<b>Content Management Suite</b>				
Tyler Content Manager Standard Edition (TCM SE)		48	\$6,000	
	<b>Subtotal</b>	<b>468</b>	<b>\$58,500</b>	

**Conversion Services**

Description	Fee	Hours	Services	Investment
Financial Applications	\$5,500	16	\$2,000	\$7,500
Personnel Management/Payroll	\$3,250	8	\$1,000	\$4,250
	<b>Subtotal</b>	<b>24</b>	<b>\$3,000</b>	<b>\$11,750</b>

**Professional Services**

Description	Fee	Hours	Services	Investment
Project Management			\$5,000	\$5,000
	<b>Subtotal</b>		<b>\$5,000</b>	<b>\$5,000</b>

**Tyler Hosted Applications**

Description	Services	Investment	Annual		
<b>Continuing Education</b>					
Tyler U			Included		
<b>Tyler Network Services/Hardware/Third Party</b>					
Description	Fee	Hours	Services	Investment	Annual
<b>Network Services</b>					
Disaster Recovery Services					Included
Basic Network Services					Included

<b>Length of Agreement</b>	<b>7 Years - 84 Months</b>
<b>Annual SaaS Fee</b>	<b>\$ 50,839</b>
<b>Annual User Fee</b>	<b>\$ 8,625</b>
	15
<b>Total Annual SaaS Fee</b>	<b>\$ 59,464</b>

\*\*Additional fees will apply for additional users

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$75,250	
Annual SaaS Fee		\$ 59,464
<b>Summary Total</b>	<b>\$75,250</b>	<b>\$59,464</b>

Estimated Travel Expense:

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.



Prepared for:  
**City of Pinole**  
**Andrea Miller**

**Tyler Conversion Services (NOTE: See Conversion Summary Documentation or SOW for Details on Scope)**

Description	QTY	Fee	Hours	Services	Investment
<b>Financial Applications</b>		<b>\$5,500</b>	<b>16</b>	<b>\$2,000</b>	<b>\$7,500</b>
<b>General Ledger</b>		1,750	8	1,000	
- Chart of Accounts - Additional Fee for Historical Views					
Legacy/Historical Views		750	4	500	
<b>Accounts Payable</b>		2,000			
- Vendor Master Only - Additional Fee for Historical Views					
Legacy/Historical Views		1,000	4	500	
<b>Personnel/Payroll Applications</b>		<b>\$3,250</b>	<b>8</b>	<b>\$1,000</b>	<b>\$4,250</b>
<b>Personnel Management/Payroll</b>		\$2,250	4	\$500	
- Employee Master, Deductions/Taxes, Retirement, Current Leave Totals, Current Direct Deposit - Additional Fee for Historical Views					
Legacy/Historical Views		\$1,000	4	\$500	
<b>Subtotal</b>					<b>\$11,750</b>



Prepared for:  
**City of Pinole**  
**Andrea Miller**

**Tyler University**

Description	Annual
<b>Tyler U</b>	
- E-learning courses available for all employees during the subscription period	
- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications	
- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards	
- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention	
- Available 24/7	
- New courses created continually	
Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: <a href="http://www.learningmarket.org">www.learningmarket.org</a>	



## 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 Effective Date. Your annual SaaS fees for the initial term, as set forth in Section F(1) of the Agreement, 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 **Project Planning Services:** Project planning services are invoiced upon delivery of the implementation planning document.
  - 2.2 **VPN Device:** The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.3 **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.
  - 2.4 **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 Business System Design document, 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.
  - 2.5 **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.
  - 2.6 **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.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.8 *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. 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.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided 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

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

**B. Rental Car**

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

**C. Public Transportation**

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

**D. Parking & Tolls**

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

**3. Lodging**

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

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

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

**4. Meals and Incidental Expenses**

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

**A. Overnight Travel**

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a



trip are governed as set forth below.

Departure Day

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

Return Day

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

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

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

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

**B. Same Day Travel**

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

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

**5. Internet Access – Hotels and Airports**

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



## Exhibit C

# 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.

*Attainment:* The percentage of time the Tyler Software is available during a billing cycle, with percentages rounded to the nearest whole number.

*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 which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a billing cycle that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether it has met those goals by tracking Attainment.

#### 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 incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### b. Our Responsibilities

When our support team receives a call from you that a 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 a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of one quarter of the then-current SaaS Fee. To the extent any credit is identified in any quarter, it will accumulate, and all credits will be deducted from the SaaS Fee for the immediately following year. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the quarter following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your credits will be reissued in that following quarter.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform 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.

**V. Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

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

### Support Availability

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

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

### Issue Handling

#### Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is

used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

*Incident Priority*

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

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

The following terms govern our provision of Disaster Recovery Services to you under your License and Services Agreement. This document is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

### SECTION A – DEFINITIONS

- **“Business Days”** means Monday through Friday, excluding Holidays.
- **“Critical Processes”** means those processes as mutually defined in the Disaster Recovery Plan.
- **“Critical Users”** means those users as mutually defined in the Disaster Recovery Plan.
- **“Data”** means Tyler Software data.
- **“Disaster”** means an unplanned event that is not within your reasonable control and which results in the failure of the Tyler Software to perform Critical Processes. A Disaster is not a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accordance with the industry standard, a failure otherwise covered by any other current agreement between you and us (e.g., a maintenance and support agreement, technical services agreement, or similar), or a failure that can be remedied in less than sixteen (16) hours.
- **“Disaster Recovery Plan”** means a mutually drafted document which details, in addition to this Exhibit, the DR Services we shall provide.
- **“Disaster Recovery Services”** means the services described in this Exhibit.
- **“Holiday”** means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
- **“Recovery Point Objective” or “RPO”** means the amount of time since last successful Data transfer. With successful nightly transfer of Data, RPO would be no more than twenty-four (24) hours.
- **“Recovery Time Objective” or “RTO”** means twenty-four business hours after receipt of a Disaster Declaration for Client Data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for Client Data one (1) terabyte in size or greater shall be mutually agreed, specified, and incorporated into the Disaster Recovery Plan.

### SECTION B – TERMS

1. **Term.** The Disaster Recovery Services are provided on an annual basis, beginning on the Effective Date. Disaster Recovery will not be available until you provide us your Data. The term shall renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. In the event you terminate maintenance and support services under your license agreement for the Tyler Software, our provision of Disaster Recovery Services shall also terminate. You will not be entitled to refund or offset of previously paid fees.

2. Disaster Recovery Services. We will provide all Disaster Recovery Services remotely. In the event the Disaster results in damage to your server(s) and a reinstallation of the Tyler Software is required as a result of such damage, we will reinstall the Tyler Software at no additional cost. Our Disaster Recovery staff will contact you for the start of the Disaster Recovery Services activation process.
3. Client Requirements. In order for us to provide Disaster Recovery Services, you must:
  - a) provide high speed internet access, including upload bandwidth sufficient for complete nightly Data transfers to comply with applicable RPO;
  - b) comply with our then-current minimum hardware and network requirements as specified on [check.tylertech.com](http://check.tylertech.com), or such other website as we may make available to you;
  - c) maintain security and access privileges for us to receive Data transfer and perform activities reasonably necessary for us to provide Disaster Recovery Services;
  - d) permit installation of software required for provision of Disaster Recovery Services in accordance with this Agreement as reasonably determined by us;
  - e) provide us with reasonable notice of any changes in your network that may impact our ability to deliver Disaster Recovery Services; and
  - f) declare a disaster by calling us at (800) 646.2633, or such other number as we may provide, and clearly stating that you are **declaring a disaster**.
4. Disaster Recovery. Your Critical Processes will be accessible by Critical Users in accordance with the applicable RTO.
5. Data. Data transfer will be handled in accordance with this Exhibit.
6. Release Life Cycle. We will provide Disaster Recovery Services for versions of the Tyler Software currently supported in accordance with our then-current Release Life Cycle Policy.
7. Payment and Price. The fee for the Disaster Recovery Services for the initial year is as set forth in the Investment Summary Thereafter, the annual fee, at our then-current rate, will be invoiced and paid prior to the commencement of any renewal. All payments are due within forty-five (45) days of the date of invoice.
8. Defined User Maximum. The maximum number of named users who may use the DR Services is five (5).
9. Exclusions.
  - a) Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
  - b) Our Disaster Recovery Service will not be used to replace required on-site backups of your Data for the Tyler Software; you must continue to make regular backups of your Data.
  - c) The fees paid for Disaster Recovery Service does not include, and you are responsible for any costs associated with:
    - i. hardware and/or software necessary to remotely access our datacenter, and any and all onsite services. You may request and purchase onsite services at our then current rates.
    - ii. The hand-delivery or courier-delivery of any Critical Processes output you request (such as payroll checks).



10. License Terms. Your use of the Tyler Software is governed by your Licenses and Services Agreement with Tyler, and all limitations, terms, and conditions therein remain in full force and effect.
11. Notices. All notices other than the declaration of a Disaster must be in writing and delivered in accordance with the notices section of your License and Services Agreement.

**SECTION C – PROCEDURES**

1. Data Transfer. The electronic transfer solution provides nightly transfer and archiving of your Data between the hours of 8:00 PM and 6:00 AM (Central) and is subject to the following conditions:
  - a) Initial Data transfer may require portable disk.
  - b) Data transferred shall include only Data.
  - c) Applications included in the Disaster Recovery Service are listed in the Investment Summary. Tyler Software not listed in the Investment Summary and any non-Tyler Software shall not be included in Data transfer or the Disaster Recovery Services.
  - d) Only production databases are backed up.
  - e) We will retain Data from the last seven (7) successful data transfers.
  - f) Total Data storage is limited to 100 gigabytes. Storage limit may be increased in 100 gigabyte increments by mutual agreement in writing and at additional cost.
  - g) Data transferred to us as part of Disaster Recovery Service is not available for your retrieval or restoration of data not associated with the Disaster Recovery Services. However, we may provide a copy of such Data on an exception basis upon written request, additional fees, at our then-current rates for such service, may apply.
  - h) We are not responsible for the integrity of the Data you provide. We will use the most current viable Data to restore your Critical Processes.
  - i) To the extent the Data contains confidential information, as defined in your license agreement with us, we shall keep such information confidential in accordance with the applicable confidentiality provisions of the license agreement.
  - j) We will monitor the status of data transfers on Business Days.
  - k) In the event of two (2) consecutive data transfer failures, we will timely provide you notice, so that you may commence troubleshooting.
  - l) We have no liability for data transfer failures, when the failure is not solely caused by us.
  - m) We will provide a transfer report related to your data transfer upon request. Such report will state what was transferred.
  - n) You shall provide us any encryption key or similar device required to access the transferred Data, and grant us the right to back up such key.
2. Disaster Recovery Plan. The parties' responsibilities with respect to the Disaster Recovery Plan are further defined below.
  - a) Our responsibilities:
    - Coordinate activities associated with transfer of Data to our data center(s).

- Document Disaster Recovery strategy for critical processes.
- Review the Disaster Recovery Plan with you.
- Provide reasonable guidance for Disaster Recovery policies and procedures.
- Identify modules, databases, applications, and files required for Disaster Recovery Services.

b) Your responsibilities:

- Provide remote access to your Tyler database server for analysis and configuration of Data transfer.
- Provide network support if required to enable transfer of Data from your server to our data center(s).
- Provide PCs and high-speed modems for access from your alternate processing location, if required.
- Provide technical resources to configure remote access PCs, including application software supplied by us, if reasonably required to receive Disaster Recovery services pursuant to this Exhibit.
- Provide a chain of command document for communication during a disaster.
- Maintain the Disaster Recovery Plan and integrate the Disaster Recovery Plan with your own comprehensive disaster recovery plan.

c) Shared Responsibilities:

- Identify critical users for DR Services.
- Identify critical processes for DR Services.
- Identify RTO.
- Draft initial Disaster Recovery Plan within ninety (90) days of the Effective Date.
- Define recovery processes for post-Disaster operations.

3. DR Services During a Disaster.

a) Upon declaration of a Disaster, we shall provide DR Services from one of our hosting facilities for the duration of the Disaster, not to exceed thirty (30) consecutive Business Days. Use of our data center in excess of such period may result in additional fees and will require a written change order.

b) Hosting services during a Disaster:

- Hosting Services during a Disaster will be provided in accordance with our then-current availability guaranties as detailed in our then-current Service Level Agreement for SaaS Clients. Any credits issued to you pursuant to that document will be based on the total Disaster Recovery fees paid for the then-current term.
- We will use best efforts to include interfaces for the Tyler Software covered by the Disaster Recovery Services.
- Hosting Services shall not include interfaces or interconnects with Third Party Products unless specifically agreed to in the Disaster Recovery Plan.

4. Annual Disaster Recovery Test. The parties may review and test the Disaster Recovery Service once per year.
  - a) The parties must schedule such tests at least thirty (30) days in advance.
  - b) You must provide a list of users who will be involved in the test.
  - c) Such tests shall not exceed two (2) weeks.
  - d) The parties may schedule a second test within the same year if the initial test is not successful as agreed to by both parties.
5. Estimated Schedule. The DR Services will be performed consistent with the estimated schedule mutually agreed to by both parties in the Disaster Recovery Plan. The parties will promptly perform their respective responsibilities according to such schedule.
6. Tyler's Project Management Services. Project management services are provided as part of the Disaster Recovery Services. We will designate a project manager who will be your contact for all communications, and who will have the authority to act on our behalf in matters regarding the Disaster Recovery Services. Our project manager will perform the following tasks:
  - a) Review the Disaster Recovery Plan with your project manager.
  - b) Review current project status.
  - c) Recommend changes or additions to the Disaster Recovery Plan as appropriate.
  - d) Administer the change control procedure.
  - e) Review and evaluate the progress of the project with your project manager to resolve any necessary changes.
7. Your Project Management Responsibilities. Our performance is predicated upon your fulfillment of the following responsibilities. Prior to the start of the Statement of Work, you will designate, in writing, a person who will be your project manager and will be our contact for all communications and who will have the authority to act on your behalf in all matters regarding the Disaster Recovery Services. Your project manager will perform the following tasks:
  - a) Interface between our project manager and your organization.
  - b) Administer project change control with our project manager.
  - c) Help resolve and escalate project issues within your organization as required.
  - d) Obtain and provide project requirements, Data, decisions, and approvals within five (5) business days of request. If such requirements, Data, decisions, or approvals are delayed beyond the time specified, we shall be relieved of responsibility for the affected service until provide such requirements.
  - e) Accept responsibility for the Data files, selection and implementation of controls for your location and security of stored Data.
8. Project Change Control Procedure. The parties must agree in writing to any changes to the Disaster Recovery Plan. Such writing shall describe the change and any resulting charges or fees.



**Exhibit E**  
**Statement of Work**

TO BE INSERTED

# Statement of Work

## Software and Implementation Services

---

Prepared for:

**Pinole, CA**  
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2131 Pear Street, Pinole, CA 94564

Prepared by:

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Tyler Technologies, Inc.

[www.tylertech.com](http://www.tylertech.com)

DATE

6/29/2016

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# Statement of Work

Pinole, CA

# Statement of Work

Wednesday, June 29, 2016



# Project Scope & Summary

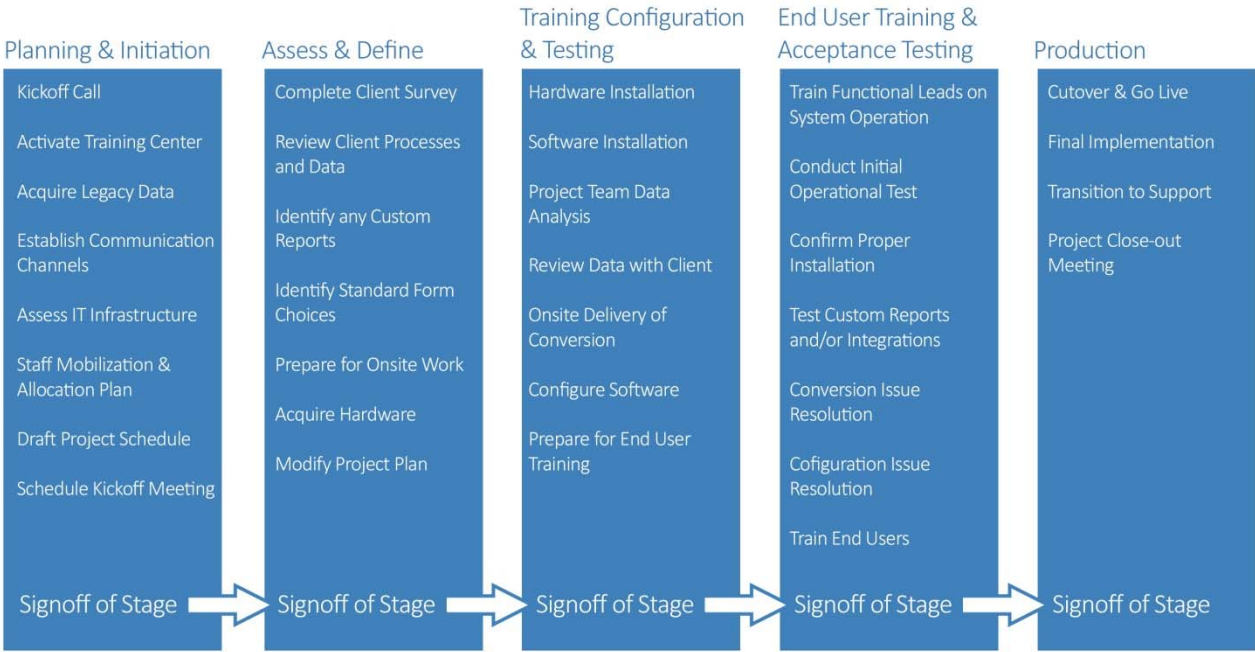
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in the Standard Interfaces section of this document. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

# Implementation Stages

Tyler provides a well defined multi-stage roadmap, which can be applied to a single phase projector, or to projects with simple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see (Sample) Work Acknowledgement Form attached herein) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

## Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

The Conversion Detail section of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

## Invoicing and Client Signoffs

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

## Key Project Assumptions

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- 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, the Client agrees to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). The Client agrees to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
  - [help.tyleru.com](http://help.tyleru.com)
  - [tyleru.com](http://tyleru.com)
  - [tylertech.com](http://tylertech.com)
  - [tylercommunity.tylertech.com](http://tylercommunity.tylertech.com)

- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

## Out of Scope

Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

- **Custom Programming** - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in the Customizations section of this document. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be Customization section to this document.
- **Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in the Customizations section. If there are no customizations to the software, there will be no Customizations section to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.
- **Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. If a different XML layout is required, then the requirement definition will need to go through discovery and be approved by Tyler Technologies, and additional charges beyond those quoted in the Investment Summary will be incurred. Similarly, you may be responsible for additional charges if the provider of the third party software with which Tyler will be interfacing requires changes or assistance. There are no custom interfaces included in the scope of the agreement *unless* detailed in the Interfaces section of this document.

- **Custom Reports** –Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Customizations section of this document.
  - Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
  - Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
  - Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

## Risk / Mitigation Strategy

### Unavailability/Incompatibility of Staff

**Risk:** Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

**Mitigation:** In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

### Client Staff unavailability

**Risk:** Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

**Mitigation:** Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

## Scope Changes

**Risk:** Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

**Mitigation:** Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

## Activity Focus

**Risk:** Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

**Mitigation:** Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

## Incomplete Legacy, Interface Documentation

**Risk:** During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

**Mitigation:** Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

## Achievable Goals

**Risk:** The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

**Mitigation:** The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

## Technology Age

**Risk:** This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

**Mitigation:** Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

## Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

**Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

**Dedicated Client Participation** – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

**Acknowledgement Process** – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see the (Sample) Work Acknowledgement Form attached to this SOW) to formalize receipt. The Work Acknowledgement Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler’s professional services division has established the following rule: A Signed Work Acknowledgement Form (see the sample attached herein) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

**Managing Project Scope** - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

## Future Amendments to Scope

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

## Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

## Staffing

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

## Project Schedule

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

## Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

## Documentation

### Tyler-Provided Documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

### Client-Provided Documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.



## SOW Attachments Listing

### Statement of Work

#### Attachment A. Work Acknowledgement Form

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

#### Attachment B. Change Order Form

Any change in the project must have a completed and approved Change Order.

#### Attachment C. System Requirements

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

#### Attachment D. Conversion

Provides a description of the conversion process and legacy data specifications for each application suite.

# Attachment A. Work Acknowledgement Form

Pinole, CA

Statement of Work

Wednesday, June 29, 2016



# Attachment B. Change Order Form

Pinole, CA

Statement of Work

Wednesday, June 29, 2016

# Change Order Form

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Generated By: \_\_\_\_\_

Authorized By: \_\_\_\_\_

**Change Overview:**

**Narrative Description of Change:**

**Impact of Change:**

**Schedule Impact:** Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

**Cost Impact:**

Change Detail	Credit	Debit	Total

**Revision No.:** \_\_\_\_\_

*No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager*

Date Approved	Comments	Approved By	Signature



## Attachment C. System Requirements

Pinole, CA

Statement of Work

Wednesday, June 29, 2016

# Hardware and Network Requirements

## System Requirements

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

## Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to <http://check.tylertech.com>

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

## Attachment D. Conversion

Pinole, CA

Statement of Work

Wednesday, June 29, 2016



# CRM Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies CRM Suite. This is not a complete description; for a complete description, please refer to the Tyler Technologies CRM Data Conversion Specification document available upon request.

## Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to go-live

## Data Conversion

Each area of the CRM conversion has different options depending on the level of data to be converted. Each option has a different cost associated with it. Certain options cannot be converted unless other options are purchased. Full dependencies are detailed in the CRM Data Conversion Specification document.

### Accounts Receivable

Standard Conversion Includes:

- Accounts Receivable master information, contacts and addresses
- Summarized current account balance into one invoice transaction
- Comments and notes

Additional Options:

- Detailed transaction history

### Building Permits

Standard Conversion Includes:

- Permit master information, contacts and properties
- Comments and notes

Additional Options:

- Contractors (converted into memos)
- Inspections (converted into memos)
- Detailed transaction history

### Business Licenses

Standard Conversion Includes:

- License master information, contacts and properties
- Comments and notes
- Current year fee codes with zero balances

Additional Options:

- Detailed transaction history

### Cemetery

Standard Conversion Includes:

- Cemetery/Plot master information, contacts
- Comments and notes

### Sales Tax

Standard Conversion Includes:

- Sales Tax master information, contacts and properties
- Comments and notes
- One default tax return record for each account

### Applications not converted

Standard Conversion Includes:

- Special Assessments
- Call Centers

## Custom Conversion Services

The following are a few examples of items that are not included in the standard conversion and can be addressed through custom conversion services:

- Converting records with counts lower than 250 for all modules
- Cross referencing beyond Tyler Technologies' defined standardized codes
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off

## Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in one of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files (pipe "|" delimited is preferred)
- Excel spreadsheets – with flat data, not grouped like a report

The screen shots and matching reports need to be provided to Tyler Technologies at the same time as the data. To ensure the reports accurately represent the data, staff should exit the software prior to pulling the data and restrict processing of any transactions until after the reports have been generated. If the reports don't accurately represent the data an additional data pull may be required, which could result in a delay in the schedule.

It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

# Financial Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Financial Suite. This is not a complete description; for a complete description, please refer to the *Tyler Technologies Financial Data Conversion Specification* document available upon request. Items not listed below are generally assumed to not be eligible for electronic data conversion with Incode 10.

## Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide screen shots
- Review conversion during setup and go-live

## Data Conversion

Full dependencies are detailed in Appendix A.

## General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

Additional Selections:

- Legacy Views - Unlimited historical transactions provided by client can be converted by Tyler into the legacy views for a conversion fee or imported through Incode 10 by the client.

**NOTE:** Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The client is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

**NOTE:** Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The client is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JE's from Excel.

**NOTE:** Unlimited historical transactions can be imported into Legacy Views (see Appendix B) from Excel. The client has the option to perform the import themselves or Tyler can perform the import for a conversion fee. If the client is performing the import they are responsible for producing the historical transactions in Excel and verifying the results. If Tyler is performing the import the client is responsible for producing the historical transaction data in one of the acceptable data formats. The client is ultimately responsible for verifying the results. Training will be provided on how to import historical transactions from Excel.

## Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and notes

Additional Selections:

- Legacy Views - Unlimited historical transactions provided by client can be converted by Tyler into the legacy views for a conversion fee or imported through Incode 10 by the client.

**NOTE:** 1099 balances and non-1099 balances can be imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

**NOTE:** Unlimited historical transactions can be imported into Legacy Views (see Appendix B) from Excel. The client has the option to perform the import themselves or Tyler can perform the import for a conversion fee. If the client is performing the import they are responsible for producing the historical transactions in Excel and verifying the results. If Tyler is performing the import the client is responsible for producing the historical transaction data in one of the acceptable data formats. The client is ultimately responsible for verifying the results. Training will be provided on how to import historical transactions from Excel.

## Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information
- Federal and state tax withholding information

Additional Options:

- Legacy Views - Unlimited historical transactions provided by client can be converted by Tyler into the legacy views for a conversion fee or imported through Incode 10 by the client.

**NOTE:** Employee positions and deductions will be created according to the recommended best business practices.

**NOTE:** Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The client will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

**NOTE:** Unlimited historical transactions can be imported into Legacy Views (see Appendix B) from Excel. The client has the option to perform the import themselves or Tyler can perform the import for a conversion fee. If the client is performing the import they are responsible for producing the historical

transactions in Excel and verifying the results. If Tyler is performing the import the client is responsible for producing the historical transaction data in one of the acceptable data formats. The client is ultimately responsible for verifying the results. Training will be provided on how to import historical transactions from Excel.

## Fixed Assets

**NOTE:** Fixed assets can imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import assets from Excel.

## Inventory

**NOTE:** Inventory can imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import inventory items from Excel.

## Applications not converted

- Work Orders
- Bank Reconciliation
- Employee Self Services/Time & Attendance
- Project Accounting
- Purchase Orders

## Custom Conversion Services

The following are a few examples of items that are **not included** in the standard conversion and can be addressed through custom conversion services:

- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off
- Converting personnel HR information

## Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required. If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in **one** of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files with headers (pipe "|" delimited is preferred)

- Excel spreadsheets – with flat data and headers, not grouped like a report

To ensure that no data is corrupted, staff should exit the software prior to pulling the data and restrict processing of any transactions during this time.

It is important to understand that the conversion will not “rehabilitate” old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

## Duplicate Entry

Unless otherwise noted, it is assumed all data conversion elements will be converted once. While the timing of each data conversion element will be scheduled out between the Client and Tyler’s Project Managers, once an element has been converted and delivered, it will not be converted again and duplicate entry between the current legacy system and Incode 10 will be required for a period of time until Incode 10 becomes the live system of record.

## Appendix A: Standard Data Layouts

The fields will be laid out in the following order. If the data does not exist in your existing software leave the column in the layout but leave the value empty. If there are additional fields you would like converted this should be discussed with your Project Manager as soon as it recognized. Your data will need to be provided in one of the approved formats stated above.

### General Ledger

**File Name: GL\_Fund.txt**

Required / One per Fund

Field Name	Required	Data Type	Notes
Fund Unique ID	Y	Varchar	Internal Use Only Used to link multiple records to a single fund
Fund Number	Y	Varchar	
Name	Y	Varchar	Name of the fund
Status Value	N	Varchar	Example: Active, Inactive, Suspended
Fund Balance GL Account	N	Varchar	Fund balance account associated with the fund
Fund Type	N	Varchar	Example: Agency, Capital Projects, EBT Service, Enterprise, Fixed Assets, General, Investment Trust, Long-Term Debt, Pension & Other Benefit Trusts, Permanent, Special Revenue, Internal Service, Component Unit

**File Name: GL\_Account.txt**

Required / One per Account

Field Name	Required	Data Type	Notes
Fund Unique ID	Y	Varchar	<a href="#">Links to Fund Unique ID in GL_Fund table</a>
Account Unique ID	Y	Varchar	Internal Use Only Used to link multiple records to a single account
Account Number	Y	Varchar	
Account Type	Y	Varchar	Example: Asset, Expense, Liability, Revenue, Equity
Name	Y	Varchar	Account name
Description/Title	N	Varchar	
Account Status	N	Varchar	Example: Active, Inactive, Suspended
Current Balance	N	decimal	Default = 0



## Accounts Payable

File Name: AP\_Vendor.txt

Required / One per Vendor

Field Name	Required	Data Type	Notes
Vendor Set	N	Varchar	AKA Company Code, Tax ID Groupings
Vendor Number	Y	Varchar	Alphanumeric
Vendor Unique ID	N	Varchar	Internal Use Only Every vendor needs a unique number
Name	Y	Varchar	Vendor name
File As	N	Varchar	AKA Sort Name
Email	N	Varchar	Vendor email address
Tax Payer Number	N	Varchar	Include the dashes
Vendor 1099 Value	N	Varchar	Example: SSN, EIN
Box 1099 Filing Value	N	Varchar	Example: Attorney, Medical, Non-Employee
Vendor Class	N	Varchar	
Vendor Status	N	Varchar	Example: Active, Inactive, On Hold
DBA Name	N	Varchar	Only populate if they have DBA in the name
Is Miscellaneous Vendor	N	Varchar	Example: Yes, No
Business Phone	N	Varchar	
Business Fax	N	Varchar	
Business Phone Extension	N	Varchar	

File Name: AP\_Contact.txt

Optional / One per Vendor, per Contact

Field Name	Required	Data Type	Notes
Vendor Unique ID	Y	Varchar	<a href="#">Links to Vendor Unique ID in AP_Vendor table</a>
Contact First Name	Y	Varchar	
Contact Last Name	Y	Varchar	
Email	N	Varchar	
Mobile Phone Number	N	Varchar	
Home Phone Number	N	Varchar	
Business Phone Number	N	Varchar	
Fax Phone Number	N	Varchar	

**File Name: AP\_Address.txt**

Required / One per Vendor, per Address

Field Name	Required	Data Type	Notes
Vendor Unique ID	Y	Varchar	<a href="#">Links to Vendor Unique ID in AP Vendor table</a>
Attention	N	Varchar	
Address Line 1	Y	Varchar	
Address Line 2	N	Varchar	
City	Y	Varchar	
Zip	Y	Varchar	
State	Y	Varchar	
Province	N	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Is Primary Business	N	Varchar	Example: Yes, No
Is Primary Shipping	N	Varchar	Example: Yes, No
Is Primary Remittance	N	Varchar	Example: Yes, No
Is Primary 1099	N	Varchar	Example: Yes, No
Is International	N	Varchar	Example: Yes, No

**File Name: AP\_Note.txt**

Optional / One per Vendor, per Note Subject

Field Name	Required	Data Type	Notes
Vendor Unique ID	Y	Varchar	<a href="#">Links to Vendor Unique ID in AP Vendor table</a>
Subject	N	Varchar	Note Type
Description	Y	Varchar	Note Text
Created By	N	Varchar	Name of creator
Created Date	N	Date	Date of Note

## Personnel Management

File Name: PY\_Employee.txt

Required / One per Employee

Field Name	Required	Data Type	Notes
Payroll Set Id	N	Varchar	AKA Company Code, Tax ID Groupings
Employee Number	Y	Varchar	
Employee Unique ID	Y	Varchar	Internal Use Only Every employee needs a unique number
Prefix	N	Varchar	
First Name	Y	Varchar	
Middle Initial	N	Varchar	
Last Name	Y	Varchar	
Suffix	N	Varchar	
Employee Name	N	Varchar	If the employee name is not broken out then populate
Email Address	N	Varchar	
Is Deceased	N	Varchar	Example: Yes, No
Status Code	N	Varchar	
Department Code	N	Varchar	
Social Security Number	N	Varchar	
Marital Status Type	N	Varchar	Example: Married, Single
Employee Pay Cycle Type	N	Varchar	Example: Daily, Weekly, Biweekly, Semi-Monthly, Monthly, Other
Employee Pay Cycle Times	N	Integer	Normal number of checks per year
Employee Pay Type	Y	Varchar	Example: Hourly, Elected Official, Retiree, Commission, Salary
Employee Category Type	Y	Varchar	Example: Full Time, Full Time Temporary, Part Time, Part Time Temporary, Seasonal
Hire Date	N	Date	
Leave Date	N	Date	
Termination Date	N	Date	
Termination Code	N	Varchar	Example: Retired, Fired, Quit
Longevity Date	N	Date	
Longevity Code	N	Varchar	
Birth Date	N	Date	
Work Location Code	N	Varchar	
Sex Type	N	Varchar	Example: Male, Female, Unknown

EEO4 Category Type	N	Varchar	Example: Officials and Administrators, Professionals, Technicians
Bargaining Unit Code	N	Varchar	
Division Code	N	Varchar	
Retirement Status Code	N	Varchar	
Retirement Date	N	Date	
Worker Compensation Code	N	Varchar	
EEO4 Function Type	N	Varchar	Example: Financial Administration, Community Development, Corrections

**File Name: PY\_Address.txt**

Required / One per Employee, per Address Code

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	<a href="#">Links to Employee Unique ID in PY_Employee</a>
Effective Date	N	Date	
Address Line 1	Y	Varchar	
Address Line 2	N	Varchar	
City	Y	Varchar	
State	Y	Varchar	
Zip Code	Y	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Address Code	N	Varchar	Example: Home, WIntegerer Home
County Code	N	Varchar	

**File Name: PY\_Retirement.txt**

Optional / Custom per site. Please provide all fields that might contain retirement information

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	<a href="#">Links to Employee Unique ID in PY_Employee</a>
Effective Date	N	Date	
Employee Reports Retirement	Y	Varchar	
Retirement Plan	N	Varchar	
Status	N	Varchar	

**File Name: PY\_DirectDeposit.txt**

Optional / One per Employee, per Direct Deposit Account

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	<a href="#">Links to Employee Unique ID in PY_Employee</a>
Bank Code	N	Varchar	
Bank Routing Number	Y	Varchar	
Account Type	Y	Varchar	Example: Checking, Savings
Account Number	Y	Varchar	Employee's Bank Account Number
Name On Account	N	Varchar	Employee's name
Type	Y	Varchar	Example: Amount, Percent, Remaining Balance
Amount	Y	Decimal	If Direct Deposit is an Amount Type then populate
Percent	Y	Decimal	If Direct Deposit is a Percent Type then populate
Sequence	N	Integer	The order Direct Deposits are taken out
Start Date	N	Date	
End Date	N	Date	
Is Active	N	Varchar	
Is Primary Account	N	Varchar	

**File Name: PY\_EmployeeDeductionCode.txt**

Optional / One per Employee, per Deduction Code

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	<a href="#">Links to Employee Unique ID in PY_Employee</a>
Deduction Code	Y	Varchar	Example: Health Insurance, Dental Insurance, AFLAC
Deduction Sub Code 1	N	Varchar	Further breakdown of deduction Code
Deduction Sub Code 2	N	Varchar	Further breakdown of deduction Code
Deduction Sub Code 3	N	Varchar	Further breakdown of deduction Code
Misc Flag 1	N	Varchar	Example: Benefit, Deduction, Before Tax, After Tax, Tax
Misc Flag 2	N	Varchar	
Employee Deduction Status	N	Varchar	Example: Active, Inactive
Employee Amount	Y	Decimal	Default 0
Employee Percent	Y	Decimal	Default 0
Employer Deduction Status	N	Varchar	Example: Active, Inactive
Employer Amount	Y	Decimal	Default 0
Employer Percent	Y	Decimal	Default 0
Effective Date	N	Date	

**File Name: PY\_EmployeeTax.txt**

Optional / One per Employee, per Tax Code

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	<a href="#">Links to Employee Unique ID in PY Employee</a>
Tax Code	Y	Varchar	Example: Federal, State, FICA, Medicare
Filing Status	N	Varchar	M = Married, S = Single
Allowances	N	Integereger	Default 0
Additional Allowances	N	Integereger	Default 0
Additional Amount	N	Decimal	Default 0
Additional Percent	N	Decimal	Default 0
Fixed Amount	N	Decimal	Default 0
Use Fixed Amount	N	Varchar	

**File Name: PY\_Contact.txt**

Optional / One per Employee, per Contact

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	<a href="#">Links to Employee Unique ID in PY Employee</a>
Contact Name	Y	Varchar	
Relation to Employee	Y	Varchar	Example: Spouse, Brother, Sister, Mother, Father
Home Phone	N	Varchar	
Work Phone	N	Varchar	
Work Phone Ext	N	Varchar	
Mobile Phone	N	Varchar	
Address Line 1	N	Varchar	
Address Line 2	N	Varchar	
City	N	Varchar	
State	N	Varchar	
Zip Code	N	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Is Emergency Contact	N	Varchar	

**File Name: PY\_Date.txt**

Optional / One per Employee, per Date Type

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	<a href="#">Links to Employee Unique ID in PY Employee</a>
Date Type	Y	Varchar	Example: Anniversary Date, Seniority Date Need all Dates that apply to the employee except for the following: Hire Date, Leave Date, Termination Date, Longevity Date, Birth Date, Cobra Expiration Date, Retirement Date, Visa Expiration Date, Drivers License Expiration Date, 1099R Effective Date
Date Value	Y	Date	

**File Name: PY\_Dependent.txt**

Optional / One per Employee, per Dependent

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	<a href="#">Links to Employee Unique ID in PY Employee</a>
Dependent First Name	Y	Varchar	
Dependent Middle Name	N	Varchar	
Dependent Last Name	N	Varchar	
Relation to Employee	Y	Varchar	Example: Son, Daughter
Social Security Number	N	Varchar	
Birth Date	N	Date	
Is Smoker	N	Varchar	
Is Student	N	Varchar	
Is Disabled	N	Varchar	
Is Benefit Eligible	N	Varchar	
Address Line 1	N	Varchar	
Address Line 2	N	Varchar	
City	N	Varchar	
State	N	Varchar	
Zip Code	N	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Home Phone	N	Varchar	
Work Phone	N	Varchar	
Work Phone Ext	N	Varchar	

**File Name: PY\_Note.txt**

Optional / One per Employee, per Note Subject

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	<a href="#">Links to Employee Unique ID in PY_Employee</a>
Subject	N	Varchar	Note Type
Description	Y	Varchar	Note Text
Created By	N	Varchar	Name of creator
Date	N	Date	Date of Note

**File Name: PY\_Phone.txt**

Optional / One per Employee, per Phone Type

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	<a href="#">Links to Employee Unique ID in PY_Employee</a>
Phone Code	Y	Varchar	Example: Cell Phone, Emergency Phone
Phone Number	Y	Varchar	
Phone Extension	N	Varchar	



# Appendix B: Legacy View Summation

Converting data can be extensive and expensive, but Tyler Technologies cuts the time and cost for you by offering Legacy Views—a unique method of converting and viewing historical data within Incode. Legacy Views are proven to shorten the implementation timeline, reduce risk of data errors, easily store and view historical data, and provide the ability to start fresh in Incode 10.

## Legacy Views – All Modules

All legacy views are searchable by all fields, and can be limited to a specific date range. In the example below, all transactions from legacy account numbers that contain “80” will be returned.

Legacy Account	<input type="text" value="80"/>	Vendor	<input type="text"/>
V.X Account	<input type="text"/>	Document	<input type="text"/>
Post Date	<input type="text"/> thru <input type="text"/>	Misc1	<input type="text"/>
Period	<input type="text"/>	Misc2	<input type="text"/>
Fiscal Year	<input type="text"/>	Misc3	<input type="text"/>
Packet	<input type="text"/>	Misc4	<input type="text"/>
Description1	<input type="text"/>	Misc5	<input type="text"/>

Miscellaneous columns are used to store additional information that does not have a column on the legacy view. This behavior exists in all legacy views, and can be hidden similar to all other grids by right clicking and choosing “select columns.” This is useful if the miscellaneous columns are not used.

Misc1	Misc2	Misc3	Misc4	Misc5
Bank Num: C01		TR Check No: 0	Memo: *****Alignment Mask	Status: 2
Bank Num: C01		TR Check No: 0	Memo: *****Alignment Mask	Status: 2
Bank Num: C01	586 SOUTH 9TH STREET,	TR Check No: 11	Memo: OCT'2013 TAX DIS	Status: 1
Bank Num: Z02	P.O. BOX 25128, SANTA F	TR Check No: 0	Memo: PR 9192013 - SIT	Status: 1
Bank Num: Z02	PO BOX 6850, SANTA FE,	TR Check No: 0	Memo: PR 8092013 -	Status: 2
Bank Num: Z02		TR Check No: 0	Memo: PR 2222013 -	Status: 2
Bank Num: Z02	500 WEST NATIONAL AV	TR Check No: 0	Memo: PR 8092013 -	Status: 1
Bank Num: L01		TR Check No: 21	Memo: 2ND QUARTER BIL	Status: 1
Bank Num: Z01		TR Check No: 55	Memo: 2013 ANNUAL IAA	Status: 1
Bank Num: Z01		TR Check No: 55	Memo: TO RECLASS CHE	Status: 1
Bank Num: L01		TR Check No: 21	Memo: PROMOTION OF B	Status: 1

While the client may load their own data into legacy views, there is a benefit to paying Tyler to do it for them. When Tyler imports, links are created between the legacy data and converted accounts/vendors/employees. This means that the Incode 10 production account/vendor/employee records are open, the associated legacy view data will be readily available in the same window.



# General Ledger

The general ledger has a single legacy view for transactions. In this example, transactions from account “101-000-1001” between January 1<sup>st</sup>, 2014 and December 31<sup>st</sup>, 2014 will be returned.

Old GL Account <input type="text" value="101-000-1001"/>	Vendor <input type="text"/>
New GL Account <input type="text"/>	Document <input type="text"/>
Post Date <input type="text" value="1/1/2014"/> thru <input type="text" value="12/31/2014"/>	Misc1 <input type="text"/>
Period <input type="text"/>	Misc2 <input type="text"/>
Fiscal Year <input type="text"/>	Misc3 <input type="text"/>
Packet <input type="text"/>	Misc4 <input type="text"/>
Description1 <input type="text"/>	Misc5 <input type="text"/>
Description2 <input type="text"/>	Import Date <input type="text"/> thru <input type="text"/>
Amount <input type="text"/>	

5435 records found

Old GL Account	New GL Account	Post Date	Period	Fiscal Year	Packet	Description1	Description2
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	BTU BUILDING	P2014 07 0156
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	SAN MIGUEL SU	P2014 07 0157
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	SAN MIGUEL SU	P2014 07 0157
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	BTU BUILDING	P2014 07 0156

In the example below the legacy account number of “101-000-1001” was converted as “101-10000” and by having Tyler import the data there is a link between the Legacy Views data and the converted account.

101-10000
Fiscal 
Balance:

CASH CLEARING ACCOUNT Pending:

	Old GL Account	New GL Account	Post Date	Period	Fiscal Year	Packet	Description
▶	101-000-1001	101-10000	7/17/2013	1	2013-2014	927	PINO'S
	101-000-1001	101-10000	7/22/2015	1	2015-2016	970	P.E.R.
	101-000-1001	101-10000	12/15/2014	6	2014-2015	932	BTU B
▲ Budget	101-000-1001	101-10000	10/8/2013	4	2013-2014	906	MAILF
Summary	101-000-1001	101-10000	8/18/2015	2	2015-2016	963	VERIZ
Detail	101-000-1001	101-10000	6/25/2015	12	2014-2015	981	TYLEF
Period Distributions	101-000-1001	101-10000	6/11/2014	12	2013-2014	932	ROME
Adjustments	101-000-1001	101-10000	6/24/2014	12	2013-2014	932	BTU B
Budget Notes	101-000-1001	101-10000	7/17/2013	1	2013-2014	927	OFFIC
History	101-000-1001	101-10000	12/30/2013	6	2013-2014	908	CLIFT
Detail	101-000-1001	101-10000	6/13/2014	12	2013-2014	932	PADIL
Period Activity	101-000-1001	101-10000	5/16/2014	11	2013-2014	920	QUICK
Fiscals	101-000-1001	101-10000	4/20/2015	10	2014-2015	958	CENTU
Journal Entries	101-000-1001	101-10000	3/9/2015	9	2014-2015	938	STAPL
Encumbrances	101-000-1001	101-10000	6/2/2015	12	2014-2015	981	TYLEF
Reserves	101-000-1001	101-10000	11/4/2013	5	2013-2014	907	OFFIC
Legacy History	101-000-1001	101-10000	4/20/2015	10	2014-2015	958	PNM E
Account	101-000-1001	101-10000	11/12/2014	5	2014-2015	930	SPC O
	101-000-1001	101-10000	9/26/2013	3	2013-2014	901	TRANI
	101-000-1001	101-10000	12/9/2013	6	2013-2014	908	CORP



# Accounts Payable

There are three legacy views in the accounts payable module: payable items, payables, and payments. These views do not link to each other which means all information can be converted in constraint-free. Below is a sample of a payment legacy view.

Vendor Set	Old Vendor Number	New Vendor Number	Vendor Name	Payable Id	Type	Invoice Post Date
01	45	00045	Gina's Baked Goods	14980	I	06/02/2008
01	45	00045	Gina's Baked Goods	16648	I	12/19/2011
01	45	00045	Gina's Baked Goods	15435	I	06/03/2009
01	45	00045	Gina's Baked Goods	15342	I	11/05/2008
01	45	00045	Gina's Baked Goods	14980	I	06/02/2008
01	45	00045	Gina's Baked Goods	15435	I	06/03/2009
01	45	00045	Gina's Baked Goods	16648	I	12/19/2011
01	45	00045	Gina's Baked Goods	14980	I	06/02/2008
01	45	00045	Gina's Baked Goods	16648	I	12/19/2011
01	45	00045	Gina's Baked Goods	15342	I	11/05/2008
01	45	00045	Gina's Baked Goods	15342	I	11/05/2008
01	45	00045	Gina's Baked Goods	15435	I	06/03/2009
01	10106	10106	Rick's Concrete	15617/15618	I	08/21/2009
01	10106	10106	Rick's Concrete	16444	I	08/18/2011
01	10106	10106	Rick's Concrete	16510	I	09/13/2011

When Tyler Technologies imports into legacy views, a link will be created between each legacy view and the Incode 10 vendor. Below is a view from the Incode 10 vendor manager showing the legacy view type (item, payable, payment), and the legacy vendor number and the corresponding Incode 10 vendor. In this instance, the legacy vendor "1199" is linked to "01199."

Name: TAXATION & REVENUE DEPART...		Status: Active	Pending	\$0.00				
Number: 01199		Vendor Set: 01 - Vendor Set 01	Balance	0.00				
			Pending + Balance	\$0.00				
General	Vendor Set	Old Vendor Num	New Vendor Num	Vendor Name	Payable Id	Type	Invoice Post Date	Invoice Payment
Profile	01	1199	01199	TAXATION & RE	368252	AP	7/24/2013	3,135.99
1099	01	1199	01199	TAXATION & RE	368926	AP	9/4/2013	2,656.50
Payment Terms	01	1199	01199	TAXATION & RE	369546	AP	10/16/2013	2,667.80
Addresses	01	1199	01199	TAXATION & RE	369099	AP	9/18/2013	0.52
Contacts	01	1199	01199	TAXATION & RE	369485	AP	8/6/2013	3,481.81
Notes	01	1199	01199	TAXATION & RE	370454	AP	12/11/2013	2,806.63
PO Notices	01	1199	01199	TAXATION & RE	368102	AP	7/10/2013	3,223.64
Payable Entry	01	1199	01199	TAXATION & RE	368680	AP	8/21/2013	2,762.76
Recurring Payables	01	1199	01199	TAXATION & RE	369874	AP	10/30/2013	2,780.85
Templates	01	1199	01199	TAXATION & RE	370014	AP	11/13/2013	2,545.57
History	01	1199	01199	TAXATION & RE	370531	AP	12/26/2013	2,771.20
Transactions	01	1199	01199	TAXATION & RE	370293	AP	11/26/2013	2,726.92
Outstanding Payables	01	1199	01199	TAXATION & RE	369087	AP	9/18/2013	2,723.01
Purchases	01	1199	01199	TAXATION & RE	369378	AP	10/1/2013	2,958.88
Payments								
Purchase Orders								



# Personnel

There are four legacy views in the personnel module: paycheck headers, taxes, deductions, and pay line items. Paycheck taxes, deductions, and pay line items are simply the detailed records of what make up the paycheck header information and similar to the accounts payable module, these tables do not link up. Below is a sample of the header legacy view.

Old Payroll Set	<input type="text"/>	Total Deductions	<input type="text"/>
Old Employee No	<input type="text"/>	Total Taxes	<input type="text"/>
New Payroll Set	<input type="text"/>	Net Pay	<input type="text"/>
New Employee Number	<input type="text"/>	Misc 1	<input type="text"/>
EmployeeName	<input type="text"/>	Misc 2	<input type="text"/>
Date	<input type="text"/> thru <input type="text"/>	Misc 3	<input type="text"/>
Type	<input type="text"/>	Misc 4	<input type="text"/>
Payment Number	<input type="text"/>	Misc 5	<input type="text"/>
Total Earnings	<input type="text"/>		

72 records found

Old Payroll Set	New Payroll Set	Old Employee No	New Employee Nu	EmployeeName	Date	Type	Payment Number
01	01	13	0013	Victorina Zetina	01/06/2011	Automatic	1571011183
01	01	320	0320	Kina Bissell	01/06/2011	Automatic	1571011205
01	01	13	0013	Victorina Zetina	01/06/2011	Automatic	1571011104
01	01	320	0320	Kina Bissell	01/20/2011	Automatic	1572421101
01	01	320	0320	Kina Bissell	01/20/2011	Automatic	1572421180
01	01	13	0013	Victorina Zetina	01/20/2011	Automatic	1572421051
01	01	320	0320	Kina Bissell	02/03/2011	Automatic	1573831051

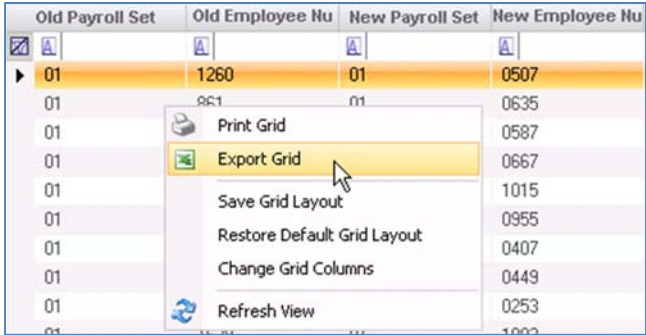
Similar to the above examples for general ledger and accounts payable, below are the results for pay header history that Tyler converted into legacy views to match up old employee "1624" to new employee number "0996." The same linking will be present in the earning, deduction, and tax history views.

Name: APODACA, ALFRED E.		Number: 0996		Status: Active				
Profile	Old Payroll Set	Old Employee Nu	New Payroll Set	New Employee Nu	Employee Name	Date	Type	Payment Number
Demographics	01	1624	01	0996	ALFRED E. APO	7/12/2013		0
Personal	01	1624	01	0996	ALFRED E. APO	8/23/2013		0
HR Information	01	1624	01	0996	ALFRED E. APO	11/15/2013		0
Employee Pay	01	1624	01	0996	ALFRED E. APO	2/22/2013		0
Leave	01	1624	01	0996	ALFRED E. APO	4/5/2013		0
History	01	1624	01	0996	ALFRED E. APO	4/19/2013		0
Employee Self Service	01	1624	01	0996	ALFRED E. APO	1/25/2013		0
Notes	01	1624	01	0996	ALFRED E. APO	3/22/2013		0
Documents	01	1624	01	0996	ALFRED E. APO	5/31/2013		0
Legacy History	01	1624	01	0996	ALFRED E. APO	9/6/2013		0
Legacy Pay History	01	1624	01	0996	ALFRED E. APO	8/9/2013		0
Legacy Earning Histor	01	1624	01	0996	ALFRED E. APO	7/26/2013		0
Legacy Deduction His	01	1624	01	0996	ALFRED E. APO	6/28/2013		0
Legacy Tax History	01	1624	01	0996	ALFRED E. APO	2/8/2013		0
	01	1624	01	0996	ALFRED E. APO	10/18/2013		0



# Running Reports

While no reports are created by Incode 10 for legacy views, it is very simple to create reports inside Excel. After the desired filters have been entered in the legacy view search options, the results can be exported with a right click in the grid as seen below.



Once the data is in Excel, reporting can be performed by the user. Most commonly used is Excel’s ability to group data with PivotTable features. Below, all employee net pays are grouped for the 2013 year.

The image shows an Excel PivotTable and its corresponding PivotTable Fields task pane. The PivotTable has two columns: 'Old Employee Number' and 'Total'. The data rows show employee numbers and their corresponding net pay amounts. The PivotTable Fields task pane is open on the right, showing a list of fields to add to the report: 'Old Payroll Set', 'Old Employee Number', 'New Payroll Set', 'New Employee Number', 'Employee Name', 'Date', 'Type', 'Payment Number', and 'Total Deductions'. The 'Old Employee Number' field is checked and is currently in the 'COLUMNS' area. The 'Total' field is in the 'FILTERS' area.

Old Employee Number	Total
1005	\$ 20,342.85
1067	\$ 27,922.59
1089	\$ 18,850.18
1090	\$ 11,295.90
1095	\$ 5,256.15
1112	\$ 22,038.29
1119	\$ 13,031.93
1153	\$ 12,542.57
1163	\$ 17,816.33
1175	\$ 26,181.91
1181	\$ 19,759.29
1192	\$ 16,214.07
1200	\$ 20,003.14
1218	\$ 20,234.48
1226	\$ 33,052.71
1228	\$ 3,136.17

PivotCharts are simple to create with PivotTable information. In the example below, a quick budget report was created for general ledger account 997-101-0722 showing the budgeted amount versus the actual spent.

