

City of Trinidad, Colorado
1878

CITY OF TRINIDAD
TRINIDAD, COLORADO

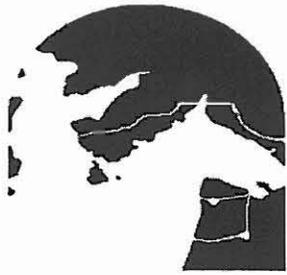
S P E C I A L M E E T I N G

There will be a Special Meeting of the City Council of
the City of Trinidad, Colorado, on Thursday, June 26, 2014,
at 5:30 p.m. in the
Council Chambers at City Hall

The following items are on file for consideration of City Council:

- 1) Consideration of finance software acquisition
- 2) Consideration of 2014-2015 Colorado Welcome Center Statement of Work

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Audra Garrett, City Clerk, 135 N. Animas Street, Phone (719) 846-9843, or FAX (719) 846-4140. At least a 48 hour advance notice prior to the scheduled meeting would be appreciated so that arrangements can be made to locate the requested auxiliary aid(s).



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: June 26, 2014
PREPARED BY: Lonny Medina, Finance Director
DEPT. HEAD SIGNATURE: *Lonny Medina*
OF ATTACHMENTS: 1

SUBJECT: Subscription agreement for new financial software.

PRESENTER: Lonny Medina, Finance Director

RECOMMENDED CITY COUNCIL ACTION: Approve Subscription agreement for the purchase of new financial software.

SUMMARY STATEMENT: The City's current Financial Software system was first purchased in the 1980's. Though updates have been made over the years the system is still based on old technology and is outdated with severe limitations. We ask that Council approve the purchase of modern financial software.

EXPENDITURE REQUIRED: Hosted by vendor – Subscription services of \$51,883 per year for 5 years plus an additional \$118,350 in 2015 for setup and conversion costs.

SOURCE OF FUNDS: General Fund and Enterprise Fund budget appropriations.

POLICY ISSUE: N/A

ALTERNATIVE: Purchase of new AS400 servers to continue with outdated financial software.

BACKGROUND INFORMATION:

- Current financial software is based on very old technology.
- Current IBM AS400 servers that house the current financial software have surpassed their useful life. IBM will not support these servers anymore and we cannot currently update our financial software on these servers. Servers could possibly fail at any time.
- "Hosted" software means the vendor will "Host" our Financial Information on their servers (Cloud computing) through internet connections. We would no longer have need for financial software servers and all IT back-ups, upgrades, maintenance and the City's data would be handled by the vendor at the vendor's site. A Hosted system will be updated regularly for technological changes and therefore the software should not become obsolete. Another big cost savings would be that offsite departments are not required to be networked by wire or VPN to the City's servers.
- Onsite software would require the purchase of software licenses and servers, additional work and maintenance by the IT department and networking equipment to offsite departments.
- For 2014 we budgeted a total of \$50,000 for new software. \$10,000 each out of the General, Power, Water, Gas & Sewer Funds.



AGREEMENT

This Subscription Agreement ("Agreement") is made this _____ day of _____ 2014 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and City of Trinidad, CO, with offices at 135 North Animas Street, Trinidad, CO 81082 ("Client").

WHEREAS Client selected Tyler to furnish, deliver, install and implement the services set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary");

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

1. SUBSCRIPTION AGREEMENT

1.1. Licenses. Tyler shall grant to Client and Client shall accept from Tyler, a non-exclusive, revocable, nontransferable, non-assignable license to use the software products solely for Client's own internal business purposes. Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with Tyler, and Tyler grants limited License to the Client to use these products. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as Named User subscriptions and may be accessed by no more than the specified named Users; (b) additional Named User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional Named User subscriptions are added; and (c) the added Named User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Named Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

1.2. Price.

1.2.1. The five (5) year financial obligation of the Client to Tyler for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. The price shall be payable by the Client to Tyler as provided in Section 1.3 hereof.

1.2.2. Services utilized as specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the Client shall be effective only if contained in a written Change Order or

similar written instrument signed by both parties.

- 1.2.3. The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by the Client and shall be paid over to the proper authorities by the Client or reimbursed by the Client to Tyler on demand in the event that Tyler is responsible or demand is made on Tyler for the payment thereof. If tax exempt, Client must provide Tyler with its tax exempt number or form.

1.3. Payment.

- 1.3.1. Upon receipt of executed Agreement, Tyler will invoice Client for the first year annual subscription fee and in each year through the end of the Term of this Agreement Client will remit to Tyler Subscription fees in the amount shown in the Investment Summary, attached hereto as Exhibit 1 of this Agreement with payment due within ten (10) days of the current year invoiced. Tyler will invoice Client in accordance with the terms of the Agreement. Until notified otherwise, Tyler shall mail invoices to the attention of Client Contact at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. Client will have a renewal option six (6) months prior to Agreement expiration.
- 1.3.2. CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE HOSTED APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, TYLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE HOSTED APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.
- 1.3.3. Client agrees to pay monthly for professional services incurred and limited to the hours specified within the Investment Summary. Additional hours must be through an approved change order.
- 1.3.4. Client agrees to make fee payments for added Named Users during any Term of this Agreement.
- 1.3.5. In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: Divisional COO at the address listed on the cover of this Agreement. Such written notice shall be provided to Tyler within fifteen (15) calendar days of Client's receipt of the invoice. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. Tyler shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by Tyler and Client to resolve any issues presented in Client's notification to Tyler. Client may withhold payment of only the amount actually in dispute until Tyler provides the required written response, and full payment shall be remitted to

Tyler upon Tyler completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if Tyler is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

- 1.3.6. Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, Tyler reserves the right to suspend delivery of all services under the Investment Summary.
- 1.4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall Tyler be liable for damages in excess of amounts paid by Client for the Subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.
- 1.5. Limited Warranty. Tyler warrants that the then current, unmodified version of the Tyler Software Products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 1.6. Confidentiality.
 - 1.6.1. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

1.6.2. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

1.7. Resolution of Disputes.

1.7.1. In the event of disputes pertaining to performance levels, upon Tyler's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. Tyler shall perform according to the problem resolution plan and shall be responsible for updating any hardware on Tyler's site or taking additional action within Tyler's control to reach the agreed upon performance level.

1.7.2. In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

1.8. Termination, Cancellation, or Modification. This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that Client licensed prior to this Agreement shall remain with Client under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and Client access to the licensed applications shall be denied. In the event of termination or cancellation, Client will be responsible for payments made by Tyler, or payments due from Tyler, to any third parties for the purchase of Systems software, other third party software or hardware delivered to Client's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, Client shall make a payment to Tyler for an early exit fee and any expenses incurred by Tyler prior to and/or during the exit process. If Client requests a data extract, Client will be responsible for payment of such services billed on a time and material basis.

1.9. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

1.10. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

1.11. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

- 1.12. Non-Appropriation. Client intends to remit and reasonably believes that moneys in an amount sufficient to remit all Subscription payments under this Agreement can and will lawfully be appropriated. Client acknowledges that appropriation of moneys for the Subscription payments beyond the current fiscal year is a governmental function to which Client cannot contractually commit and this Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If Client's governing board does not approve an appropriation of funds for the payment of Subscription payments coming due during the following fiscal year(s), Client shall have the right to terminate this Agreement on the last day of such fiscal year and return the Property without penalty or expense to Client in accordance with Section 8 of this Agreement; provided, however, Client shall give Tyler at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement. Client acknowledges that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the Property with property or services intended to perform substantially similar functions. Client, therefore, agrees to the extent permitted by applicable law (i) not to utilize these non-appropriation provisions for such purposes and (ii) if this Agreement is terminated because of non-appropriation of funds, not to purchase, lease, rent, or otherwise acquire property or services which are intended to perform substantially similar functions as those provided by the Property during the fiscal year following termination of this Agreement.
- 1.13. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.
- 1.14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Client's State of domicile.
- 1.15. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client. Client represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.
- 1.16. Subscription Services. For as long as a current subscription agreement is in effect, Tyler shall provide Client access to the Tyler Software Products then-licensed by Client in accordance with Tyler's then-current Service Level Agreement. The current Service Level Agreement is attached to this Agreement.

2. PROFESSIONAL SERVICES

- 2.1. Services Provided. Tyler shall provide some or all of the following services to Client, as evidenced in the attached Investment Summary:
 - 2.1.1. Installation as described in the Investment Summary;
 - 2.1.2. Conversion of Client's existing data as set forth in the Investment Summary. Client is responsible for reading and complying with Tyler's Conversion Statement.
 - 2.1.3. Training/Implementation as set forth in the Investment Summary.
- 2.2. Verification Testing of the Software Products.
 - 2.2.1. At the Client's request, within thirty (30) days after the Subscription site has been setup for the Client, Tyler will test the software products in accordance with Tyler's standard verification test procedure. Demonstration shall constitute Client's verification that the software products substantially comply with Tyler's current specifications for the most current version of the software products and functional descriptions of the software found in Tyler's written proposal to Client. Additional fees would apply to Client if this option is chosen.
 - 2.2.2. At its option, Client may perform Client's own defined internal validation process to test the software to substantially comply with Tyler's current specifications for the most current version of the software products and functional descriptions of the software found in Tyler's written proposal to Client. Such validation test shall constitute Client's verification.
 - 2.2.3. Notwithstanding anything contrary herein, Client's use of the software products for its intended purpose, or Client's live processing, shall constitute Client's verification of the software products, without exception and for all purposes.
 - 2.2.4. Verification or validation, by Client, that the software products substantially comply with Tyler's current specifications for the most current version of the software products and functional descriptions of the software found in Tyler's written proposal to Client shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, Client's sole right and remedy against Tyler shall be to require Tyler to correct the cause thereof.
 - 2.2.5. Tyler shall correct any functions of the software products which failed the standard verification testing or failed to comply with Tyler's current specifications for the most current version of the software products and functional descriptions of the software found in Tyler's written proposal to Client. If Client has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.
- 2.3. Professional Services Fees.

- 2.3.1. Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered, plus travel and other expenses, plus a 10% travel processing fee. Client agrees to pay Tyler for the actual amount of training provided. Client acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.
- 2.3.2. Upon the completion of each service day, or group of days, Tyler will present a Daily Log. Client's Project Manager will sign the report indicating acceptance of the service day(s) and its subsequent billing, or noting reasons for Client's non-acceptance of such. This acceptance is final.
- 2.3.3. Client is not charged for travel time to and from the Client's site. Only time spent on-site is billed as training time, with the exception of those cases in which the Client requires the Tyler trainer(s) to travel on the weekend, in which case Client will be billed for weekend travel time at a rate of \$500 per weekend day.
- 2.3.4. If Client travels to Tyler location for training, then Client agrees to pay all expenses related to transportation of Client's employees.
- 2.3.5. Payment is due within thirty (30) calendar days of invoice.
- 2.4. Training Environment. If training is being conducted at the Client's site, the Client is responsible for providing a productive environment to conduct training. Tyler is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of Client personnel to be trained. Time spent on-site by Tyler that results in non-productive training time beyond Tyler's control will be billed as training time. Tyler will make reasonable efforts to schedule training on dates requested by the Client. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the Client's site.
- 2.5. Site Requirements.
 - 2.5.1. Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
 - 2.5.2. Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. As a secondary connectivity tool to the Tyler Servers, Tyler will install a third party secure unattended remote connectivity program which is currently Bomgar. Client will need to provide Tyler a login account with local administrative privileges to the Tyler Servers. Tyler requires that Client also maintain an alternate remote connectivity method (including VPN, if necessary) for backup connectivity purposes. Tyler, at its option, will use the connections to assist with problem diagnosis and resolution.

- 2.6. Project Management. Client agrees to designate in writing a primary contact (the "Project Manager") to represent Client and help coordinate Client's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.
- 2.7. Additional Services. Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.
- 2.8. Limitation of Liability. Tyler shall not be liable for inaccurate data in Tyler's application software which is the result of conversion of inaccurate data from the previous system. Tyler's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The Client shall not in any event be entitled to, and Tyler shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.
- 2.9. Termination and Cancellation. In the event of cancellation or termination of this Professional Services Agreement, whether for cause or non-appropriation, Client will make payment to Tyler for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

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

City of Trinidad, CO

Tyler Technologies, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

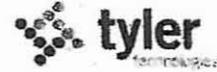
Title: _____

Date: _____

Date: _____

Investment Summary

Lonny Medina
City of Trinidad



Prepared for: Contact Person: Address: Phone: Fax: Email:	City of Trinidad Lonny Medina 135 North Animas St Trinidad, CO 81082 (719) 846-9843 x121 lonny.medina@trinidad.co.gov	Contract ID # :	2014-0160
		Issue Date:	6/19/14
		Sales Rep:	C. Dixon
		Tax Exempt:	Yes / No

Product, Service & Equipment	Upon Execution	Upon Delivery	As Progress Occurs	Totals	Annual Fees
Total Subscription Fees	47,703			47,703	47,703
Total Cash Collection Hardware		3,580		3,580	
Total Hosted (Online) Applications		800		800	3,180
Total Professional Services					
Implementation			65,500	65,500	
Project Management & Final Implementation			10,000	10,000	
Data Conversion			38,470	38,470	
Annual Services					
Tyler On Demand - Tyler U					1,000
Totals	47,703	4,380	113,970	166,053	51,883

Please Note: Travel expenses will be billed as incurred.

Subscription Summary

Lonny Medina
 City of Trinidad
 June 19, 2014



Investment Summary

Professional Services & Hardware	Cost
Implementation Services	63,000
Implementation Services - TMM	2,500
Professional Services	10,000
Data & Conversion Assistance Fees	38,470
Tyler On-Demand Setup Fee	800
Cash Collection Hardware	3,580
Services	118,350

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

Subscription - Hosted		Annual Fees
Length of Agreement	5 Years - 60 Months	
Annual Subscription Fee		34,263
Annual User Fee	28	13,440
Hosted Applications Annual Fee		3,180
Tyler U		1,000
Summary		51,883

***Note: Additional users may be added at any time at the per user rate of \$720 per year.*

Software Licenses

Lonny Medina
 City of Trinidad
 June 19, 2014



Application Software	Hours	Estimated Services
Incode Financial Management Suite		23,750
Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Accounts Payable)</i>	70	
CAFR Statement Builder	20	
Purchasing	24	
Fixed Assets	16	
Inventory Control	12	
Project Accounting	12	
Work Orders	12	
Financial & Utility Consulting Services	24	
Incode Personnel Management Suite		3,750
Personnel Management - HR Only	30	
Incode Court Case Management Suite		5,500
Criminal Court Case Management CO DMV interface	44	
Incode Customer Relationship Management Suite		25,000
Utility CIS System (Electric & Water, Gas) <i>(Smart Grid Support, Time of Use, Ratcheting, KVAR, Load Profiling)</i>	108	
Utility Handheld Meter-Reader Interface	N/A	
Cashiering <i>(Support Credit/Debit Cards via ETS, PCI Compliant)</i>	16	
Miscellaneous Accounts Receivable	12	
Building Projects	40	
Business License	24	
Incode Content/Document Management Suite		5,000
Standard Forms Package <i>(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)</i>	Included	
Custom Form Service (pricing per form)	Included	
Enhanced Utility Bill Form Service <i>(Laser Bill 8.5"x11", up to 2 graphs)</i>	Included	
Secure Signatures <i>(includes 2 signatures)</i>	Included	
Each Signature (scan and prepare for use)	Included	
Output Director		
Output Director <i>(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)</i>	8	
Content Management		
Tyler Content Manager Standard Edition (TCM SE) <i>(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)</i>	32	
System Software & Network Services		
System Software		
Professional Services		10,000
Final Implementation	40	5,000
Project Management		5,000
Incode Application Subtotal	504	63,000
Professional Services	40	10,000
Application and System Software Total		73,000

Software Licenses

Lonny Medina
City of Trinidad
June 19, 2014



Application Software	Hours	Estimated Services
Tyler Meeting Manager		
Tyler Meeting Manager	20	2,500

Professional Services

Lonny Medina
 City of Trinidad
 June 19, 2014



Conversion Services	Conversion Programming Fee	Estimated Hours	Estimated Services	Conversion Services
Financial Applications				
General Ledger				
Chart of Accounts - No History	1,213	4	500	1,713
Budgets	508	4	500	1,008
Detail History	1,738	4	500	2,238
History (Previous Years COA & Detail)	1,510	6	750	2,260
Encumbrances	N/A			N/A
Accounts Payable				
Vendor File - No History	1,013	4	500	1,513
Fixed Assets				
Master File	1,013	4	500	1,513
Depreciation History	510	4	500	1,010
Court Applications				
Criminal Court Case Management				
Citation/Case Information	2,000	8	1,000	3,000
Violation (offense) Information	incl.			
Fee/Fine/Cost Assessments	incl.			
Fee/Fine/Cost Payments	incl.			
Fee/Fine/Cost Non-Cash Credit	incl.			
Bond Information	incl.			
Warrant Information	incl.			
Officers	incl.			
Witnesses	incl.			
Defendants	incl.			
Offense Code Master	incl.			
Vehicles	incl.			
Attorneys	incl.			
Citation History	incl.			
Receipts	incl.			
CRM Applications				
Utility CIS - MMS				
Account/Address Master (includes contacts & properties)	2,235	8	1,000	3,235
Current & Past Service/Meter Information	1,888	8	1,000	2,888
Current Year Transactions (bill, payment, late charge, etc)	1,720	12	1,500	3,220
History Transactions	1,720	16	2,000	3,720
Consumption History (readings, dates & usage)	1,720	16	2,000	3,720
Electric Demand	710	8	1,000	1,710
Deposits	incl.	incl.		
Notes (occupant & address)	incl.	incl.		
Business License				
Master (includes contacts & properties)	722	8	1,000	1,722
Comments/Notes	incl.	incl.		
AS400 Data Extraction				
Performed by 3rd party contractor	4,000			4,000
Conversion Services Subtotal	24,220	114	14,250	38,470
Conversion Services Total	24,220	114	14,250	38,470

Note:
 Financial data conversion consists of current year plus 2 years history.
 Utility Billing conversion data consists of current year plus 5 years history.

Cash Collection Hardware

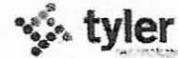
Lonny Medina
City of Trinidad
June 19, 2014



Misc. Hardware and Network Equipment	QTY	Price
<u>Cash Collection</u>		
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	2	2,100
Media Plus Automated Cash Drawer -Black NEW (INCODE)	2	400
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	2	700
Mag Stripe Reader - On-Premise V.X	2	380
Hardware & System Software Subtotal		3,580
Hardware and System Software Total		3,580

***All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper

***ALL MEDIA PLUS CASH DRAWERS ARE: 5" high, 16" deep, 17" wide



Hosted Applications

Lonny Medina
City of Trinidad
June 19, 2014

Service	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee	1	800	800	
- Hardware Configuration				
- DNS registration				
Monthly fee to support and host Web site		25 /month	300	300
INCODE Utility Billing On-Line Component				
Utility Billing Online (4 cents per bill, per month)	2,500	0.04 /month	1,200	1,200
- Data extraction and storage				
- Display of:				
• Current status (late, cut off etc)				
• Action needed to avoid penalty				
• Current Balance				
• Deposits on file (optional)				
• Last payment date				
• Last payment amount				
• Payment arrangements on file				
• Last bill amount				
• Last bill date				
• Bill due date				
• Contracts on file and status				
• Transaction history				
- Online Payments				
• Payment packet is created to be imported to Utility System				
<i>NOTE: Customer pays \$1.25 fee per transaction for payment on-line.</i>				
INCODE Court Online Component				
Monthly support/maintenance fee		35 /month	420	420
- Display of citation/citations for payment				
- Display of Payment Plans				
- Payment Options				
- Drivers Safety Course				
- Deferred Disposition				
- Make Payment				
- Collects plea from defendant				
- Security -- SSL (Secure Socket Layer)				
- Payment Processing - Credit Card				
• Payment packet is created to be imported to Court System				
<i>NOTE: Defendant pays \$2.50 - \$3.50 fee per transaction for payment on-line.</i>				
INCODE Building Projects Online Component				
Monthly support/maintenance fee		35 /month	420	420
- Display of project status				
- Display of projects for payment				
- Schedule/Re-Schedule inspections				
- Security -- SSL (Secure Socket Layer)				
- Payment Processing - Credit Card				
• Payment packet is created to be imported to Building Project System				
<i>NOTE: Customer pays \$1.25 fee per transaction for payment on-line.</i>				
INCODE Business License Online Component				
Monthly support/maintenance fee		35 /month	420	420
- Display of license status				
- Display of license for payment				
- Security -- SSL (Secure Socket Layer)				
- Payment Processing - Credit Card				
• Payment packet is created to be imported to Business License System				
<i>NOTE: Customer pays \$1.25 fee per transaction for payment on-line.</i>				
INCODE Call Center Online Component				
Monthly support/maintenance fee		35 /month	420	420
- Create code enforcement complaints online				
- View complaints (open, closed)				
- Security -- SSL (Secure Socket Layer)				
Hosted Applications Total			\$3,980	\$3,180

Tyler On Demand - Tyler U

Lonny Medina
City of Trinidad
June 19, 2014



Service

Annual Fee

Tyler On Demand - Tyler U

Tyler U Subscription	1,000
<ul style="list-style-type: none">- 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: www.learningmarket.org

Tyler Online Training Center Total

1,000

Exhibit 2

Tyler Business Travel Policy

1. Air Travel

A. Reservations and Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and

the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

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

D. Parking and Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

5. Entertainment

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

6. Internet Access – Hotels and Airports

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

Effective April 1, 2012



WEB SERVICES - INTERNET BASED PRODUCTS

SUBSCRIPTION AGREEMENT

THIS AGREEMENT is effective as of the date of acceptance set forth at the end hereof, and is by and between Tyler Technologies, Inc., hereinafter referred to as "Tyler" and the party signing this agreement as the "Subscriber".

1. DEFINITIONS

Tyler Web Services Tyler Web Services are designed to enable Subscriber to easily establish a presence on the Internet. Tyler Web Hosting and Design is composed of the Tyler Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

Tyler Utility Billing On-Line The Tyler Utility Billing On-Line Component allows the Subscriber to make available certain information from their Tyler Utility Billing System to citizens with Internet access. This information is posted to Subscriber's web site, which is hosted on Tyler's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.

Tyler Court On-Line The Tyler Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. Since it was designed by Tyler, this system interfaces seamlessly with Tyler's InCourt Municipal Court System.

Tyler Building Projects On-Line The Tyler Building Projects On-Line Component allows the Subscriber to make available certain information from their Tyler Building Projects System to citizens with Internet access. This information is posted to Subscriber's web site, which is hosted on Tyler's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their Building Projects over the Internet using a credit card.

Tyler Business License On-Line The Tyler Business License On-Line Component allows the Subscriber to make available certain information from their Tyler Business License System to citizens with Internet access. This information is posted to Subscriber's web site, which is hosted on Tyler's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Business License status, business license renewal and the opportunity to pay their Business License over the Internet using a credit card.

Tyler Call Center On-Line The Tyler Call Center On-Line Component allows the Subscriber to make available certain information from their Tyler Call Center System to citizens with Internet access. This information is posted to Subscriber's web site, which is hosted on Tyler's web server. With the

proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.

Tyler Property Tax On-Line The Tyler Property Tax On-Line Component allows the Subscriber to make available certain information from their Tyler Property Tax System to citizens with Internet access. This information is posted to Subscriber's web site, which is hosted on Tyler's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.

2. AGREEMENTS

- 2.1. TERM. Subscriber must return an executed copy of this Agreement to Tyler within 90 days from the issue date. Thereafter, the Agreement will be voided and is subject to change. Subject to the limitations of this Section 1, and unless otherwise provided for in this Agreement, the term of this Agreement shall commence as of the effective date and shall continue for three (3) years. The term shall thereafter be automatically extended in separate consecutive periods of twelve (12) months duration unless either party gives written notice to terminate. Notice to terminate must provide at least sixty (60) day notice of said intent. In the event that the Subscriber fails to pay any amount payable to Tyler hereunder, when due, or fails to comply with any other provision of this Agreement, Tyler may terminate the Subscriber's rights by written notice to that effect to the Subscriber. Tyler may, by written notice to the Subscriber, terminate its obligations under this Agreement in the event that Tyler, for whatever reason, ceases to host Subscriber's Web Site. A termination of the Subscriber's rights under this Agreement shall not terminate any of the parties' rights under this Agreement to receive or hold amounts rightfully owing to the respective party pursuant to the terms of this agreement or to enforce the intellectual and proprietary rights in the Tyler concept, web site, software, and technology. Upon termination or non-renewal of this agreement, the parties shall each promptly account for all due but unpaid amounts hereunder. If Subscriber wishes to terminate before the stated term expires, Subscriber must give sixty (60) days written notice in order not to incur termination costs of \$795.00. Please also see section entitled "TERMINATION" in this Agreement.
- 2.2. Nature of Web Site. Tyler shall maintain a web site accessible over the Internet, for Subscriber. This web site shall contain both static information pages, non-static interactive pages as well as payment function pages. The web site shall allow a citizen with Internet access to view relevant data provided by Subscriber. This data may include certain data elements from Subscriber's Tyler Software System. This web site shall be equipped to accept payment of amounts owed to Subscriber, via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
- 2.3. Data Procurement. Tyler must host the components and services listed in the Investment Summary of this Agreement. The Subscriber will be required to setup a merchant account with Electronic Transaction System Corporation or authorized.net for the sole use of Tyler Web Service transactions. The merchant account must be setup to fund to the Subscriber bank account. All fees for the merchant account will be paid by Subscriber.

Subscriber will be required to install and run Tyler Web Services in order for the Tyler On-Line application to access and transfer the necessary data from the Subscriber's primary software system, to Tyler's web server. The transfer will occur on a real time basis. Additionally, certain information, such as payment information, must be conveyed to Subscriber. Tyler will assume responsibility for transferring such information back to Subscriber on a regular basis. Tyler Web Services requires a dedicated IP address. Assignment of dedicated IP address is the sole responsibility of Subscriber.

- 2.4. LICENSED SOFTWARE OWNERSHIP. Subscriber agrees that Tyler possesses exclusive title to and ownership of the Tyler Software.
- a. Subscriber agrees that Subscriber acquires neither ownership nor any other interest in the Tyler Software, except for the right to use and possess the Tyler Software in accordance with the terms and conditions of this Agreement.
 - b. All rights not expressly granted to Subscriber in this Agreement are retained by Tyler.
 - c. Subscriber agrees that Tyler Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by Tyler are and shall remain the exclusive property of Tyler. Subscriber agrees that the Tyler Software consists of Tyler's trade secrets. Tyler shall retain all copyrights in the Tyler Software, whether published or unpublished.
 - d. Tyler agrees that all data provided to Tyler for the purposes of generating the web site shall remain the property of Subscriber. Should Subscriber terminate the Internet Services in good standing and in accordance with the termination provisions of this Agreement, Tyler agrees to return to Subscriber, all graphics, text documents, and data files held by Tyler.
- 2.5. Subscriber MEMBERSHIP FEES. For establishing new Tyler Web Services, the Subscriber shall pay to Tyler the amounts as stated in the Investment Summary.
- 2.6. INSITE FEES. Tyler may increase the INSITE per-transaction fee for online payment no more than once per year with prior written notice.
- 2.7. NOT ASSIGNABLE. The rights of the Subscriber under this Agreement are not assignable without the prior written consent of Tyler. Any attempt to sublicense, assign, encumber or transfer any of the rights, duties or obligations under this Agreement by the Subscriber is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 2.8. SOFTWARE MAINTENANCE. This SUBSCRIPTION AGREEMENT includes unlimited telephone support, support by communication modem, and all software upgrades, enhancements and new releases. Tyler reserves the right to change the functionality of future releases of its software and Subscriber understands that Tyler is not obligated to include specific functionality in future releases unless provided for herein.
- 2.9. PARTIAL INVALIDITY. Should any provision or clause of this Agreement be held to be invalid, such invalidity shall not affect any other provision or clause hereof, which can be given effect without such invalid provision or clause.

2.10. RESPONSIBILITY OF DATA. Tyler will assume responsibility for all data transfer, but not responsible for data accuracy.

2.11. SITE REQUIREMENTS.

a. Subscriber shall maintain a high speed internet connection (1.5mbps download AND 512kbps upload) with a static IP address and must be able to provide Tyler with IP connection to Subscriber's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. Tyler shall use the connection to assist with problem diagnosis and resolution. Tyler is not responsible for purchase of VPN client software license or configuration of Subscriber's firewall settings. No wireless Internet connections allowed.

b. Tyler shall provide Subscriber with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If Subscriber will not allow access through GotoAssist, Tyler cannot guarantee support standards will be met.

2.12. PROPRIETARY INFORMATION.

a. Distribution of Tyler Software. Subscriber may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Software, in whole or in part, or any copy of the same in any form, to any other person or entity.

b. Software as Trade Secret. Subscriber shall maintain the confidentiality of the Software and unless specifically authorized by Tyler or except for ordinary and necessary backup purposes, Subscriber may not make or have made any copies of the Software or any part thereof. Subscriber shall include Tyler's proprietary notice or other legend on any copies made by Subscriber as permitted hereunder.

2.13. WARRANTY, DISCLAIMER, LIMITATION ON LIABILITY. Tyler warrants that the Software will substantially conform to current specifications delivered by Tyler to Subscriber pursuant to this Agreement, including Tyler's response to the Request for Proposal for six (6) months following installation; provided, however, that Tyler's warranty hereunder shall not cover or apply to any software or part thereof that is not developed or designed by Tyler. In the event that the Software is found to be defective in such respect and Subscriber notifies Tyler in writing within six (6) months after its receipt of the Software of any substantial non-conformity of the Software with such specifications, Tyler's sole obligation under this warranty is to remedy such defect within a reasonable time. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TYLER SHALL IN NO EVENT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE CHARGES PAID BY SUBSCRIBER HEREUNDER FOR THE DEVELOPMENT AND LICENSE OF THE SOFTWARE. IN NO EVENT SHALL TYLER BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.14. HOLD HARMLESS. Subscriber agrees that it will hold Tyler harmless against any claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to

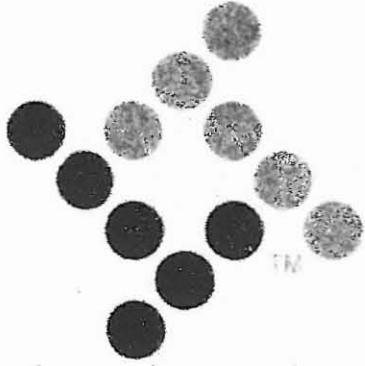
- a. Subscriber's failure to implement any corrections, improvements and new releases relating to the Software, or any part thereof,
- b. Subscriber's unauthorized alterations to or use of the Software, or
- c. Subscriber's breach of any of its obligations to maintain the confidentiality of the Software or Subscriber's unauthorized copying thereof.

2.15. TERMINATION. This Agreement or any license referenced hereunder may be terminated by Tyler upon written notice to Subscriber if Subscriber performs any breach of the terms of this Agreement. At the date of termination of this Agreement, Subscriber shall promptly return to Tyler any Software, related documentation, materials and other property of Tyler then in its possession, and any copies thereof wherever located. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Software shall survive the termination of this Agreement.

2.16. GENERAL.

- a. This Agreement shall be governed by the laws of Subscriber's state of domicile and constitutes the entire Agreement between the parties hereto with respect to the Software described herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to the matters set forth herein.
- b. All acceptances by Tyler of purchase orders and all sales by Tyler are expressly limited to and made on the basis of the terms and conditions set forth herein, notwithstanding receipt or acknowledgment of Subscriber's order forms or specifications containing additional or different provisions, or conflicting oral representations by an agent, representative or employee of Tyler. Any such additional or different terms are hereby objected to. All acceptances by Tyler are expressly conditional on Subscriber's assent to the additional or different terms and conditions set forth in this Agreement. If these terms and conditions are not acceptable, Subscriber should notify Tyler at once.

Exhibit 3



tyler
technologies

Statement of Work

Software and Implementation Services

Prepared for:

City of Trinidad, CO

Prepared by:

Tyler Technologies, Inc.
www.tylertechnologies.com

June 11, 2014

Table of Contents

PROJECT SCOPE & SUMMARY 3

DATA CONVERSION 5

 INVOICING AND CLIENT SIGNOFFS 5

 KEY PROJECT ASSUMPTIONS 5

 OUT OF SCOPE 6

RISK / MITIGATION STRATEGY 7

 UNAVAILABILITY/INCOMPATIBILITY OF STAFF 7

 CLIENT STAFF UNAVAILABILITY 7

 SCOPE CHANGES 7

 ACTIVITY FOCUS 7

 INCOMPLETE LEGACY, INTERFACE DOCUMENTATION 8

 ACHIEVABLE GOALS 8

 TECHNOLOGY AGE 8

CRITICAL SUCCESS FACTORS 8

FUTURE AMENDMENTS TO SCOPE 9

PROJECT MANAGEMENT 9

 STAFFING 9

 PROJECT SCHEDULE 10

DEVELOPMENT TOOLS 10

DOCUMENTATION 10

 TYLER-PROVIDED DOCUMENTATION 10

 CLIENT-PROVIDED DOCUMENTATION 10

SOW ATTACHMENTS LISTING 11

SOW Attachment A – (Sample) Work Acknowledgement Form 11

SOW Attachment B – (Sample) Change Order Form 11

SOW Attachment C - Hardware / Software Requirements 11

SOW Attachment D – Standard Interfaces 11

SOW Attachment E – Conversion Detail 11

ATTACHMENTS 12

PROJECT SCOPE & SUMMARY

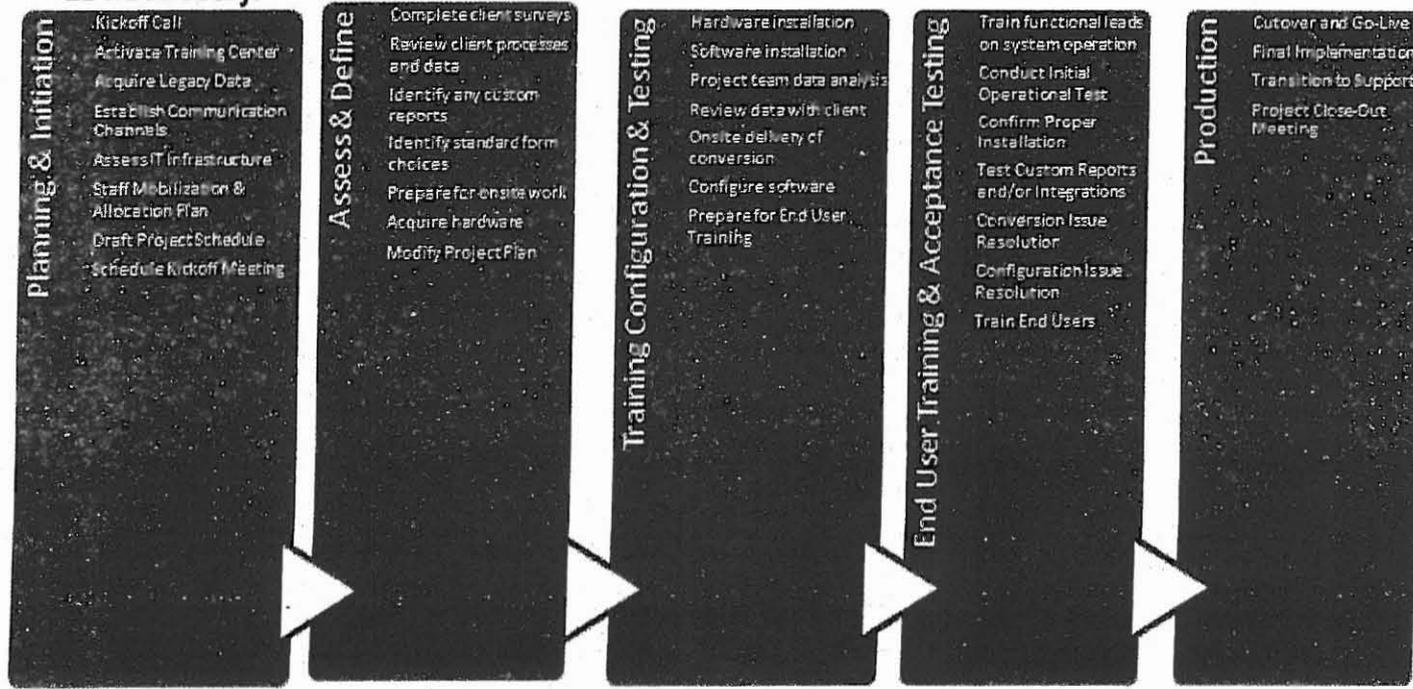
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in SOW Attachment D – Standard Interfaces. 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 project or to projects with multiple 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 SOW Attachment A- (Sample) Work Acknowledgement Form) 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.

Attachment E – Conversion Detail 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.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - 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 Attachment F-Customizations. 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 an Attachment F 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 Attachment F-Customizations. If there are no customizations to the software, there will be no Attachment F 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. There are no custom interfaces included in the scope of the agreement unless detailed in Attachment F-Customizations.

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 Attachment F-Customizations.

- 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 Attachment A-(Sample) Work Acknowledgement Form) to formalize receipt. The Work

Acknowledgment 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 Attachment A) 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

<p>SOW Attachment A – (Sample) Work Acknowledgement Form</p> <p>This form provides the means for the Client to accept work provided or provide reason for denial of a work.</p>
<p>SOW Attachment B – (Sample) Change Order Form</p> <p>Any change in the project must have a completed and approved Change Order.</p>
<p>SOW Attachment C - Hardware / Software Requirements</p> <p>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.</p>
<p>SOW Attachment D – Standard Interfaces</p> <p>This document provides a summary description of the purpose and function of the interface along with field specifications.</p>
<p>SOW Attachment E – Conversion Detail</p> <p>Provides a description of the conversion process and legacy data specifications for each application suite.</p>

Attachment B- Change Order Form

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

Statement of Work Attachment D - Standard Interfaces

V.X Utility Billing Handheld Meter Reader Interface

Purpose

The handheld meter interface allows users to define the definitions for meter reading import and export files.

File Definition

The interface allows users to define how to interpret data records from an external file that can be exported from the system and or imported from another system. The data in these files is then used to update meter reading data. Users can define multiple definitions and save them in the system.

File layout options are:

- File Type Options
 - Binary Sequential
 - Delimiter
 - (None)
 - Comma
 - Tab
 - Line Sequential
 - Delimiter
 - (None)
 - Comma
 - Tab
 - XML File
 - No Delimiter
- Record Type Options
 - Header
 - Section Header
 - Detail
 - Section Trailer
 - Trailer

Data elements available are:

- Field Names – Record Type “Header”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id

- Record Type
- Route
- Route Count
- Route Segment
- Field Names – Record Type “Section Header”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment
- Field Names – Record Type “Detail”
 - 5OESS
 - Account
 - Account Number
 - Account Service UDD
 - Account Status
 - Account UDD
 - Add. Full
 - Add. Number
 - Add. Number/Street
 - Add. Street
 - Add. Unit
 - Address Service UDD
 - Alert Code
 - Badger Serv. Number
 - Billing Cycle
 - Cannon Meter
 - Current Read
 - Customer Class
 - Cycle
 - Datamatic Read Type
 - Demand Decimals
 - Device Code
 - Dialog N/W ID
 - Dials
 - Expected Consumption
 - Filler

- High Audit
- High Consumption
- Instruction Code
- Itron Read Type
- Job Label
- Job Number
- Latitude
- Line Return
- Location Code
- Location Description
- Longitude
- Low Audit
- Low Consumption
- Meter Group Code
- Meter Make
- Meter Number
- Meter Read Type
- Meter Sequence
- Meter Serial
- Meter Size
- Meter Status
- Meter Type
- Meter UDD
- MTS Indicator
- Multiplier
- Name
- No Delimiter
- Number Estimated
- Occupant
- Prev. Demand Cons.
- Prev. Demand Read
- Prev. Read
- Prev. Read Date
- Prev. Read Minus X
- Prev. Read Plus X
- Property Acc. Number
- Read Group
- Read Sequence
- Reading Skip
- Record Counter
- Record ID
- Record Type
- Remote Read ID
- Remote Read Type
- Route
- Route Segment
- Service Address UDD
- Service Category
- Service Code
- Service Description
- Slot

- Tamper Code
- Touch Meter Number
- TWACS Account Slot
- Walk Sequence
- Field Names – Record Type “Section Trailer”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment
- Field Names – Record Type “Section Trailer”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment

TYLER ONPREMISE MANAGED SYSTEM REQUIREMENTS

Tyler Technologies' On Premise Managed 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.

WORKSTATION

Component	Requirement
Processor	Multi Core
Memory	1 GB RAM for XP Pro; 2 GB RAM for Vista OS & Windows 7
Disk Space	5 GB available disk space
Operating System	Windows XP Pro SP3, Windows Vista Pro, or Windows 7 Pro ¹⁰
Network	Gigabit Ethernet
Network Environment	Latest Windows Updates

¹⁰ Windows 95/98/ME, XP Home, and Vista Home editions and workgroup or peer-to-peer networks are not supported.

INFRASTRUTURE

Item	Specification
Internet Connection	Minimum 3Mb down and 1.5 Mb up
Rack Support	2U Rackspace in cooled enviroment
Power	2-110 Power Outlets
Network Connection	Available Dual Gigabit Ethernet Connections

BANDWIDTH

Item	Specification
Citrix ICA Client	Average usage—30kbps per connection
Web Browser Client	Average usage—150k per connection
Imaging Client	Average usage—300k per connection
Eagle Client	Average usage—150k per connection

Based on your identified usage above Tyler requires the specified amount of dedicated bandwidth for the Tyler software.

BROWSER COMPATIBILITY

Web
<ul style="list-style-type: none">▪ IE 7+¹²▪ Chrome¹²▪ Firefox¹²▪ Safari

¹² These browsers are tested regularly for compatibility; the others are not tested regularly but are supported.

PERIPHERALS

Cashiering Equipment

Equipment	Model
Receipt Printer	Epson 6000
Cash Drawer	Media Plus Automated Cash Drawer
Barcode Scanner	Symbol LS2208
Utilities	
Card Swiper	Magtek Mini Swipe Reader
Label Printer	Zebra Thermal Transfer Printer TLP2844
Cash Drawer	MMF MediaPLUS Automated Cash Drawer with USB or APG Vasario Cash Drawer BL1616
Check Scanner	Canon CR-180

Epson 6000 Thermal Receipt Printers require USB ports and can be configured for Ethernet with optional adapters. An approved ETS-encrypted mag stripe reader is required for card reading.

Court

Equipment	Model
Signature Pad	T-L462-B-R, T-LBK462-B-R, or T-LBK462-BSB-R
Camera	Logitech C310HD WebCam

Printer Compatibility

Many Hosted users print forms and reports directly from the application to their printers. We recommend using laser printers because they offer universal compatibility for all applications.

Printer Type	Report s	Forms	Additional Criteria
Any Laser Printer ¹⁰	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PCL 5 or above

¹⁰ Dot matrix printers are not supported. HP Printers are highly recommended.

Scanner Compatibility

If you are using TCM, TWAIN compatible scanners are required. You can use any TWAIN compatible scanner; however, if it's not listed on the Scanner Compatibility Chart, you may have reduced functionality.

Scanner Brand	Scanner Model	
Canon	▪ DR-5010C	▪ DR-X10C
	▪ DR-2510C	▪ DR-7550C
	▪ DR-4010C	▪ DR-6050C
	▪ DR-3010C	▪ DR-9050C
	▪ DR-M160	
Fujitsu	▪ fi-6110	▪ fi-6130Z
	▪ fi-6670	▪ fi-6140Z
	▪ fi-6770	▪ fi-6230Z
	▪ fi-6240Z	
Graphlex	▪ CS500 Pro ¹¹	
Hewlett Packard (HP)	▪ ScanJet 8250 ¹¹	
	▪ ScanJet 8350 ¹¹	
	▪ ScanJet 8390 ¹¹	
Panasonic	▪ KV-S2045C ¹¹	
Xerox	▪ Documate 152 ¹¹	

¹¹Not fully supported - These scanners have not been tested in our lab. They are in use by one or more customers and may have issues

that have not been reported.

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.

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 financial 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 *Financial Data Conversion Specification* document.

General Ledger

Standard Conversion Includes:

- Fund and account lists
- Summarized history for current fiscal year plus two prior fiscal years
- Budgets and budget adjustments for current fiscal year plus two prior fiscal years

Additional Options:

- Additional summarized history and budgets (fee per fiscal year)
- Transaction history stored in Historical Legacy Views
- Transaction history (fee per fiscal year)

Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact
- 1099 balances provided by client for current year

Additional Options:

- Vendor notes and additional contacts
- Detailed history stored in Historical Legacy Views
- Detailed vendor invoice history, payable items and distribution (fee per fiscal year)
- Additional vendor sets (fee per set)

Personnel Management (Payroll and Human Resources)

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, standard dates (i.e., hire, birth, leave, termination), standard phones (i.e., work, home, cell), direct deposit, position, retirement, deductions and taxes
- Current year leave balances
- Current year detailed employee pay history such as paycheck, earnings, earning distribution, deductions and taxes OR current year quarterly summarized history

Additional Options:

- Dependent details, additional contacts, notes, additional dates (e.g., anniversaries, seniority), additional phones (e.g., spouse, fax)
- Direct deposit detailed history
- Additional payroll set (fee per set)
- Additional detailed employee pay history stored in Historical Legacy Views
- Additional years of employee pay history (fee per year)
- Human Resources data such as certifications, discipline, education, grievances, reviews, photos, training, and workers compensation (custom quote)

Fixed Assets

Standard Conversion Includes:

- Asset information, improvements
- Accumulated totals, no history

Project Accounting

Standard Conversion Includes:

- Open Projects, project accounts and project notes
- Open project account budgets
- Open project account detail

Inventory

Standard Conversion Includes:

- Inventory items, item locations and item vendors

Applications not converted

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

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:

- Combining/splitting of GL account numbers
- Converting records with counts lower than 50 for Personnel Management, 100 for Fixed Assets and 250 for all other 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.



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Utility Billing Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Utility Billing Suite. This is not a complete description; for a complete description, please refer to the *Tyler Technologies Utility Billing 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 training and go-live

Data Conversion

The Utility Billing conversion has additional options that can be purchased depending on the level of data to be converted. Each option has a different cost associated with it.

Utility Billing

Standard Conversion Includes:

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Properties
- Account Master
- Meters
- Transaction History – Includes current year plus 1 prior year
 - If the transaction history is not clean it may not be possible to convert. In this case, balances would be required to be provided by you and these would be converted in place of the detailed transactions.
- Services Metered – Includes 1 metered services
- Services Non-Metered – Includes up to 2 non-metered services
- Bill Compare ran against one billing cycle
- Standard User Defined Fields

Additional Options:

- Bank Codes and Bank Drafts
- **ACTIVE** Deposits
- Device Inspections
- Renumbering of Accounts
- Contracts
- Notes
- Additional Years of Transactional History (per year)
- Devices
- AMP (Average Monthly Payments)
- Energy Assistance
- Sewer Assistance
- Winter Average
- Additional Metered Services (over one)
- Additional Non-Metered Services (over two)

Not Converted:

- Deposit History
- Service Orders
- Meter Change Outs

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 1000 accounts
- Multiple Bill Compares on multiple cycles. This will require additional "Before" and "After" billing data along with additional hours.
- Cross referencing beyond Tyler Technologies' defined code tables
- Additional User Defined Fields
- Converting of compound meters
- Additional Contact information for Non-Utility accounts
- Additional Properties for Non-Utility accounts
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up, parsing names/address 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.



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Court Conversion Summary

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

Client Responsibilities

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

Data Conversion

The Court conversion has additional options that can be purchased depending on the level of data to be converted. Each option has a different cost associated with it.

Court

Standard Conversion Includes:

- Name Information (Address, phone, name notes)
- Vehicle Information
- Officer Information
- Offense Code Information
- Case Information (Citation, Officer, violation date, comments, etc.)
- Witness Information
- Payment Information (fines/fees assessed, fines/fees paid, non-cash, etc.)
- Disposition Information (status of the case, plea, conviction date, etc.)
- History Information (we would convert this information into a conversion history read only tab)

Additional Options:

- Warrant Information (warrant types, warrant dates, warrant status) – only those associated with a citation
- Bond Information (Bond types, bond status, bond payments)
- Payment Plan Information (If the payment plan is not clean it may not be possible to convert.)
- Restitution Information
- Probation Information
- Caseless/Orphaned Warrants

Not Converted:

- Distribution of Fines/Fees

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
- Cross referencing beyond Tyler Technologies' defined code tables
- Additional User Defined Fields
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up, parsing names/address 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

If unable to provide the data in one of these standard formats, there are several options.

- Work with existing vendor to extract your data into Tyler's Standard Data Layouts or one of the approved formats. While there may be a cost, this is often the least expensive and most reliable option.
- Contract with a third-part service to extract the data. This guide can be used to help the third-party service understand Tyler's requirements of the data format. Tyler can recommend vendors that have helped previous clients with this process.
- Request a work order for Tyler to investigate the source system and determine if the data can be extracted. Tyler can then provide an estimate and actual hours are billed. Tyler cannot guarantee they will be able to extract the data because some software's are password protected or stored in proprietary formats. Tyler will not reverse engineer or break into other vendor software.

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.

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

- 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



Exhibit 4 SERVICE LEVEL AGREEMENT

1. AGREEMENT OVERVIEW

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the June 19, 2014 Software as a Service ("SaaS") agreement between Tyler Technologies, Inc. ("Tyler") and City of Trinidad, CO "Client" (the "Agreement"). The SLA is effective as of _____.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has requested Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

2. DEFINITIONS

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

Client Error Incident: Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

Defect: Any failure of the licensed software that is recognized as a "defect" under the agreement through which Client licenses the Tyler software.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

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

3. SERVICE AVAILABILITY

The Service Availability of Tyler's applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

3.1. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end.

The documentation the Client provides 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).

3.2. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section 3.1, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

3.3. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client 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 the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

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

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

4. Applicability

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

Tyler performs 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, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

5. Force Majeure

The Client will not hold Tyler responsible for 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, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.

IN WITNESS OF WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as set forth below:

City of Trinidad, CO

Tyler Technologies, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



COUNCIL COMMUNICATION

2

CITY COUNCIL MEETING: June 26, 2014
PREPARED BY: Tara Marshall, CWC Director
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Consideration of 2014-2015 Colorado Welcome Center Statement of Work

PRESENTER: Tara Marshall, Welcome Center Director

RECOMMENDED CITY COUNCIL ACTION: Approval of the 2014-2015 Welcome Center Statement of Work between the City and the Colorado Tourism Office

SUMMARY STATEMENT: Annually the City enters into an agreement for the management of the Colorado Welcome Center. The agreement is with the Colorado Tourism Office and the period of the agreement each year is the state fiscal year, July 1st through June 30th.

EXPENDITURE REQUIRED: \$17,500 is the City's portion of the Colorado Welcome Center Budget. The Colorado Tourism portion by contract will be \$64,278.

SOURCE OF FUNDS: \$17,500 from the City's General Fund
\$64,278 from the Colorado Tourism Office

POLICY ISSUE: Management of the Colorado Welcome Center in Trinidad

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- 2014-2015 Welcome Center Statement of Work

2

STATEMENT OF WORK

- **General description of project:**
The contractor shall operate as a State of Colorado Welcome Center, as referred to as, "CWC" and offer customer service and Colorado travel information to visitors.
- **Justification:**
Official Colorado Welcome Centers are located throughout the state. They are easily accessed from every major highway leading into Colorado. These visitor services sites provide indispensable local and statewide travel information. Colorado Welcome Center volunteer experts provide area-specific brochures, detailed maps and face-to-face travel consultation and advice, free of charge.
- **Definitions:**
The State of Colorado Welcome Center is defined as the building located at:

309 Nevada Avenue
Trinidad, CO 81082

The Colorado Tourism Office is referred to as, "CTO"
State of Colorado Welcome Center, is referred to as, "CWC"
Visitors are defined as any person(s) stopping at a CWC
The Manager of the State of Colorado Welcome Center is referred to as, "CWC Manager"
The State of Colorado Welcome Center Director is referred to as, "CWC Director"
- **Deliverables (Goods/Services):**

Operations

The CWC, WC Manager, staff and volunteers will operate the Welcome Center from 8:00 A.M. until 6:00 P.M. during the summer season (beginning Memorial Day weekend in May through Labor Day) and from 8:00 A.M. until 5:00 P.M. during the winter season (the Tuesday after Labor Day through the Friday before Memorial Day weekend in May); unless circumstances do not allow and prior notice is provided and agreed upon.

The CWC, WC manager, staff and volunteers will interact with travelers in such a way as to provide information on events, attractions, activities and accommodations throughout the state without bias to any community, organization, association or business. This is not intended to prohibit the CWC from providing information on local and regional events, attractions, activities and accommodations.

The CWC will comply with the CWC Brochure Distribution Guidelines by maintaining a minimum of 90 percent of the required brochures listed in the policy as "Required Brochures for Display at a Colorado Welcome Center." The CWC will obtain WC Director approval for all brochures and pamphlets prior to display or distribution. State approval will be based on the brochure distribution guidelines contained in the Managers Operation Manual for the Colorado Welcome Center Program.

The CWC will prohibit advertising displays, signs, or posters, solicitations or sales transactions of any kind on those portions of the premises used for Welcome Center operations; unless approved by the CTO such as those for the "Transparency Program".

The CWC and the WC Manager will comply with the policy and procedures contained in the "Manager's Operations Manual", provided by the CTO.

The WC Manager and staff will maintain the Welcome Center property in good condition, keeping the premises accessible and clean.

The WC Manager will communicate with the CWC Director concerning any building closings or emergency situations.

The WC Manager will obtain approval from the CWC Director to use the Welcome Center facilities for any purpose other than standard operations, i.e. non-CTO sponsored surveys and activities.

CWC will provide all liability insurance for the premises and workers compensation insurance for the employees of the WC and shall provide the State with a certificate of insurance.

The CWC will participate fully in an annual assessment of Colorado Welcome Center services and operations and implement assessment findings and suggestions. The WC Manager will participate in an annual performance evaluation. The CWC and the WC Program Manager will work together to develop an implementation plan and timeline.

The CWC or the WC manager will contact the CTO for approval before releasing any information to the media on behalf of the CTO or the CWC.

Staffing

CWC will recruit, select and employ a WC Manager and any paid or volunteer staff necessary to operate the Welcome Center as CWC's employees. The Welcome Center Director shall have the right to approve the employees CWC has selected as manager and staff to perform work as outlined. If work is performed unsatisfactorily by any CWCC employee, the State may require that CWC take appropriate corrective action or require CWC to select different employee(s) to perform the work. The State shall have the right to closely monitor CWC's performance and to require the submission of monthly reports in the manner and form directed by the State.

Training & Events

The WC manager will attend and participate in all Welcome Center Manager's Meetings, Welcome Center promotional programs, and the annual Colorado Governor's Tourism Conference unless prior notice is provided and agreed upon.

The WC manager will provide official CWC training to all new travel counselors. This training program and material will be provided by the CTO and includes an overview of all official state travel resources including the Official State Vacation Guide, www.Colorado.com, and the Official State Map.

The WC Manager will hold at least six meetings per year for the volunteer travel counselors, presenting CTO updates and offering opportunities to the travel industry to make presentations to the travel counselors.

Twice a year, the WC Manager will host an informational study tour for travel counselors, visiting a designated travel region. The number and duration of study tours may vary at the discretion of the CWC Manager and the CWC Director.

- **Personnel:**
Tara Marshall – Trinidad CWC Manager
David Torres – Trinidad CWC Assistant Manager

- **Amount: \$64,278**

Welcome Center Salary and Benefits	\$29,834
Welcome Center Operations	\$23,944
Volunteer Enhancement	\$9,000
Travel	\$1,500
Total	\$64,278

- **Time Frames and Deadlines:**

Payments

The State, in consideration for the services to be provided by the CWC during the term of this SOW, shall pay the CWC upon receipt and approval of invoices from the CWC summarizing personnel, volunteer training and enhancement, travel, and major categories of operating and capital outlay expenses incurred for the operation of the Welcome Center. A letter requesting reimbursement payments for expenditures to operate a CWC for a specific period of time should be sent to the CWC Program Manager. This letter should be accompanied with copies of all invoices, including backup documentation. These can be mailed or sent electronically. CWC should request payment at least quarterly and no more frequently than monthly.

Reporting

The WC Manager shall submit to the WC Director the monthly visitation (domestic and foreign) reports, origination reports, visitor logs, written updates on activities with staff and volunteers and any special promotion inventory by 12 p.m. on the first day of each month, unless other arrangements are specified in advance.

Please add a start and end date 7/1/2014 - 6/30/2015

Vendor Contact Information:

Tom Acre
 Trinidad City Manager
 719-846-9843 x133
 tom.acre@trinidad.co.gov

Please enter the Funding/Grant you want to use to Encumber Funds
 13N/WTRI/305

THE PARTIES HERETO HAVE EXECUTED THIS STATEMENT OF WORK

**Contractor
City of Trinidad**

By: Tom Acre
Title: City Manager, Trinidad

*Signature

Date: _____

**STATE OF COLORADO
Office of Economic Development & International Trade
Colorado Tourism Office**

By: Al White
Title: Executive Director, CTO Executive Director

*Signature

Date: _____