AMENDED AGENDA

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD
RANCHO MURIETA, CALIFORNIA 95683
916-354-3700
FAX – 916-354-2082

SPECIAL BOARD MEETING NOTICE AND AGENDA

*"Your Independent Local Government Agency Providing
Water, Wastewater, Drainage, Security, and Solid Waste Services"*

SPECIAL BOARD MEETING
December 15, 2021
Open Session 1:00 p.m.
District Administration Building – Board Room
15160 Jackson Road
Rancho Murieta, CA 95683

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BOARD MEMBERS

Tim Maybee	President
Randy Jenco	Vice President
Linda Butler	Director
John Merchant	Director
Martin Pohll	Director

STAFF

Tom Hennig	General Manager
Paula O'Keefe	Director of Administration
Richard Shanahan	District General Counsel
Amelia Wilder	District Secretary
Kelly Benitez	Security Supervisor
Michael Fritschi	Director of Operations

RANCHO MURIETA COMMUNITY SERVICES DISTRICT
December 15, 2021
SPECIAL BOARD MEETING
Call to Order
Open Session 1:00 p.m.

The President of the Rancho Murieta Community Services District Board of Directors has called a special meeting of the Board for the date, time, location, and business as set forth in this notice and agenda. The special meeting is being held in lieu of the December 15, 2021, 5:00 p.m. regular Board meeting. Note that this meeting will be held in-person at the address set forth above, and not via videoconference. In order to comply with the state's COVID-related Guidance for the Use of Face Coverings, all attendees must wear a mask.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

AGENDA

ESTIMATED RUNNING TIME 5:00

1. CALL TO ORDER - Determination of Quorum –President Maybee **(Roll Call)**

2. CONSIDER ADOPTION OF AGENDA (Motion)

The Board will discuss items on this agenda, and may take action on those items, including informational items and continued items. No action or discussion will be undertaken on any item not appearing on the agenda, except that (1) directors or staff may briefly respond to statements made or questions posed during public comments on non-agenda items, (2) directors or staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities, (3) a director may request staff to report back to the Board at a subsequent meeting concerning any matter or request staff to place a matter on a future Board meeting agenda, and (4) the Board may add an item to the agenda by a two-thirds vote determining that there is a need to take immediate action and that the need for action came to the District's attention after posting the agenda.

*The running times listed on this agenda are only estimates and may be discussed earlier or later than shown. At the discretion of the Board, an item may be moved on the agenda and or taken out of order. **TIMED ITEMS** as specifically noted, such as Hearings or Formal Presentations of community-wide interest, will not be taken up earlier than listed.*

3. CONSENT CALENDAR (Motion) **(Roll Call Vote)** *(5 min.) All items in this agenda item will be approved as one motion if they are not excluded from the motion adopting the consent calendar.*

    A. Approval of Board Meeting and Committee Meeting Minutes

        1. November 17, 2021 Regular Board Meeting Minutes

        2. December 2, 2021 Communications and Technology Committee Meeting Minutes

        3. December 7, 2021 Finance Committee Meeting Minutes

    B. Approval of Bills Paid Listing November, 2021

4. STAFF REPORTS (Receive and File)

    A. General Manager's Report

    B. Administration/Financial Report

    C. Security Report

    D. Utilities Report

5. REVIEW DISTRICT MEETING DATES/TIMES FOR JANUARY 2021

    A. Personnel – January 4, 2021 at 7:30 a.m.

    B. Improvements – January 4, 2021 at 8:00 a.m.

    C. Finance – January 4, 2021 at 10:00 a.m.

    D. Communications – January 6, 2021 at 8:30 a.m.

    E. Security – January 6, 2021 at 10:00 a.m.

    F. Regular Board Meeting – January 19, 2021- Open Session at 5:00 p.m.

6. CORRESPONDENCE

7. COMMENTS FROM THE PUBLIC

Members of the public may comment on any item of interest within the subject matter jurisdiction of the District and any item specifically agendized. Members of the public wishing to address a specific agendized item are encouraged to offer their public comment during consideration of that item. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.

If you wish to address the Board at this time or at the time of an agendized item, as a courtesy, please state your name and address. Speakers presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.

8. CONSIDER APPROVAL OF UPDATED CREDIT CARD POLICY P2021-04 (Discussion/Action) (Motion) **(Roll Call Vote)**

9. CONSIDER APPROVAL OF CONTRACT WITH TYLER TECHNOLOGIES FOR ENTERPRISE RESOURCE PLANNING (ERP), AND APPROPRIATE FUNDS IN THE AMOUNT OF $97,426 (Discussion/Action) (Motion) **(Roll Call Vote)**

10. DECLARE A CONTRACTING EMERGENCY UNDER PUBLIC CONTRACT CODE SECTION 22050(a)(1) AND DISTRICT CODE SECTION 4.01, AND AUTHORIZE THE GENERAL MANAGER OR DESIGNEE TO EXECUTE A CONTRACT FOR EMERGENCY VALVE REPLACEMENT (REQUIRES 4/5 VOTE) (Discussion/Action) (Motion) **(Roll Call Vote)**

11. COMMITTEE ASSIGNMENTS (Discussion/Action)

12. DIRECTOR COMMENTS/SUGGESTIONS
In accordance with Government Code 54954.2(a), directors and staff may make brief announcements or brief reports of their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

13. ADJOURNMENT (Motion)

RANCHO MURIETA COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING MINUTES
November 17, 2021
Call to Order Open Session 5:00 p.m.

1. CALL TO ORDER/ROLL CALL

President Maybee called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 5:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Director's present were Tim Maybee, John Merchant, Linda Butler, and Martin Pohll. Director Jenco was absent. Also present were Tom Hennig, General Manager; Paula O'Keefe, Director of Administration; Michael Fritschi, Director of Operations; Kelly Benitez, Security Supervisor; Richard Shanahan, District General Counsel; and Amelia Wilder, District Secretary.

2. CONSIDER ADOPTION OF AGENDA

Motion/Maybee *to adopt the Agenda.* **S**econd/Merchant. **All in Favor. Motion Passes.**

3. CONSENT CALENDAR

Motion/Maybee *to approve Consent Calendar.* **S**econd/Butler. **Roll Call Vote: Ayes: Maybee, Merchant, Butler, Pohll. Noes: None. Absent: Jenco. Abstain: None.**

4. STAFF REPORTS

Under Agenda Item 7A, Mr. Hennig gave a summary of activities during the previous month, highlighting the following topics:

- Covid Response
- Fire Hydrant Issue
- Reservoir Levels
- Hot Air Balloon Incident
- Public Records Act (PRA) Requests
- Riverview Tree Mitigation
- Rancho Murieta North Update
- Laguna Joaquin Update
- AB 170 State Funded Projects
- Potential Infrastructure Project Funding
- Outreach/Advocacy
- General Staffing Update
- Conference/Education Opportunities
- Employee Announcements, Promotions, Commendation, and Kudos

Under Agenda Item 7B, Paula O'Keefe, Director of Administration, gave the Board the Administration/Finance Report. She highlighted the following topics:

- Monthly Budget to Actuals
- Procurement and Contracts
- Capital Improvement Projects Updates

- Reserve Fund Purchases Authorized by the General Manager
- Reserve Funds Balance Sheet
- Interfund Borrowing
- Utility Billing
- Aging Report
- Security Opinion Poll

Under Agenda Item 7C, Kelly Benitez, Security Supervisor, updated the Board with a summary of September's activities in the Security Department, including:
- Operations Update
- Rancho Murieta Association Activity
- Murieta Village Activity
- Rancho Murieta Commercial Owners Association Activity
- Incidents of Note
- RMA Violation Report
- Gate Entries and Gate Entries Denied Reports
- Cases by Breakdown Report

There was a discussion concerning a previous report format which included the total number of citations written by CSD Patrol and the number upheld by RMA. Directors requested this information be added back to the report.

Under Agenda Item 7D, Michael Fritschi, Director of Operations, gave a summary of the utility update, including:
- Improvements Committee Updates
- Raw Water Delivery & Storage
- Water and Wastewater Treatment Facilities Production
- Field Utility Service
- Site Development Storm Water Best Management Practice (BMP)
- Operations Staffing

5. REVIEW DISTRICT MEETING DATES/TIMES FOR NOVEMBER 2021
The Directors asked that the Security and Personnel Committee Meetings be cancelled and that an earlier time for the Board Meeting be scheduled.

6. CORRESPONDENCE
The Board was presented with a letter from Pamela Haines, praising Utility Worker James Colas for his efforts in blocking the drains on Camino del Sol with sandbags prior to the recent storm.

7. COMMENTS FROM THE PUBLIC
None.

8. AUTHORIZE PURCHASE OF TWO UTILITY TRUCKS CIP #22-01-01 AND CIP #22-02-01

Mr. Hennig Presented the topic. **Motion/Maybee** *to approve the purchase of two utility trucks CIP #22-01-01 and CIP #22-02-01.* **Second/Merchant. Roll Call Vote: Ayes: Maybee, Merchant, Butler, Pohll. Noes: None. Absent: Jenco. Abstain: None.**

9. AWARD TWO PROFESSIONAL SERVICE CONTRACTS WITH SOLITUDE LAKE MANAGEMENT

Mr. Fritschi presented the contracts to the Board. There was a discussion about the budgeting of these contracts. **Motion/Maybee** *to award two professional service contracts with SOLitude Lake Management.* **Second/Merchant. Roll Call Vote: Ayes: Maybee, Merchant, Butler, Pohll. Noes: None. Absent: Jenco. Abstain: None.**

10. APPROVE RESOLUTION AUTHORIZING RANCHO MURIETA COMMUNITY SERVICES DISTRICT RECEIPT AND APPROPRIATION OF SB170 FUNDS AND AUTHORIZE GENERAL MANAGER TO EXECUTE AGREEMENT WITH DEPARTMENT OF WATER RESOURCES

Mr. Hennig gave a brief history of the item, and process necessary to move forward with this project. **Motion/Maybee** *to approve Resolution R2021-05 Authorizing Rancho Murieta Community Services District Receipt And Appropriation Of SB170 Funds And Authorize General Manager To Execute Agreement With Department Of Water Resources.* **Second/Merchant. Roll Call Vote: Ayes: Maybee, Merchant, Butler, Pohll. Noes: None. Absent: Jenco. Abstain: None.**

11. DIRECTOR COMMENTS/SUGGESTIONS

Director Maybee thanked Staff.

12. ADJOURNMENT

Motion/Maybee *to adjourn at 7:01 p.m.* **Second/Butler. Roll Call Vote: Ayes: Maybee, Merchant, Butler, Pohll. Noes: None. Absent: Jenco. Abstain: None.**

Respectfully submitted,

Amelia Wilder
District Secretary

MEMORANDUM

Date: December 8, 2021

To: Board of Directors

From: Communication & Technology Committee Staff

Subject: December 2, 2021, Communication & Technology Committee Meeting Minutes

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1. CALL TO ORDER
Director Merchant called the meeting to order at 8:30 a.m via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present were Director Butler and Director Merchant. Present from District staff were Tom Hennig, General Manager; Paula O'Keefe, Director of Administration; Michael Fritschi, Director of Operations; Kelly Benitez, Security Supervisor; and Amelia Wilder, District Secretary.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)
The Committee agreed to have the December meeting via teleconference.

3. COMMENTS FROM THE PUBLIC
None.

4. MONTHLY WEBSITE AND SOCIAL MEDIA UPDATE
Amelia Wilder, District Secretary, gave an update of the statistics related to the number of visits per page to Facebook and RMCSD.com.

5. Review Website ADA Policy
This item was pulled from the Agenda.

6. UPDATE ON EMERGENCY COMMUNICATION PROCESS
Director Linda Butler led a discussion about the communication process, and who on Staff is notified during an emergency. Staff will work with RMA to formalize a plan in early 2022.

7. UPDATE ON RESERVOIR INFORMATION AND EDUCATION COMMITTEE
Ms. Butler updated the Committee on the Ad Hoc Committee that was established to review signage around the reservoirs. The Ad Hoc Committee plans to meet in early 2022 and proceed with gathering info on signage for the reservoirs.

8. UPDATE ON WEBSITE FAQ'S
There was a discussion of the website's FAQ page.

9. DIRECTOR AND STAFF COMMENTS
None.

10. Adjournment
The meeting was adjourned at 9:03 a.m.

MEMORANDUM

Date: December 8, 2021

To: Board of Directors

From: Finance Committee Staff

Subject: December 7, 2021, Finance Committee Meeting Minutes

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1. CALL TO ORDER

Director Merchant called the meeting to order at 10:00 a.m. via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present were Director Merchant and Director Pohll. Present from District staff were Tom Hennig, General Manager; Paula O'Keefe, Director of Administration; Kelly Benitez, Security Supervisor; Michael Fritschi, Director of Operations; and Amelia Wilder, District Secretary.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)

The Committee agreed to have the December meeting via teleconference.

3. COMMENTS FROM THE PUBLIC

None.

4. FINANCE MONTHLY UPDATES

Paula O'Keefe, Director of Administration, gave a brief report on the Finance Department, covering the following topics:

- Current Finance Reporting
- Contract for Enterprise Resource Planning (ERP)
- Recruitment
- Utility Billing

5. Updated credit card Policy – P2021-04

Ms. O'Keefe gave a brief explanation of the need for an updated policy.
The Committee recommended moving this item to the Board. ***This item will be on the December 15, 2021 Board Meeting Agenda.***

6. SECURITY OPINION POLL UPDATE

Tom Hennig, General Manager, led a discussion about the Security Opinion Poll which asked for clarification concerning the costs for enhanced services proposed in the questions. This topic will be revisited at the January Finance Committee meeting.

7. PRESENTATION ON TYLER INCODE

Ms. O'Keefe introduced Cody Gunstenson and Mark Workman from Tyler Technologies, who gave a brief demonstration of the Enterprise Resource Planning (ERP) software that the District is considering purchasing. The setup of this software will be approximately $150,000, the set up fees will be approximately $109,000 and the annual cost will be approximately $50,000 for the first three years. In addition, the District will hire a consultant for approximately $80,000 to manage the process of uploading current data into the new system.

The Committee recommended moving this item to the Board. ***This item will be on the December 15, 2021 Board Meeting Agenda.***

8. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS
None.

9. ADJOURNMENT The meeting was adjourned at 11:26 a.m.

MEMORANDUM

Date: December 10, 2021
To: Board of Directors
From: Paula O'Keefe, Director of Administration
Subject: Bills Paid Listing

Enclosed is the Bills Paid Listing Report for November 2021. Please feel free to call me before the Board meeting regarding any questions you may have relating to this report. This information is provided to the Board to assist in answering possible questions regarding large expenditures.

The following are major expense items for November:

VENDOR	PURPOSE	AMOUNT	FUNDING
B & M BUILDERS	($535.40)Repairs of Driveway.($10,276.08) Roads	$10,811.48	200--$10,811.48
California Waste Recovery Systems	Solid Waste Control (Pmt for July)	$78,481.96	400--$78,481.96
California Waste Recovery Systems	Solid Waste Control (Pmt for August)	$77,707.10	400--$77,707.10
California Waste Recovery Systems	Solid Waste Control (Pmt for September)	$77,847.58	400--$77,847.58
California Waste Recovery Systems	Solid Waste Control (Pmt for October)	$77,532.10	400--$77,532.10
Domenichelli and Associates, Inc	Engineering Services	$24,942.50	200--$20,062.50 250--$4,880.00
USA Blue Book	Maintenance & Repairs ($10,849.08) Supplies ($1,093.68)	$11,942.76	200--$1,055.70 250--$10,887.06
Thatcher Company of California, Inc	Chemical Supplies	$12,744.30	200--$6,372.15 250--$6,372.15
Zenon Environmental Corporation	Black Box for insight	$12,493.65	200--$12,493.65
California CAD Solutions inc.	IT Services	$24,890.00	100--$13,890.00 200--$3500.00 250--$7500.00
County of Sacramento	Consolidated Haz. Mat Permits	$13,009.00	200--$4,743.00 250--$8,266.00
Domenichelli and Associates, Inc	Engineering Services	$24,540.00	200--$22,568.00 250--$1,972.00
Elk Grove Toyota	Vehicle for Security	$31,387.62	500--$31,387.62
California Public Employees' Retirement	Payroll- Retirement	$105,433.24	100--$27,267.72 200--$28,267.72 500--$49,897.80

REVIEWED BY: _____, District Treasurer

DATE	VENDOR	AMOUNT	PURPOSE
11/5/2021	A Leap Ahead IT	$6,568.37	IT Services
11/5/2021	Accountemps	$6,080.00	Contract Staffing-Admin
11/5/2021	American Family Life Assurance Co.	$546.13	Payroll- Insurance
11/5/2021	Apple One Employment Services	$1,737.49	Contract Staffing-Admin
11/5/2021	Aramark Uniform & Career Apparel, LLC	$126.26	Uniforms
11/5/2021	AT&T	$4,629.13	Phone Bill
11/5/2021	B & M BUILDERS	$10,811.48	($535.40)Repairs of Driveway.($10,276.08) Roads
11/5/2021	California Waste Recovery Systems	$78,481.96	Solid Waste Control (Pmt for July)
11/5/2021	California Waste Recovery Systems	$77,707.10	Solid Waste Control (Pmt for August)
11/5/2021	California Waste Recovery Systems	$77,847.58	Solid Waste Control (Pmt for September)
11/5/2021	California Waste Recovery Systems	$77,532.10	Solid Waste Control (Pmt for October)
11/5/2021	Corelogic Solutions, LLC	$218.55	RQ2 Nationwide Package
11/5/2021	Domenichelli and Associates, Inc	$24,942.50	Engineering Services
11/5/2021	Ferguson Enterprises, Inc 1423	$276.54	Maintenance & Repairs
11/5/2021	Hastie's Capitol Sand and Gravel Co.	$1,288.87	Maintenance & Repairs
11/5/2021	Rancho Murieta Association	$150.00	Lanscaping Services
11/5/2021	River City Rentals	$234.79	Maintenance & Repairs
11/5/2021	Romo Landscaping	$770.00	Lanscaping Services
11/5/2021	Streamline	$300.00	Website Service Charges
11/5/2021	Univar USA Inc.	$1,811.30	Chemical Supplies
11/5/2021	USA Blue Book	$11,942.76	Maintenance & Repairs ($10,849.08) Supplies ($1,093.68)
11/5/2021	W.W. Grainger Inc.	$626.74	Maintenance & Repairs($260.72) Supplies ($366.02)
11/5/2021	Walker's Office Supplies, Inc	$1,631.26	Office Supplies
11/5/2021	waterTALENT LLC	$6,125.00	Temp Staffing Cost
11/12/2021	ABA Protection Inc.	$3,658.75	Patrol($1,806.75) North Gate($1,332.00) South Gate($520.00)
11/12/2021	Accounting & Association Software Grou	$123.75	Accounting Software Consultation
11/12/2021	Applications By Design, Inc.	$1,085.00	Security Host charges
11/12/2021	Aramark Uniform & Career Apparel, LLC	$501.22	Uniforms
11/12/2021	California Laboratory Services	$2,410.00	Waste water lab Reports for October
11/12/2021	California Special Districts Associati	$8,420.00	Annual Membership costs
11/12/2021	Concentra DBA Occupational Health Cent	$265.00	Physical Examinations
11/12/2021	Delta Wireless	$270.00	Maintenance & Repair -Radio Bleed
11/12/2021	Greenfield Communications	$448.99	Internet Services
11/12/2021	Kirby's Pump & Mechanical	$2,475.00	Painting Inspection WTP
11/12/2021	NTU Technologies, Inc.	$3,037.10	Chemical Supplies
11/12/2021	Thatcher Company of California, Inc	$12,744.30	Chemical Supplies
11/12/2021	Univar USA Inc.	$3,700.01	Chemical Supplies
11/12/2021	USA Blue Book	$6,626.82	Maintenance & Repairs($1,517.81) Suppliers($5,109.01)
11/12/2021	WECybr,LLC	$1,500.00	Virtual Security Officer
11/12/2021	Zenon Environmental Corporation	$12,493.65	Black Box for insight
11/16/2021	Ferguson Enterprises, Inc 1423	$5,175.69	Maintenance & Repairs
11/16/2021	HEATHER WEISKER	$225.68	Refund on Utility bill
11/16/2021	Zenon Environmental Corporation	$2,116.00	Black Box for insight
11/19/2021	Aramark Uniform & Career Apparel, LLC	$122.19	Uniforms
11/19/2021	California CAD Solutions inc.	$24,890.00	IT Services
11/19/2021	California Public Employees' Retiremen	$400.00	Payroll- Retirement
11/19/2021	County of Sacramento	$13,009.00	Conslidated Haz. Mat Permits
11/19/2021	CWEA	$283.00	Membership
11/19/2021	Domenichelli and Associates, Inc	$24,540.00	Engineering Services
11/19/2021	Duloglo Enterprises Inc DBA Action Cle	$1,445.00	Monthly Janitorial Services
11/19/2021	Galls/Quartermaster	$285.94	Uniforms for Security
11/19/2021	Guardian Life Insurance	$4,174.84	Payroll-Dental
11/19/2021	Lee's Automotive Repair Inc	$4,144.05	Vehicle Maintenance
11/19/2021	Pace Supply Corp	$427.27	Maintenance & Repairs
11/19/2021	Regional Water Authority	$4,978.00	Annual Dues RWA
11/19/2021	Rory's Towing and Repair	$175.00	Security vehicle towing charges
11/19/2021	United Rentals Northwest, Inc.	$3,992.50	Tools
11/19/2021	W.W. Grainger Inc.	$516.35	Chemical Supplies
11/19/2021	Walker's Office Supplies, Inc	$107.88	Office Supplies
11/24/2021	ELK GROVE TOYOTA	$31,387.62	Vehicle for Security

DATE	VENDOR	AMOUNT	PURPOSE
11/26/2021	American Family Life Assurance Co.	$546.13	Payroll- Insurance
11/26/2021	Ben and Renae Rathjen	$37.02	Customer Refund on Utility bill
11/26/2021	California Public Employees' Retiremen	$105,433.24	Payroll- Retirement
11/26/2021	Domenichelli and Associates, Inc	$2,930.00	Engineering Services
11/26/2021	FIDELITY NATIONAL TITLE	$127.03	Customer Refund
11/26/2021	Koff & Associates, Inc.	$480.00	Consulting Services
11/26/2021	NADIA K BRUCE	$485.56	Customer Refund on Utility bill
11/26/2021	NBS	$1,767.41	Quarterly Admin Fees
11/26/2021	PAHL MARTEL	$200.00	Rebates
11/26/2021	waterTALENT LLC	$8,093.75	Temp Staffing Cost

REVIEWED BY: _____, District Treasurer

3B3. Investment Report - Pending

6A General Manager's Report - Pending

MEMORANDUM

Date:	Friday, December 10, 2021
To:	Board of Directors
From:	Paula O'Keefe, Director of Administration
Subject:	Administration / Financial Update

On December 7, 2021, the Finance Committee met and discussed the following items:

- Presentation regarding the Tyler Technologies proposal for the District's new ERP
- Update on the FY 2020-21 annual audit
- Updates on recruitment

The following is the summary of the December 2021 monthly Board Financial Report. The following are highlights from various internal financial reports. Please feel free to call me before the Board meeting regarding any questions you may have relating to these reports.

Monthly Budget to Actuals
Staff have made all entries to complete the five periods within the current FY 2021-22. While there are still some outstanding invoices remaining to be paid, most invoices have been included in the Budget to Actuals report through November 30, FY 2021-22.

Procurement and Contracts
Staff will be presenting the Tyler Technologies contract for a new ERP system at the December Board meeting.

Capital Improvement Projects Updates
SB170 funding was appropriated in the current budget and staff have begun the process of RFPs for the projects. Administration will be working with the Department of Water Resources to report and receive reimbursement for project expenditures.

Reserve Fund Purchases authorized by the General Manager
No authorized purchases by the General Manager in the month of sept.

Reserve Funds Balance Sheet
Staff are presenting the current totals as of November 30, 2021. It is important to note that the final reserve totals are dependent upon year end close and are not finalized for FY 2020-21 at this time.

An extensive analysis of the District's reserves, Capital Improvement Projects and reserve usage and the reserve policy is being finalized to determine the total amount of available reserves and the appropriate management and usage of funds.

FY 2021-22 - Draft Reserve Beginning Balances

TB run ending 11/30/2021

Reserve Descriptions	Account #	FY 2021-22 Beginning Balance July 1, 2021	YTD Total Debit	YTD Total Credit	Year to Date Ending Balance November 30, 2021
Capital Improvement Reserve Fees - Admin	100-2510	0	0	0	0
Unreserved Fund Balance	100-2800	0	0	0	0
Subtotal		0	0	0	0
Water Capital Replacement	200-2505	1,990,869	0	67,478	2,058,347
Capital Improvement Reserves Fees - Admin Alloc	200-2505-99	39,990	0	0	39,990
Capital Improvement Reserves Fees - Water	200-2510	(115,491)	0	0	(115,491)
Capital Improvement Reserves Fees - Admin Alloc	200-2510-99	210,003	0	0	210,003
Water Supply Augmentation	200-2511	2,008,948	0	19,666	2,028,615
WTP Construction Fund Reserve	200-2513	(794,549)	78,665	46,984	(826,230)
Unreserved Fund Balance	200-2800	1,340,521	114,462	58,999	1,285,058
Subtotal		4,680,292	193,127	193,127	4,680,292
Sewer Capital Improvement Connection	250-2500	4,342	0	0	4,342
Sewer Capital Replacement	250-2505	3,139,652	0	117,610	3,257,262
Capital Replacement Reserve Admin	250-2505-99	29,236	0	0	29,236
Capital Improvement Reserves Fees - Sewer	250-2510	73,246	0	0	73,246
Capital Improvement Reserves Fees - Admin Alloc	250-2510-99	159,077	0	0	159,077
Unreserved Fund Balance	250-2800	1,448,601	117,610	0	1,330,992
Subtotal		4,854,154	117,610	117,610	4,854,154
Drainage Capital Replacement	260-2505	78,534	0	0	78,534
Capital Improvement Reserves Fees - Admin Alloc	260-2505-99	3,866	0	0	3,866
Capital Improvement Reserves Fees - Drainage	260-2510	344,134	0	0	344,134
Capital Improvement Reserves Fees - Admin Alloc	260-2510-99	35,262	0	0	35,262
Unreserved Fund Balance	260-2800	98,254	0	0	98,254
Subtotal		560,049	0	0	560,049
Capital Improvement Reserves Fees - Admin Alloc	400-2505-99	6,418	0	0	6,418
Unreserved Fund Balance	400-2800	244,476	0	0	244,476
Subtotal		250,894	0	0	250,894
Capital Replacement Reserve Security	500-2505	58,468	0	0	58,468
Capital Improvement Reserves Fees - Admin Alloc	500-2505-99	7,701	0	0	7,701
Capital Improvement Reserve Fees - Security	500-2510	(41,393)	0	0	(41,393)
Capital Improvement Reserves Fees - Admin Alloc	500-2510-99	135,466	0	0	135,466
Security Impact Fee Reserves	500-2513	38,488	0	0	38,488
Unreserved Fund Balance	500-2800	339,551	6,591	0	332,960
Subtotal		538,280	6,591	0	531,690
Total Reserves		10,883,668	317,328	310,737	10,877,077

Interfund Borrowing

The following are the updated totals for the repayment of the interfund borrowing as of November 30, 2021.

Inter-fund Borrowing	Fiscal Yr Beg Balance 1-Jul-21	YTD Interest	YTD Repayment	Period End Balance 11/30/2021
WTP Construction Loan from Sewer	573,950	484	58,707	515,243
WTP Construction Loan from WSA	191,323	161	19,569	171,753
Total Inter-fund Borrowing	765,273	645	78,277	*686,996*

Utility Billing

The District is currently working with several residents to resolve outstanding payments to bring these accounts current and in good standing. There are many residents who are not current with their bills and the District reminds all residents with past-due accounts that the District offers a payment plan to assist with bringing their accounts current. We encourage residents to work with the District to prevent additional late fee assessments.

The water shut off moratorium has been delayed and will expire on December 31, 2021. While the District is still working with customers on their past due balances, the District will delay the preparation of issuing notices to all past due accounts that could be potentially shut off for non-payment until after the beginning of the new year. District staff are prepared to work with those residents who have significantly large past due balances through the payment plan to assist with repayment and potentially prevent water shut offs.

Aging Report

As a reminder, the Board of Directors voted to begin charging late fees on all accounts that are delinquent as of the January 25, 2021, billing cycle and interest on the balance of past due accounts at the December 16, 2020, Board Meeting. The total amount due to the District for outstanding balances is $157,634.57; an additional $13,493.03 in late fees is also past due.

Security Opinion Poll Survey

At this time, there are no financial updates to the Security Opinion Poll survey in relation to cost to the District.

4B2. Budget to Actuals- Pending

MEMORANDUM

Date: December 9, 2021

To: Board of Directors

From: Kelly Benitez, Security Supervisor

Subject: Security Update Report for the Month of November

OPERATIONS UPDATES

The Department is currently working on the following projects:

- CSD has hired 1 new gate officer and has 1 remaining vacancy. We continue to use ABA to help with staffing shortages.
- Patrol non-covered shifts: 168 YTD hours total. (+4 hours unexpected sick)
- ABDI Software Upgrade Project: ABDI will be updated to a newer gate access system – Continental. Contracts have been signed and they are waiting on the arrival of parts. As of 12/09/2021 Parts are still in a holding pattern.
- A new security vehicle has been purchased for patrol. A Toyota pickup truck currently undergoing the process of making it patrol ready. (outside ready for inspection)
- LDAR will be purchased for night time speeding operations.

Rancho Murieta Association activity:
We continue to work with the RMA Leadership on a regular basis. Our focus is to improve our level of service and have positive contacts with residents. The following list is the current focus of our meetings.
- General non-arch rules enforcement (see Violation Summary Report): continued to attend RMA Compliance meetings.
- Stop Sign enforcement – enforcement missions conducted each week; other violations issued during regular patrol
- Speed enforcement – enforcement missions conducted each week during the daytime hours only; other violations issued during regular patrol (37 speeding citations) Should increase with new LDAR.
- Security Supervisor had a direct meeting with GM at RMA, items discussed A) Writing citations in the back area, B) Revised Non-Arc Rules C) Citation's requirements D) Synergy between RMA and CSD.
- Fire Safety Council Briefing - Special Guest was Director Merchant

Murieta Village activity:
- On calendar to meet with leadership after holidays.

Rancho Murieta Commercial Owners Association activity:
- Attempting to get on Calendar after holidays.

Rancho Murieta Association
Violation Item Summary Report -- 2021
Violations Written by RMCSD Security

Violation Item Summary Report	Jan CSD	Feb CSD	Mar CSD	April CSD	May CSD	June CSD	July CSD	Aug CSD	Sept CSD	Oct CSD	Nov CSD	Dec CSD	Total CSD
Motor vehicle violations:													
Motorcycle													0
No drivers license		1	2	1			1			1			6
Speeding	5	1	12	20	7	8	2	21	22	10	37		145
Speeding - twice speed limit													0
Stop signs			1	1		4	2	4	1	2			15
Bus stop signs													0
Use of streets	1							3					4
Parking:													0
Driveway parking	4	1	17	16	9	1	3	7	7	16	21		102
Guest parking		3					1	1	1		1		7
Overnight street parking	13	4	14	10	11	5	2	7	13	4	4		87
Unauthorized Vehicle (24 hr pass)			4	3	3	2	1	5	3	3	2		26
Accumulation/dumping of debris													0
Advertising signs													0
Barbeques, open fires, bonfires			2										2
Carrying passengers/overloaded cart							1						1
Clothes lines													0
Commercial vehicle lettering					1	1							2
Construction overnight parking													0
Park hours / curfew	8		5	2	1	9	5	16	2		2		50
Decorative lights													0
Discharge of firearm													0
Dog park investigations													0
Dwelling exterior alterations													0
Failure to identify													0
Fences, screens & enclosures													0
Guest w/o resident in comm areas			3	1		2		1		1			8
Home business activities													0
Noxious activities			1	1		2	1						5
Open garage doors													0
Pets - off leash / teathered / noise	1	1		2	2	2				1	1		10
Property maintenance													0
Sign rules													0
Skating in common area													0
Sports equip/trampoline/basketball				1									1
Storage of building materials													0
Stored vehicles							2	1					3
Trash containers													0
Use of common areas & facilities			1										1
Vandalism													0
Vehicle repair or maintenance								1					1
Village/Villas violations													0
Working days & hours	2												2
Total Violations Written by CSD	34	11	62	58	34	36	21	67	49	38	68	0	478

4C3. Gate Entry Reports - Pending

Call Type	SWING SHIFT 1500-2300	DAY SHIFT 0700-1500	GRAVEYARD SHIFT 2300-0700	Total
ALARM	1	2	1	4
ANIMAL COMPLAINT	5	5		10
ASSAULT	1			1
ASSIST OTHER AGENCY	1	1		2
BURGLARY		2		2
CITATION	1		7	8
DISTURBANCE	3	2	1	6
EXTRA PATROL	6	8	17	31
FOLLOW UP		1		1
GUN SHOTS		1		1
IRRIGATION DAMAGE	1			1
JUVENILE DELIQUENCY	5	1	2	8
MEDICAL AID	2	4		6
MISCELLANEOUS	4	4	1	9
MISSING PERSON	1			1
PARKING	1	1	19	21
PETTY THEFT	1		1	2
REFUSED ENTRY		3		3

Call Type	SWING SHIFT 1500-2300	DAY SHIFT 0700-1500	GRAVEYARD SHIFT 2300-0700	Total
RESIDENT COMPLAINT	9	5	7	21
RMA RULE VIOLATION	5	2	2	9
SAFETY ADVISAL		1		1
SPEEDING COMPLAINT		1	1	2
STOLEN/LOST PROPERTY	1			1
STOLEN/MISSING VEHICLE	1			1
SUSPICIOUS ACTIVITY	3	1	3	7
SUSPICIOUS PERSON	2			2
SUSPICIOUS VEHICLE	4	3	5	12
TRAFFIC ENFORCEMENT	3	5	2	10
TRESPASSING	3	6	1	10
VANDALISM	4		1	5
VEHICLE ACCIDENT	2	3		5
WATER LEAK	2	2	3	7
WELFARE CHECK	2	1	1	4
Total	74	65	75	214

INCIDENTS OF NOTE
November 1-30, 2021

November 02, 2021: Theft of a motor vehicle at Bel Air
CSD Security was informed that a Bel Air employee's Kawasaki Mule was stolen. Security reviewed video footage from Bel Air, the Village and OE3 camera systems and observed the suspect's last location was heading though open property along the airport towards the county bridge. Later that evening CHP recovered the vehicle in ditch by Jackson Hwy. The suspects were eventually arrested three days later by Amador County Sheriffs for the Grand Theft Auto.

November 5, 2021: Grand Theft-Retreats
Security responded to a grand theft of an I-pad and I-phone on retreats trail. The items were left outside in the patio areas. The victim refused to report the incident to the SSD and refused contact with CSD security staff.

November 12-27: Burglary Retreats-Trail CT
The victims were away on vacation and upon their return they discovered that unknown suspects forced entry into the back windows. The suspect(s) entered the location and ransacked various rooms however, removed no property. The suspects fled the scene. SSD responded and completed a 459 report. **Note:** No witnesses or video camera footage was recovered.

<div align="center">**MEMORANDUM**</div>

Date: December 10, 2021
To: Board of Directors
From: Michael Fritschi, P.E. - Director of Operations
Subject: Operations Report

SB 170 Funded Projects – An update of the SB 170 funded projects are as follows:

Wastewater Facility Disinfection - The District has contracted with West Yost & Associates to complete the Ultraviolet Disinfection vs Sodium Hypochlorite Lifecycle Analysis. The results from the analysis and recommendation to move forward will be brought to the improvements committee upon completion of the analysis.

Water Treatment Facility Sodium Hypochlorite Conversion – The District has released a request for proposal (RFP) for the design services related to the upgrade of the water treatment disinfection system from chlorine gas to sodium hypochlorite. A team will be assembled to review and rate the proposals and bring the recommendation to the improvements committee.

Granlees Intake Safety Project – HDR Engineers met with District staff at the Granlees intake site and reviewed and discussed the various safety and environmental project components. HDR will present a proposal to perform the necessary design and environmental permitting to move the project to be ready for construction.

Imminent Infrastructure Rehabilitation – Various critical infrastructure issues were identified and will need to be addressed. Some of these items are in the process of being addressed:

Water Treatment Facility
Back-Pulse Pumps (Plant 1) – Due to some extended maintenance required for the filter in Plant 2, the first back-pulse pump will not be removed from service from Plant 1 until mid-December.

Membranes (Plant 1) -Some of the Plant 1 membranes are requiring extensive repairs. This has caused significant after-hours required response by operations staff to repair the membranes and keep Plant 1 in operation. It is likely that the membranes are approaching the end of their useful life (7-10 years). According to the manufacturer, the repairs are not UV-curing properly due to the buildup of potassium permanganate staining on the membrane covers blocking the UV-curing process. Plant staff will be increasing the chemical membrane cleaning regiment in an effort to prevent the staining.

Wastewater Treatment Facility
Wastewater Tertiary Feed Pumps – These pumps have been removed by crane and have been examined for rehabilitation by vendors for bid purposes. The District will move forward with rehabilitation prior to recycle water season.

<u>Wastewater Plant Water Pumps</u> – The plant water pumps (hydropneumatic system) were previously replaced in June of this year and have recently failed due to severe rust exfoliation issues. The District is in the process of working with the manufacturer to provide a solution and/or significant compensation for the equipment. The vendor has recently obtained one of the pumps and has taken it to have the volute sandblasted and recoated. The District will be able to put the pump to test during the recycled water season. If the solution works, the manufacturer will coat the second pump.

Water Distribution System – An 8-inch valve located at De La Cruz and De La Pena Circle has failed. The valve stem sprung a leak on November 25th and staff had to respond to the water leak and have isolated the valve and reduced the leakage. Staff have contacted local contractors to get quotes to replace the valve. The valve is buried approximately 15 ft. The District has received (2) quotes with a time and materials range between $30,000 and $40,000 to replace the valve. This higher cost to replace is due primarily to the depth of excavation and proximity of the valve.

Wastewater Collection System – Staff have identified (4) lift stations in need of major rehabilitation and/or replacement. These stations pose a higher probability of failure and a varying consequence of failure depending on location and number of customers served. A memorandum will be presented to the Board at the next improvements committee on the status of each lift station and recommendations for each corrective action to be taken.

RAW WATER STORAGE & DELIVERY

The District can pump water from the Consumes river when the flow is higher than 70 cubic feet per second as measured at Michigan Bar gauge station from November 1 to May 31. Typically, the District abstains from pumping during the first few precipitation events in order to allow large amounts of turbidity from silt or other material to move through the river. The District measures the turbidity (clarity) of the water and will begin to pump when the turbidity settles down below 20 nephelometric turbidity units (ntu's). The last five years the District had started annual pumping as early as November 1 and as late as January 6th. Due to the Caldor fire affecting 40% of the watershed, the District had decided to hold off on pumping until special testing and analysis could be conducted for pollutants related to fire retardant such as total organic carbon.

The levels of phosphorus and total organic carbon were tested to be within acceptable levels and the District began pumping with (1) 125 hp pump on November 17. The river flow at Michigan Bar fell sharply after the November rain event and the District had to shut down pumping on November 22nd.
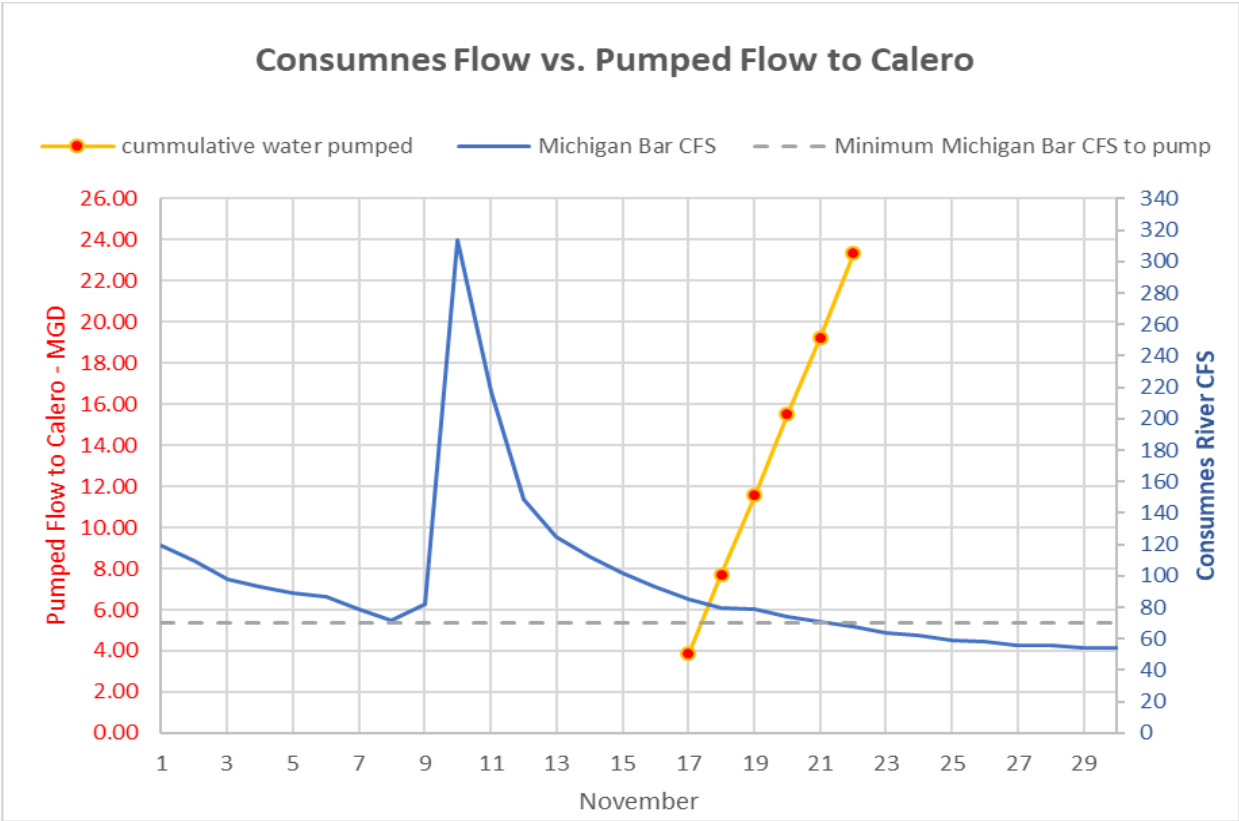
Figure 1. Michigan Bar Flow vs Cumulative Pumped flow to Calero in November

Table 1. Raw Water to Calero and Potable Water Production in November

	November 2021		November 2020		difference from 2020	%diff
	mgal	acre-ft	mgal	acre-ft	acre -ft	
Granlees to Calero	23.35	71.66	0.00	0.00	71.66	-
Potable Water Production	50.40	154.67	37.87	116.23	38.44	33%

As of November 30, 2021, the total water stored between Clementia, Chesbro, and Calero totaled 8,532.5 acre-ft, 1.7% more (145.3 acre-ft) than in November 30, 2020. November wastewater storage available for production is at 136.9 acre-ft, a 218% increase over the same level from last year. The increased volume of available water in the wastewater storage lagoon for tertiary processing is most likely based on the record rainfall accumulation received in October and will likely result in more water available next year to send to the golf courses should the trend continue.

Table 2. Raw Water and Wastewater Reservoir Storage comparisons 2020 to 2021

	November 2021		November 2020		difference from 2020	%diff
	mgal	acre-ft	mgal	acre-ft	acre -ft	
Clementia Storage	266.3	817.3	264.2	810.6	6.7	0.8%
Chesbro Storage	1041.1	3195.0	1044.2	3204.6	-9.6	-0.3%
Calero Storage	1472.9	4520.2	1424.6	4372.0	148.2	3.4%
Total of all Raw Water Reservoirs	2780.3	8532.5	2733.0	8387.2	145.3	1.7%
Wastewater Storage Reservoir available for production	44.6	136.9	14.0	43.0	93.9	218.4%

The combined storage of Calero and Chesbro were trended over the last 3 years. The trend shows the combined storage trending lower than 55% combined storage all three years with a decreased filling trend in 2021. The end of November level in 2021 came up in part due to record rainfall and earlier pumping from Granlees than in 2020.
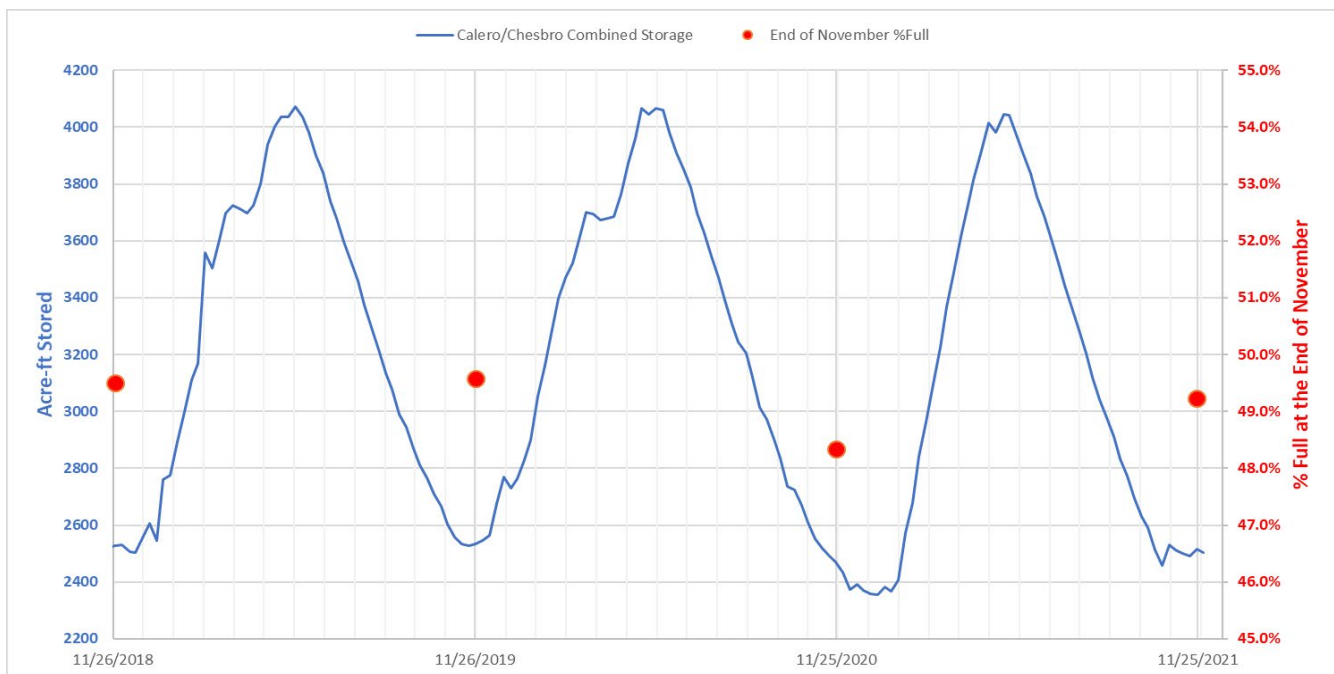

Figure 2. Storage Curve for Calero/Chesbro 2018 to Present

While over 250 acre-ft was taken from Clementia to support the south course and local agricultural needs, early rains in October/November have increased the current level of Clementia to a slightly higher level from around the same time last year.
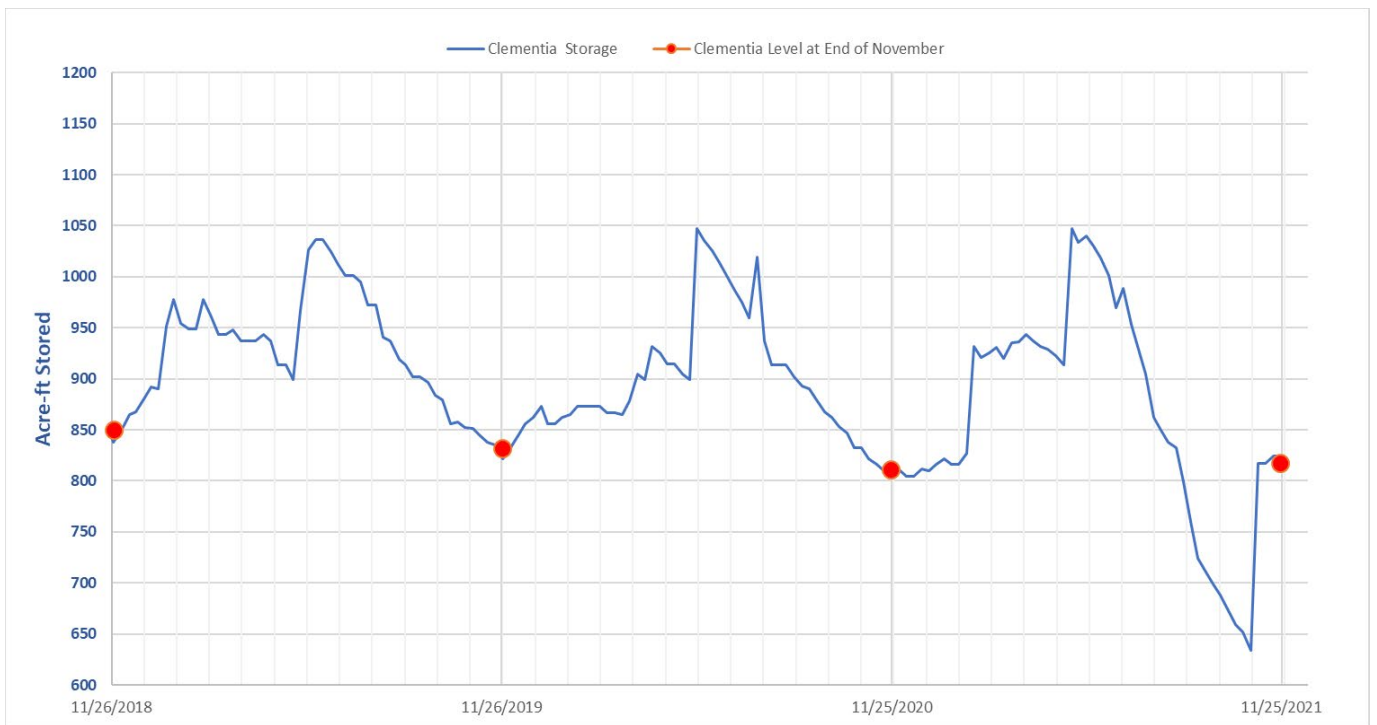
Figure 3. Storage Curve for Clementia 2018 to Present

WATER & WASTEWATER TREATMENT FACILITIES PRODUCTION

The #2 water plant has been shut down for winter maintenance and is in the process of having sand amended to the filter. Repairs will need to be conducted next year to the filter underdrain system. After completion of Plant #2 maintenance, Plant #2 will be brought back online to allow for the (2) back pulse pumps in plant #1 to be rehabilitated.

The residential potable water usage is denoted as the average annual gallons per day per capita (GPDPC) is forecasted to come in at 152 GPDPC for the year 2021. Depending on the methodology used to calculate GPDPC, the District is clearly meeting the previous "self-set" 2015 and 2020 targets of reducing below 238 GPDPC and 268 GPDPC respectively as designated in the 2010 Integrated Water Master Plan Update. The GPDPC numbers were recently revised based on the updated census data of 2.8 persons per residence vs 2.009 persons per residence prior to 2020.
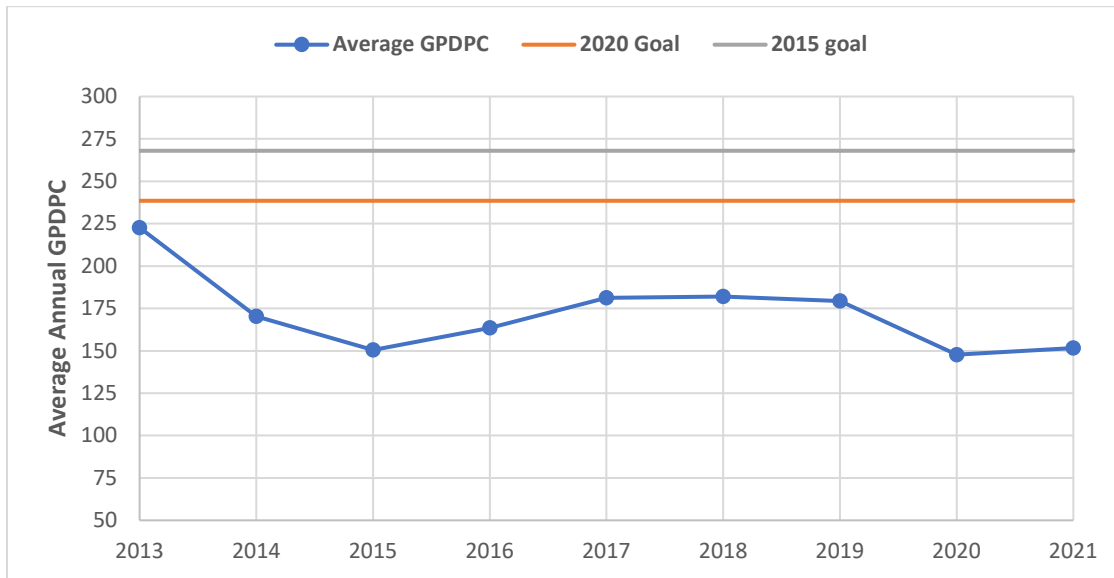
Figure 4.Eight-year trend of Gallons Per Day Per Capita compared to 2015 and 2020 goals

As of November 30, 2021, year to date potable water production totaled 1,666.1 acre-ft, 23.8 acre-ft (1.5%) higher than November 2020 year to date use. Development water use accounts for 56% (13.43 acre-ft) of the increased production from 2020. The June hydrant leak (8.5 acre-ft) accounts for 36% of the increased production from 2020.

Table 3. Water & Recycled Water Production Year to Date 2020 vs 2021 – (mgal = million gallons)

	Year to Date 2021		Year to Date 2020		difference from 2020	%diff
	mgal	acre-ft	mgal	acre-ft	acre -ft	
Recycled Water Production	119.6	367.0	157.2	482.4	-115.4	-23.9%
Potable Water Production	542.9	1,666.1	535.1	1,642.2	23.8	1.5%

Table 4. Potable Water used for Development

	November 2021		year to date	
	mgal	acre-ft	mgal	acre-ft
Riverview (potable)	0.001	0.004	3.93	12.07
Retreats (potable)	0.12	0.38	0.44	1.36

FIELD UTILITY SERVICE

The utility field service crew responded to (37) Utility Star work orders, (9) 811 USA locates, and (5) homeowner calls. Four water leaks were repaired. The field utility crew began focusing on sewer cleaning and keeping storm drains clear and jetted 13,758 feet of sewer main line. In addition, 300 feet of sewer main line was video inspected (Reynosa to main-lift south). A total of (11) problem area manholes inspected for root intrusion and cleaned as needed.

SITE DEVELOPMENT & STORM WATER BEST MANAGEMENT PRACTICE (BMP)

As the MS4 holder, the District is responsible for monitoring (4) currently active site developments for erosion control and stormwater best management practice (bmp) compliance. The District has (2) part time inspectors being utilized to observe site construction and the District meets weekly to review site compliance and utility construction concerns. The following are updates on the various sites:

Retreats – Work has continued with storm and sewer lines being installed along what will become Robbia Way (off of De La Cruz).

Riverview – Water and sewer line installation have been completed for Phase 1a along Reynosa Drive. Drainage infrastructure has been installed from Reynosa Drive to Bird loop.

Murieta Gardens – Minor Civil work has occurred on Lot 11, and staff have worked with the developer to ensure adequate wet weather BMP's are in place.

Airport Expansion – Work has resumed at the airport and the District has requested that the proper wet weather BMP's be maintained.

STAFFING

Peter Reagan, a resident of Rancho Murieta, and experienced field Inspector has joined the District Construction management team as a retired contract employee. Adding Peter allows the District to provide continual construction observation at the development sites. Peter's salary is funded from developer deposits.

On the 16th of December, the District will be interviewing (3) candidates for the Operator in Training position and (4) candidates for the certified Operator position. The certified Operator position can range between Operator in Training, Level 1, Level 2, and Level 3, depending on the level of certification attained by the operator. Ultimately, the Operator in Training Position will need to be converted to the Operator position to be able to retain the operator, once the operator becomes certified at Levels 1, 2 and 3.

Rancho Murieta Community Services District

January 2022

Board/Committee Meeting Schedule

January 4, 2022

Personnel	**7:30 a.m.**
Improvements	**8:00 a.m.**
Finance Meeting	**10:00 a.m.**

January 6, 2022

Communications/Technology	**8:30 a.m.**
Security	**10:00 a.m.**

January 19, 2022

Regular Board Meeting - Open Session @ 5:00 p.m.

Ms Frost

Below is the problem I have had with the Rancho Murieta Community Service District about my water bill.

I received my normal water bill for my usage in June and was sure that I had been bill wrong. Normally my usage runs anywhere from 8 units to 10 units. This bill charged my for 3700. My husband and I live in a townhouse and all our outside plants are watered by Rancho Murieta Association. After I called and RMCSD sent a gentleman out to make sure we did not have a water leak I went to the RMCSD and wanted to know what was wrong.
I talked to a lady named Mimie and she agreed to change the amount due to 2300 and would give me a credit for the balance in July for $ 26.74. In July I was billed at a rate of $ .0191 and on the statement was the credit of $ 26.74 However when I added the charges up they never deducted the credit. I went to RMCSD office and talked to Mimie again and she said she would take care of the problem. This was not the only problem I found with the statement. In August the statement shows I was billed at a rate of $.0191 but on the statement in did not add up so I told Mimie the bill was not correct again she said it would be correct next month I continued to correct my charge and pay the amount biased on the statement I received less the $26.74 I never received.

Ms O'Keefe replaced Mimie in (Aug. I think)and she said the problem was the statement usage rate had not been changed and the rate was .0217 and she would need to go over the complete bill. In Oct I paid all the amounts that I had deducted when the statement was not correct with hope maybe I would get the statement in November with everything corrected. In November I sent a email to Ms. O'Keefe regarding I still had not received my credit of $26.74 from last July statement and that I had paid all the money that I deducted from all the wrong billing using the wrong usage rate. Ms. O'Keefe responded and I quote "Good afternoon El Louise, I hope you are doing well. You account will be corrected prior to belling at the end of the month. My apologies for this taking so long to resolve; we finally have some new staff here so my hope is that we will be able to provide better customer service to our residents in the near future." I have been waiting for a corrected bill thinking good she is on the right track and everything will be correct.

Having said all that today Dec. 9, I received my statement and instead of finally giving me my credit of $ 26.74 I was billed for a late payment (because I waited for my corrected statement and never received", and also late charges for the amount I deducted every month since July.

I called the public Utilities and also Sacramento County and they suggested I send you and all the board of directors a copy of this problem. I have all the statement even the one showing I was to have a credit if you need. Anything you can do to help with this small but still mess I would appreciate

thank you,

El Louise Waldron Laster

CC. Tmaybee@rmcsd.com
    Rjenco@rmcsd.com
    lbutler@rmcsd.com
    jmerchant@rmcsd.com
    mcohll@rmcsd.com
    slindenfeld@rmcsd.com
    thenning@rmcsd.com
    pokeefe@rmcsd.com

MEMORANDUM

Date: December 10, 2021

To: Board of Directors

From: Paula O'Keefe, Director of Administration

Subject: Adoption of District Policy P2021-04, Credit Card Policy

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RECOMMENDED ACTION

Adoption of District Policy P2021-04, Credit Card Policy.

BACKGROUND

The purpose of this policy is to comply with all U.S. Bank requirements to participate in the Cal-Card program. The District currently utilizes the Cal-Card as a payment mechanism, which allows employees to purchase items through websites, as well as fuel for vehicles.

The changes were sent to Bartkiewicz, Kronick & Shanahan Law firm, who provided additional recommendations for Board review and approval. Staff brought the policy to the Finance Committee on December 7, 2021 and the Committee members recommended bringing the updated credit card policy for Board approval.

SUMMARY

This policy has not been updated since 2010 and many changes with U.S. Bank have occurred. The District needs to memorialize these in policy and provide District staff with the updated policies for review and signature.

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Category:	Financial	Policy # ~~2010-09~~2021-04
Title:	Distribution and Use of District Credit Cards	

PURPOSE

This ~~statement~~ policy is intended to provide ~~policy and~~ direction to District staff regarding the use of District-issued credit cards, ~~and protect the District~~ including direction ~~against~~ regarding the misuse of such credit cards, both to protect the assets of the District and to protect the District's credit.

BASIC POLICY AND OBJECTIVES

Credit cards will be issued to employees as designated by the General Manager. The CAL-Card is a credit card issued by U.S. Bank in the name of the cardholder and billed to the District. U. S. Bank does not conduct a credit check on ~~your~~an employee's personal credit history before issuing ~~you~~ a ~~purchasing~~CAL- card. Issued ~~credit~~CAL- cards will remain the sole property of the District and will be issued in the names of both the authorized employee and the District. ~~District-issued credit~~CAL- cards may be used only for approved and/or budgeted District business expenditures and only by the employee to whom the credit card is issued. CAL-Cards may not be used for the payment for services, due to the complexity of IRS 1099 reporting requirements. Employees shall not give ~~the~~a CAL-card ~~credit card~~ issued in their name to any other employee, contractor or non-employee/person for any reason, including to make purchases. ~~If a purchase is made by credit card, the cardholder must be able to substantiate that the purchase was necessary and for District use. Personal charges may not be made to any District-issued credit card.~~

~~Credit~~ CAL-card spending limits ~~and~~ may differ from employee to employee depending on ~~their~~the employee's purchasing responsibility. Maximum single- purchase limits and maximum monthly limits are set for each CAL-card by the Director of Administration pursuant to ~~in conjunction with~~the District's Purchasing Code. The timeframe for a monthly limit is the 30-day billing cycle.

All purchases made using a CAL-card must be substantiated. For every purchase or charge, an employee shall retain and submit a receipt. Purchases and charges made with a CAL-card ~~District credit card~~ that cannot be substantiated with ~~without~~ receipts may result in loss of ~~credit~~CAL- card privileges. A CAL-Card may never be used for personal purchases or charges Misuse of ~~the~~a CAL-card ~~District's credit card~~ for any personal expenses is ~~prohibited and~~ grounds for disciplinary action, including loss of all credit card privileges, as well as possible termination of employment. In addition, the employee ~~placing~~who uses as CAL-Card for any personal expenses ~~on any District credit card~~ will be required to immediately reimburse the District.

~~Credit cards~~CAL-Cards are not to be used to circumvent other established purchasing procedures. ~~They~~CAL-Cards are not to be used to purchase materials, supplies and services that can be purchased through other established purchasing processes.

~~Credit~~ CAL-card statements and supporting receipts may be subject to review by the District's Director of Administration, or Cal-Card Program Administrator.

~~It is the policy of the District that the General Manager shall determine who among the staff will hold a company credit card.~~

~~Issued credit cards will remain the sole property of the District and will be issued in the names of both the authorized employee and the District. District issued credit cards may be used only for approved or budgeted District business expenditures and only by the employee to whom the credit card is issued. Employees shall not give the credit card issued in their name to any other employee, contractor or non-employee/person to make purchases. Personal charges may not be made to any District-issued credit card. If a purchase is made by credit card, the cardholder must be able to substantiate that the purchase was necessary and for District use.~~

~~All purchases must be substantiated. Purchases made with a District credit card without receipts may result in loss of credit card privileges. Misuse of the District's credit card for any personal expenses is prohibited and grounds for disciplinary action, including loss of all credit card privileges as well as possible termination of employment. In addition, the employee placing personal expenses on any District credit card will be required to immediately reimburse the District.~~

~~Credit cards are not to be used to circumvent other established purchasing procedures. They are not to be used to purchase materials, supplies and services that can be purchased through other established purchasing processes.~~

~~Credit card statements and supporting receipts may be subject to review by the District's Director of Administration. Any late charges incurred by the District due to the late return of credit card receipts by cardholders will be paid by the cardholders personally.~~

PROCEDURES

~~A detailed list of cards including cardholder name, card number, expiration date, and credit limit shall be kept by the District.~~

~~Cardholders may use their District credit card only to pay for District approved expenditures. After each purchase, the detailed itemized receipt and a brief written description of the purpose of the expenditure (notated on the receipt) must be submitted to the District, to be attached to the monthly credit card statement. The credit card charge slip by itself is not sufficient documentation. The cardholder must sign or initial the receipt and give it to the Accounting Assistant, who will reconcile the receipts with the monthly credit card statement. If any receipts are missing, it will be the cardholder's responsibility to either dispute the charge or supply the necessary itemized receipt in a timely manner. You will be responsible for paying any late charges resulting from your inability to produce the required receipt in a timely manner.~~

~~Staff should submit a request for a credit card to the Director of Administration, subject to the approval of the General Manager.~~

Upon leaving the District's employ, cardholders must return their credit card to the Director of Administration.

If your credit card is damaged, lost or stolen, immediately notify the Director of Administration. A new credit card will be provided to you as quickly as is practicable.

USE OF DISTRICT CREDIT CARDS

The Cal-Card and other District credit cards are a payment mechanisms and do not preclude employee cardholders from adherence to all District procurement regulations, policies and procedures. The following conditions must be met when using a CAL-card: District card cards.

1. EachA single purchase transaction may be comprised of multiple items, but the total purchase amount cannot exceed the single purchase dollar limit assigned to the cardholder.
2. All methods to ensure cost effective purchases must be utilized prior to purchase.
3. Cardholders must follow their Department's administrative procedures to ensure that sufficient appropriations are available prior to making a purchase.
4. The District credit cardGovernment Code 1090 prohibits District employees from having a personal financial interest in any contract made by them in their capacity as District employees. To ensure that District employees do not unknowingly violate Gov. Code 1090 through use of a CAL-Card, it is the District's policy that the CAL-Card not must not be used for any purchases or charges when the cardholder has a personal interest, familial relationship, or other close connection to the vendor from whom the purchase or charge is made. or knowledge which would create a conflict of interest. An example is using a CAL-card to make a purchase buying from a relative or close friend.
5. Intentional misuse of the creditCAL- card for any reason other than official District purposes is expressly prohibited, will result in immediate cancellation of youran employee's purchasingCAL- card and purchasing privileges, and may result in disciplinary action. Cardholders in violation of this policy will be personally liable to the District for the amount of the purchase.

PROHIBITED USES:

U. S. Bank prohibits the following uses of the Cal-Card Credit Card:

Financial institution/manual cash
Financial institution/auto cash
Financial institution/merchandise
Non-financial institution/Purchase of Foreign Currency/Money Order/Travelers Checks
Security brokers and dealers
Timeshares
Fines
Bail and bond payments
Wire transfer -- money order
Dating and escort services
Massage parlors
Betting/track/casino/lotto

RESTRICTED USES:

~~Credit cards may not be used for purchasing services due to the complexity of IRS 1099 reporting requirements.~~ The District has established the following additional prohibitions ~~restrictions~~on the use of CAL-Cards:

Personal use
Ammunition and weapons
Cash advances
Fixed asset purchases and capitalized property
Maintenance contracts and service agreements
Work on District property by outside contractors
Splitting of purchases to circumvent the purchasing authority thresholds of either procurement rules or daily card purchase limits

PROCEDURES

A detailed list of all issued CAL-cards shall be maintained by the District Director of Administration, or the Cal-Card Program Administrator, and shall include ~~including~~ cardholder name, card number, expiration date and credit limit. ~~shall be kept by the District Director of Administration, or Cal-Card Program Administrator.~~

The cardholder is responsible for:

1.   Security of the CAL-Card
2.   Appropriate use of the CAL-Card
3.   Compliance with established District Purchasing Policies and Procedures
4.   Reconciliation of CAL-Card
5.   Timely submittal (within 5 days of receipt of statement) of Cal-Card reconciliation for payment

The approver is responsible for:

1.   Reviewing all charges
2.   Ensuring all purchases are appropriate
3.   Ensuring no prohibited items have been purchased
4.   Ensuring all proper documentation is attached to the CAL-Card Statement Use

TRAVEL EXPENSES:

The CAL-Card may be used to offset approved travel expenses such as rental car, airline tickets, hotel costs and meals within per diem limits (alcoholic beverages strictly prohibited) and fuel if driving a District vehicle.

LOST OR STOLEN CARDS:

Immediately notify U. S. Bank at 1-888-344-5696 (if you are outside the United States call collect to 1-701-461-2010), the Director of Administration, or Cal-Card Program Administrator and Department Manager of a lost or stolen card or if you believe that your account number has been compromised in any way. Please provide the following information: your complete name and card number, the date U. S. Bank Customer Service was notified and any purchases made on the day the card was lost or stolen.

Under most circumstances, a new card with a new account number will be issued to you within 24 hours. The card will be delivered to the District Director of Administration, or Cal-Card Program Administrator, who will meet with you and give you the new card.

Staff should submit a request for a credit card to the Director of Administration, subject to the approval of the General Manager.

Upon leaving the District's employ, cardholders must return their credit card to the Director of Administration, or Cal-Card Program Administrator.

Approved by Rancho Murieta Community Services District's Board of Directors	August 18, 2010

Employee Acceptance: By signing this agreement, I hereby represent that I have read, understand, and agree to the District's Distribution and Use of Credit Cards Policy #~~2010-09~~2021-04.

_____
Date

_____
Signature

_____
Print name here

Approved by Rancho Murieta Community Services District's Board of Directors	

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Category:	Financial	**Policy P2021-04**
Title:	Distribution and Use of District Credit Cards	

PURPOSE

This statement is intended to provide policy and direction to District staff and protect the District against misuse of such credit cards, both to protect the assets of the District and to protect the District's credit.

BASIC POLICY AND OBJECTIVES

Credit cards will be issued to employees as designated by the General Manager. The CAL-Card is a credit card issued in the name of the cardholder and billed to the District. U. S. Bank does not conduct a credit check on your personal credit history before issuing you a purchasing card. Issued credit cards will remain the sole property of the District and will be issued in the names of both the authorized employee and the District. District-issued credit cards may be used only for approved or budgeted District business expenditures and only by the employee to whom the credit card is issued. Employees shall not give the credit card issued in their name to any other employee, contractor, or non-employee/person to make purchases. If a purchase is made by credit card, the cardholder must be able to substantiate that the purchase was necessary and for District use. Personal charges may not be made to any District-issued credit card.

Credit card spending limits and may differ from employee to employee depending on their purchasing responsibility. Maximum single purchase limit and maximum monthly limit are set for each card by the Director of Administration in conjunction with District Purchasing Code. The timeframe for a monthly limit is the 30-day billing cycle.

All purchases must be substantiated. Purchases made with a District credit card without receipts may result in loss of credit card privileges. Misuse of the District's credit card for any personal expenses is prohibited and grounds for disciplinary action, including loss of all credit card privileges, as well as possible termination of employment. In addition, the employee placing personal expenses on any District credit card will be required to immediately reimburse the District.

Credit cards are not to be used to circumvent other established purchasing procedures. They are not to be used to purchase materials, supplies and services that can be purchased through other established purchasing processes.

Credit card statements and supporting receipts may be subject to review by the District's Director of Administration, or Cal-Card Program Administrator.

PROCEDURES

USE OF DISTRICT CREDIT CARDS

The Cal-Card and other District credit cards are a payment mechanism and do not preclude cardholders from adherence to all District procurement regulations, policies, and procedures. The following conditions must be met when using District card cards.

1. Each single purchase may be comprised of multiple items, but the total cannot exceed the single purchase dollar limit assigned.
2. All methods to ensure cost effective purchases must be utilized prior to purchase.
3. Cardholders must follow their Department's administrative procedures to ensure that sufficient appropriations are available prior to making a purchase.
4. The District credit card must not be used for purchases when the cardholder has a personal interest or knowledge which would create a conflict of interest. An example is buying from a relative or close friend.
5. Intentional use of the credit card for other than official District purposes is expressly prohibited, will result in immediate cancellation of your purchasing card, and may result in disciplinary action. Cardholders in violation of this policy will be personally liable to the District for the amount of the purchase.

PROHIBITED USES:

U. S. Bank prohibits the following uses of the Cal-Card Credit Card:

- Financial institution/manual cash
- Financial institution/auto cash
- Financial institution/merchandise
- Non-financial institution/Foreign Currency/Money Order/Travelers Checks
- Security brokers and dealers
- Timeshares
- Fines
- Bail and bond payments
- Wire transfer -- money order
- Dating and escort services
- Massage parlors
- Betting/track/casino/lotto

RESTRICTED USES:

Credit cards may not be used for purchasing services due to the complexity of IRS 1099 reporting requirements. The District has established the following restrictions:

- Personal use
- Ammunition and weapons
- Cash advances
- Fixed asset purchases and capitalized property
- Maintenance contracts and service agreements
- Work on District property by outside contractors
- Splitting of purchases to circumvent the purchasing authority thresholds of either procurement rules or daily card purchase limits

PROCEDURES

A detailed list of cards including cardholder name, card number, expiration date and credit limit shall be kept by the District Director of Administration, or Cal-Card Program Administrator.

The cardholder is responsible for:

1. Security of the CAL-Card
2. Appropriate use of the CAL-Card
3. Compliance with Purchasing Policies and Procedures
4. Reconciliation of CAL-Card
5. Timely submittal (within 5 days of receipt of statement) of Cal-Card reconciliation for payment

The approver is responsible for:

1. Reviewing all charges
2. Ensuring all purchases are appropriate
3. Ensuring no prohibited items have been purchased
4. Ensuring all proper documentation is attached to the CAL-Card Statement Use

TRAVEL EXPENSES:

The CAL-Card may be used to offset approved travel expenses such as rental car, airline tickets, hotel costs and meals within per diem limits (alcoholic beverages strictly prohibited) and fuel if driving a District vehicle.

LOST OR STOLEN CARDS:

Immediately notify U. S. Bank at 1-888-344-5696 (if you are outside the United States call collect to 1-701-461-2010), the Director of Administration, or Cal-Card Program Administrator and Department Manager of a lost or stolen card or if you believe that your account number has been compromised in any way. Please provide the following information: your complete name and card number, the date U. S. Bank Customer Service was notified, and any purchases made on the day the card was lost or stolen.

Under most circumstances, a new card with a new account number will be issued to you within 24 hours. The card will be delivered to the District Director of Administration, or Cal-Card Program Administrator, who will meet with you and give you the new card.

Staff should submit a request for a credit card to the Director of Administration, subject to the approval of the General Manager.

Upon leaving the District's employ, cardholders must return their credit card to the Director of Administration, or Cal-Card Program Administrator.

Approved by Rancho Murieta Community Services District's Board of Directors	

Employee Acceptance: By signing this agreement, I hereby represent that I have read, understand, and agree to the District's Distribution and Use of Credit Cards Policy #2021-04.

_____   _____
Date   Signature

                                            _____
                                            Print name here

Approved by Rancho Murieta Community Services District's Board of Directors	

MEMORANDUM

Date: December 10, 2021

To: Board of Directors

From: Paula O'Keefe, Director of Administration

Subject: Adopt Resolution R2021-06 Authorizing the District to Enter into an Agreement with Tyler Technologies for Incode Enterprise Resource Planning (ERP) system; Appropriate Funds in the amount of $80,000 for Project Management; and Appropriate Funds in the amount of $17,426 for additional Project Costs

_____

RECOMMENDED ACTION

It is recommended that the Board adopt a resolution to:

1.   Authorize the General Manager to sign and execute the agreement, and amendments thereto, with Tyler Technologies in the amount not to exceed $159,426 (CIP# 22-09-04), attached as Exhibit 1.

2.   Authorize a transfer of funds in the amount of $80,000 from Administration unrestricted reserves to procure a project manager that will assist the District throughout the duration of the ERP development and implementation, amend the FY 2021-22 budget and appropriate funds.

3.   Authorize a transfer of funds in the amount of $17,426 from Administration unrestricted reserves to include $9,426 for the remaining cost of the Tyler Technologies contract and $8,000 for 5% project cost contingency to cover any potential contract amendments, amend the FY 2021-22 budget and appropriate funds.

4.   Approve findings to support and justify an exception to the competitive bid process.

5.   It is further recommended that the General Manager be authorized to take all necessary and appropriate actions to carry out the purpose and intent of this resolution.

Summary
An Enterprise Resource Planning (ERP) system is a computer software system that is the system of record for financial and human resource data. Currently the District utilizes several segregated systems to process General Ledger Accounting and Budget, A/P and Procurement, Payroll and Utility Billing. The current systems process independently of one another and often require lengthy manual processes to ensure data integrity.

Replacing the existing standalone systems will be an approximate nine to twelve month endeavor comprised of multiple module implementations with a phased in approach. Implementing a new ERP system is a key element to address internal control concerns, inaccurate financial reporting, and a multitude of financial audit findings. Implementation of a new ERP system is necessary for modernizing the District's core financial and Utility Billing systems, which are outdated and over 20

years old. The current ERP system fails to provide the District with timely critical information that the decision-makers require.

A new ERP solution will eliminate many of the existing inefficiencies, such as excel-based manual processes, extensive paper-based workarounds, lengthy manual data entry processes and inconsistent technical support of the standalone systems. Because of the extensive inefficiencies created through these outdated processes, District staff have been unable to focus on other process improvements and special projects that would bring the District also enable the District to redirect those resources to higher priority activities, improve the District's organizational capacity and strengthen its technology infrastructure and meet the District Board goals to achieve fiscal sustainability.

The new ERP solution will enable the District to employ best business practices in financial and human resources management, enhance productivity within administrative and HR functions and will reduce the risk of data loss and data breaches. The use of an integrated enterprise database system will address the District's goals to:

- Resolve internal control deficiencies;
- Address external audit findings;
- Streamline the flow of information and data throughout the District;
- Improve reporting capabilities and enhance real-time decision-making;
- Utilize an up-to-date ERP system that meets the highest technological standards; and
- Promote outstanding customer service.

The District issued a Request for Proposal (RFP) for an ERP in June 2021, and a single proposal from Tyler Technologies was received in July 2021. With the assistance of ConsultWisely, Inc and after a thorough evaluation process, Tyler Technologies was selected as the company with the product, qualifications, expertise, and knowledge base that best meets the District's needs and requirements as outlined in the RFP.

Accordingly, staff recommends that Board authorize the General Manager to enter into an agreement with Tyler Technologies in the amount of $159,426, which includes general ledger, Core Finance, HR/Payroll and Utility Billing.

Staff recommends the District Board authorize the General Manager to execute additional support contracts specific to the implementation of the new ERP solution in the amount of $80,000 for a project manager.

Lastly, staff recommends the Board authorize an additional $17,426 appropriation to allow for a 5% contingency for unanticipated expenditures and the remaining cost of the project not already appropriated in CIP 22-09-04.

Background
The District currently utilizes Great Plains as its ERP system for general ledger and financial reporting, Aestiva for A/P and Procurement, PayChex for payroll and some HR functions, and Platinum Utility Star for utility billing functions. Both Great Plains and Platinum Utility Star systems have been in place since the late 1990's, making them well over 20 years old. These systems do not adequately meet the needs of the District.

In the FY 2019-20 audit report, Richardson & Co cited the District for several outstanding prior year audit findings, or "material weaknesses", and expressed additional areas of concern in the following:

- Fixed assets and depreciation
- Internal controls
- Lack of system integrations
- Lack of timely bank reconciliations
- Reserves and reserve policy
- Outdated or nonexistent procedure manuals
- General fund allocations
- Developer deposit processes
- General ledger inconsistencies
- Lack of risk assessment
- Accounts Payable
- Payroll

The District expends a significant amount of staff time to support its antiquated financial system. Staff must rely on manual processes, standalone applications, and other workarounds to address the deficits of the Great Plains solution. Such workarounds result in numerous manual financial controls that place the District at risk and are inefficient. District staff utilize several standalone solutions to process day to day activities, including, Microsoft Excel, Microsoft Word, Sharepoint, Microsoft Access, Target Solutions, PayChex, and Aestiva to handle payroll, timecards, invoicing, purchase orders, utility billing, asset management, and some human resource functions. Each system has limited functionality and deficiencies and fails to meet the District's business requirements year after year.

Currently, the District has limited capacity and resources to perform the work required for this project due to competing priorities and labor intensive workloads. The ERP project will be one of the District's highest priorities and will require redirecting significant resources and attention to ensure maximum staff participation and effort in the development and implementation of the ERP project. The District expects to initiate project development, with the assistance of a Project Manager, to begin in early 2022.

Significant upfront work is necessary to ensure proper oversight of the project is complete and staff have already begun the process of reviewing and evaluating data for conversion, including analysis of the chart of accounts. The District will require the assistance of a Project Manager to provide guidance and direction to District staff, while also the liaison to Tyler Technologies to ensure project requirements are met, timelines are adhered to, and the project is completed within budget.

On July 1, 2021, the District held an optional pre-proposal teleconference to provide proponents with an opportunity to ask questions regarding the District's RFP process. In July, the following entity submitted a proposal:

- Tyler Technologies

Because Tyler Technologies was the only vendor to submit a proposal, staff continued in the process and of the evaluation and selection of the proposal. The proposal was evaluated based on

qualifications, experience, capacity, and ability to provide services on time, budget, and in accordance with the District objectives as stated in the RFP. The evaluation team reviewed the proposal in its entirety and found the Tyler Incode solution met the needs of the District.

Another component of the selection included a comprehensive eight (8) hour demonstration of the Tyler Technologies' ERP solution. This demonstration provided staff with a detailed view of key program areas with opportunity to ask questions, assess whether the proposed ERP solution represented the best fit for the District, and to ensure the implementation partner had the experience and qualifications to be successful. Staff also communicated with several other Special Districts to learn from their ERP implementation experiences.

As a result of the above assessment, Tyler Technologies was ranked as the ERP solution best suited to meet the District's needs. The Team's key considerations in reaching this determination included the following criteria:

- Tyler Technologies specializes in developing and designing public-sector software applications throughout the country, including California, with over 35 years of local government successful implementations. Their proposal demonstrated a deep understanding of Special District government operations.

- Tyler Technologies has a solid working knowledge of municipal government operations, which will add significant value to the District during implementation, especially in business process redesign efforts to incorporate best practices. Tyler has a proven history of success with other Special Districts, including easy-to-use, feature-rich software that does not require software development customizations, includes role-based security features to address audit requirements, and incorporates business best practices to ensure the District will achieve a solid return on investment.

- Tyler Technologies' InCode Solution is a Software as a Service product that ensures the District will always have industry-leading functionality and services without maintaining onsite hardware or requiring additional licensing. This structure will allow the District to take advantage of new versions that provide legal compliance, system enhancements and security updates without having to relicense the software for the term of the contract.

- Tyler Technologies implemented ERP solutions in over 800 municipalities and Special Districts across the nation, including a half dozen cities within driving distance, and utilized the Project Management Institute's proven methodologies that will support on-time and on-budget implementation.

- The replacement of the District's legacy ERP system represents a key component of the District Board's goal of achieving fiscal sustainability through operating efficiencies and improved reporting, which will enhance the District's organizational capacity and decision-making capabilities. Additionally, the new ERP solution will address the Board's objective of modernizing and strengthening the District's antiquated technology infrastructure.

ERP Implementation Schedule

Upon contract award, the District's ERP project team will work with Tyler Technologies and the Project Manager to develop a plan of action for the ERP program. The projected December 2022 implementation completion date allows for a full year of parallel operation of the legacy and replacement ERP systems. Successfully implementing a new technology like an ERP is a labor-intensive effort that will require continued prioritization from leadership, sponsorship from the Board and dedication from District staff to work alongside the vendor.

Findings

District Code Section 7.03(c) authorizes the District Board to award contracts with an exception to the competitive bid process in those cases where facts exist which would support and justify an exception. In this case, the following findings exist and if adopted by Board would constitute sufficient justification for authorizing the execution of a contract with Tyler Technologies, Inc. for the purchase and implementation of a new ERP system:

Tyler Technologies, Inc.

1. Tyler Technologies has the specialized skills and experience in successfully implementing ERP systems within Special Districts similar in size and complexity to Rancho Murieta Community Services District.

2. The District does not have the specialized personnel and resources necessary to implement and support the selected ERP software solution.

3. The use of the RFP process was appropriate for this project because it relies on the evaluation of professional qualifications and performance as the basis for selection of a consultant.

4. The RFP process ensures the selection of a firm that meets the highest standards and minimizes risk.

5. The RFP process also ensures that the District benefits from a new ERP system that meets the District's core financial, human resources and utility billing requirements.

6. The negotiated contract pricing and terms are beneficial to the District.

FINANCIAL SUMMARY

The total anticipated three-year program cost (see Table 1) for the ERP system implementation is $348,938. Project Management costs are projected to be split between FY 2021-22 and FY 2022-23, as well as an additional $8,000 for unanticipated contract contingency costs. District personnel services and associated support costs are included in annual budget appropriations and are not represented within this table.

This action authorizes the agreement with Tyler Technologies to implement an ERP solution and the District to seek consulting services for Project Management. The Tyler Technologies agreement with a total cost of $159,426, which includes the one-time implementation of software and professional services associated with project management, travel expenses, software licensing and hosting for three (3) years. All optional hardware, software, and services totaling are not included in this cost.

Total ERP Program Cost (Table 1)

	Tyler Technologies InCode		
	FY 2021-22	**FY 2022-23**	**FY 2023-24**
One Time Cost - System Implementation	$ 108,670	N/A	N/A
Ongoing Cost - Maintenance and Support	$ 50,756	$ 50,756	$ 50,756
Project Management Support	$ 40,000	$ 40,000	N/A
5% Contingency	$ 8,000	N/A	N/A
Total	$ 207,426	$ 90,756	$ 50,756

To date, the District has set aside over $150,000 in appropriations for this project. In further support of the project, staff recommended transferring $17,426 from the General Fund Unrestricted Reserve to cover the remaining unfunded cost of the project ($9,426) and 5% contingency ($8,000). Other District funds will be charged based on their share of the services provided as designated in the cost allocation plan. Funding for additional modules, including asset management and maintenance management system, will be determined through the annual budget process.

Additional funding will be incorporated in future year's budgets towards the ERP program. Table 2 below details the funding sources for the entire ERP program.

Funding sources (Table 2)

Funding Sources	
	FY 2021-22
CIP 22-09-04 - Existing Appropriation	$ 150,000
General Fund Unrestricted Reserves	$ 97,426
Total	$ 247,426

SUMMARY
It is recommended that the Board adopt a resolution to authorize the General Manager to sign and execute the agreement, and amendments thereto, with Tyler Technologies in the amount not to exceed $159,426 (CIP# 22-09-04), attached as Exhibit 1. Authorize a transfer of funds in the amount of $97,426 from General Fund Unrestricted Reserves for Project Management, the remaining unfunded cost of the Tyler Technologies contract and 5% contingency to cover any potential contract amendments, amend the FY 2021-22 budget and appropriate funds.

RESOLUTION R2021-06

A RESOLUTION AUTHORIZING THE DISTRICT TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES TO RECEIVE AND APPROPROPIATE FUNDS IN THE AMOUNT OF $159,426 AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE DISTRICT, APPROPRIATE FUNDS IN THE AMOUNT OF $17,426 FOR CONTRACT CONTEINGENCY AND APPROPRIATE FUNDS IN THE AMOUNT OF $80,000 FOR PROJECT MANAGEMENT

WHEREAS, The District's current financial and utility billing systems have been in place for over 20 years; and

WHEREAS, The District is currently expending an extensive amount of staff time to support the current segregated systems due to lack of business process efficiencies, limited internal controls, heavy reliance on manual processes, standalone applications and other workarounds to address system deficiencies; and

WHEREAS, The ERP program is a priority of the District and is a key element for addressing both the internal audit risk assessment and a multitude of external financial audit findings; and

WHEREAS, On May 14, 2021, the replacement of the District's legacy financial, HR/Payroll and utility billing systems was approved by the Finance Committee; and

WHEREAS, A new ERP system is a key component of the Board's goal of achieving fiscal sustainability through operating efficiencies, improved fiscal reporting, budget preparation, and analysis of financial trends, which will enhance the District's decision-making capabilities; and

WHEREAS, To ensure the successful implementation of the new ERP system, Project Management has a crucial role in maximizing employee participation, client/District relationships, adoption of new internal processes, and new technologies that are deployed across the District;

NOW, THEREFORE, THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. Authorizes General Manager to sign and execute the agreement, and amendments thereto, with Tyler Technologies in the amount not to exceed $159,426 (CIP# 22-09-04), attached as Exhibit 1.

2. Authorize a transfer of funds in the amount of $80,000 from Administration unrestricted reserves to secure a project manager to provide services that will assist the District throughout the duration of the ERP development and implementation and appropriate funds.

3. Authorize a transfer of funds in the amount of $17,426 from Administration unrestricted reserves to include $9,426 for the remaining cost of the Tyler Technologies contract and $8,000 for 5% project cost contingency to cover any potential contract amendments and appropriate funds.

4. Authorize an exception to the bidding process as defined in District Purchasing Code Chapter 4, Section 6.06 as follows:

    a. Tyler Technologies, Inc. has the specialized skills and experience in successfully implementing ERP systems within special districts similar in size of Rancho Murieta Community Services District.

b. The District does not have the specialized staffing and resources necessary to implement and support the selected ERP software solution.

c. The use of the RFP process was appropriate for this project because it relies on the evaluation of professional qualifications and performance as the basis for selection of the system and ensures the selection of a firm that meets the highest standards and minimizes risk.

d. The RFQ/RFP process also ensures that the District benefits from a new ERP system that meets the District's core financial and human capital management requirements.

e. The contract was negotiated following a solicitation of competitive proposals, and the negotiated contract pricing and terms are beneficial to the District.

5. The General Manager is authorized to all necessary and appropriate actions to carry out the purpose and intent of this resolution.

PASSED AND ADOPTED this 15th day of December 2021 by the following roll call vote:
Ayes:
Noes:
Absent:
Abstain:

_____
Timothy E. Maybee, President of the Board
Rancho Murieta Community Services District

[SEAL]

Attest:

_____
Amelia Wilder, District Secretary

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Rancho Murieta Community Services District, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit F.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you

perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. <u>Ownership</u>.

    3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

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

    3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. <u>Restrictions</u>. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. <u>SaaS Services</u>.

    6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the

NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating

to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

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

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

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

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

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

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

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

    9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

    9.2 provide support during our established support hours;

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

    9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

    9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at

least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

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

2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. <u>Third Party Products Warranties</u>.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. <u>Term</u>. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

    2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

    2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

    2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

    2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.

    1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

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

6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

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

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

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

8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

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

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

11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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

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

14. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

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

16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. <u>Quarantining of Client Data</u>. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues.   If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. <u>Socrata Solution Terms</u>. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services Terms of Services, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Hyperlinked Terms
Exhibit E	Web Services – Hosted Application Terms
Exhibit F	Statement of Work

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

Tyler Technologies, Inc.	Rancho Murieta Community Services Dist., CA
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

<u>Address for Notices:</u>
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

<u>Address for Notices:</u>
Rancho Murieta Community Services District
PO Box 1050
Rancho Murieta, CA 95683
<mark>Attention:</mark> _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Cody Gunstenson
Quote Expiration:	12/20/21
Quote Name:	

Sales Quotation For:

Rancho Murieta Community Services District
PO Box 1050
Rancho Murieta CA 95683-1050

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Incode			
Incode 10 Financial Management Suite			
Core Financials	$ 10,285	$ 2,057	$ 8,228
ACFR Statement Builder	$ 6,776		$ 6,776
Benefits Enrollment	$ 1,650	$ 330	$ 1,320
Contracts Management	$ 0		$ 0
Fixed Assets	$ 1,077	$ 215	$ 862
Grants Management	$ 1,029	$ 206	$ 823
Inventory Control	$ 1,945	$ 389	$ 1,556
Personnel Management (Includes Position Budgeting)	$ 7,070	$ 1,414	$ 5,656
Project Accounting	$ 2,312	$ 462	$ 1,850
ESS Time and Attendance	$ 1,243		$ 1,243
Purchasing	$ 3,076	$ 615	$ 2,461
Accounts Receivable	$ 1,945	$ 389	$ 1,556

Incode 10 Customer Relationship Management Suite			
Utility CIS System - Water/Gas	$ 8,356	$ 1,671	$ 6,685
Cashiering	$ 2,894	$ 579	$ 2,315
Utility Billing Online Component (Based on # of Accts ($.48 x # of Accts)	$ 1,344		$ 1,344
Mobile Service Orders	$ 643	$ 129	$ 514
Work Order Asset Maintenance	$ 3,559	$ 712	$ 2,847
Tyler Content Management			
Tyler Content Manager Standard Edition	$ 3,501	$ 700	$ 2,801
TOTAL:	$ 58,705	$ 9,868	$ 48,837
Term # of Years:	3		

Tyler Annual Services

Description	Annual
Incode	
Other Services	
Tyler U	$ 1,919
TOTAL:	$ 1,919

Tyler Fees per Transaction

Description	Net Unit Price
Incode	
Incode 10 Financial Management Suite	
AP Automation	$ 0.00
Incode 10 Customer Relationship Management Suite	
EasyPay Online Payment Component	$ 1.25
IVR Solution for Utility Billing	$ 1.25
Tyler Notify	
Notifications for Utility Billing	$ 0.10

Services

Description	Hours/Units	Extended Price	Maintenance
Incode 10 Financial Management Suite			
Professional Services	417	$ 54,210	$ 0
Accounts Payable History Data Conversion	1	$ 500	$ 0
Accounts Payable Vendors Data Conversion	1	$ 1,000	$ 0
General Ledger History Data Conversion	1	$ 500	$ 0
General Ledger Chart of Accounts Data Conversion	1	$ 1,000	$ 0
Financials Project Management	1	$ 1,500	$ 0
Personnel Management -Payroll History Data Conversion	1	$ 1,000	$ 0
Personnel Management - Employees Records Data Conversion	1	$ 2,000	$ 0
Incode 10 Customer Relationship Management Suite			
Professional Services	260	$ 33,800	$ 0
Customer Relationship Management Suite Project Management	1	$ 1,500	$ 0
Utility Billing Data Conversion	1	$ 6,000	$ 0
Incode Community Development Suite			
Incode Community Development Project Management	1	$ 1,500	$ 0
Tyler Content Management			
Professional Services	32	$ 4,160	$ 0
TOTAL:		**$ 108,670**	**$ 0**

Summary	One Time Fees	Recurring Fees
Total SaaS		$ 48,837
Total Tyler Services	$ 108,670	$ 1,919
Summary Total	**$ 108,670**	**$ 50,756**
Contract Total	**$ 159,426**	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
Incode			
Incode 10 Financial Management Suite			
General Ledger Chart of Accounts Data Analysis	1	$ 130	$ 0
Accounts Payable History Data Analysis	4	$ 520	$ 0
Accounts Payable Vendors Data Analysis	4	$ 520	$ 0
Accounts Receivable	12	$ 1,560	$ 0
Benefits Enrollment	12	$ 1,560	$ 0
ACFR Statement Builder	32	$ 4,160	$ 0
Contracts Management	20	$ 2,600	$ 0
Core Financials	116	$ 15,080	$ 0
ESS Time and Attendance	28	$ 3,640	$ 0
Fixed Assets	12	$ 1,560	$ 0
General Ledger History Data Analysis	4	$ 520	$ 0
Grants Management	8	$ 1,040	$ 0
Inventory Control	32	$ 4,160	$ 0
Personnel Management History Data Analysis	4	$ 520	$ 0
Personnel Management	92	$ 11,960	$ 0
Personnel Management - Employees Records Data Analysis	4	$ 520	$ 0
Project Accounting	12	$ 1,560	$ 0
Purchasing	20	$ 2,600	$ 0
Sub-Total	**417**	**$ 54,210**	**$ 0**
Incode 10 Customer Relationship Management Suite			
Mobile Service Orders	4	$ 520	$ 0
Work Order Asset Maintenance	60	$ 7,800	$ 0
Cashiering	32	$ 4,160	$ 0
Utility Billing Data Analysis	12	$ 1,560	$ 0

Utility CIS System - Water/Gas		152	$ 19,760	$ 0
	Sub-Total	**260**	**$ 33,800**	**$ 0**
Tyler Content Management				
Tyler Content Manager Standard Edition		32	$ 4,160	$ 0
	Sub-Total	**32**	**$ 4,160**	**$ 0**
	TOTAL:	**709**	**$ 92,170**	**$ 0**

Optional Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Incode			
Incode 10 Customer Relationship Management Suite			
Accounts Receivable Online Component	$ 600		$ 600
Smart Meter Portal (Incl electric) [2800]	$ 8,400		$ 8,400
Third Party Printing Interface	$ 2,572	$ 514	$ 2,058
EnerGov			
GIS	$ 322		$ 322
Tyler EAM			
Tyler Asset Maintenance	$ 965		$ 965
Requestors Access License (for EAM)	$ 965		$ 965
Analytics and Reporting	$ 0		$ 0
MyCivic			
MyCivic Citizen Engagement & 311	$ 6,000		$ 6,000
Socrata			
Open Finance Suite	$ 6,000		$ 6,000
TOTAL:	**$ 17,427**	**$ 514**	**$ 25,310**

Optional Services

Description	Hours/Units	Extended Price	Maintenance
Incode 10 Customer Relationship Management Suite			
Professional Services	4	$ 520	$ 0
Tyler EAM			
Tyler ReadyForms	1	$ 0.00	$ 0
MyCivic			
Professional Services	32	$ 4,160	$ 0
MyCivic Project Management	1	$ 250	$ 0
Socrata			
Professional Services	20	$ 2,600	$ 0
Tyler Content Management			
TCM Conversions -Financials	1	$ 6,000	$ 0
TCM Conversions -Utilities	1	$ 6,000	$ 0
Service total - TOTAL:		$ 19,530	$ 0

Comments

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Smart Meter Portal give the ability to view AMI data in a chart form thru Billing online Payments. It provides citizen transparency to track and proactively manage consumption and citizens can opt in to receive consumption notifications and leak alerts. Note: Notifications are billed out quarterly as incurred at $0.10 per call or text.

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures. EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a $1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

General Ledger History conversion includes unlimited historical records

General Ledger conversions include Chart of Accounts - additional fee for historical views.
Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a $1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
Notification for Utility Billing ($0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
Incode Utility Billing Online Component displays the current status (late, cut off etc), the 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. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays $1.25 fee per transaction for payment on-line.

Personnel Management History conversion includes unlimited historical records
Personnel Management/Payroll conversions include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.
Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history, metered services, non-metered service. Additional fee for historical views.
Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Accounts Receivable Online Component displays account status, accounts for payment, has Security-(Secure Socket Layer), and payment processing via credit cards. Payment packet is created to be imported to accounts receivable system.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

• License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.

• Fees for hardware are invoiced upon delivery.

• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

• Fees for services included in this sales quotation shall be invoiced as indicated below.

      o Implementation and other professional services fees shall be invoiced as delivered.

      o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

      o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

      o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

      o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

      o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. <u>Other Tyler Software and Services</u>.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

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

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 Web Services: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. <u>Third Party Products</u>.

    3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

    3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

    3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

    3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

    3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. <u>Transaction Fees</u>. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. <u>Expenses</u>. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

   A. Reservations & Tickets

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

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

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

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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

   B. Rental Car

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

   C. Public Transportation

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

   D. Parking & Tolls

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

3. Lodging

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

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

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

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

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

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast   15%
Lunch   25%
Dinner   60%

B. Same Day Travel

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

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

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5. Internet Access – Hotels and Airports

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

6. International Travel

    All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

    When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

    The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

    Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C

Exhibit C
Service Level Agreement

I.   Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II.   Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III.   Service Availability

      a.   Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

      b.   Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Exhibit C

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

> c. <u>Client Relief</u>

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1

**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:
(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.
Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:
(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

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

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

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

Exhibit C
Schedule 1

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets[*]
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Exhibit C
Schedule 1

Priority Level	Characteristics of Support Incident	Resolution Targets[*]
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Hyperlinked Terms

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: https://www.quatred.com/eula. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler ACFR
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court

Exhibit E
Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.

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

    1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our 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.

    1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet.   This system interfaces seamlessly with our Incode Municipal Court System.

    1.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.

    1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our 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.

    1.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our 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.

1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our 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.

1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our 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.

1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.

1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.

2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.

3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment

information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services may require a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. <u>Limited License</u>. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. <u>Ownership of Data</u>. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.

7. <u>Fees</u>. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.

Exhibit F
Statement of Work

Rancho Murieta Community Service District

SOW from Tyler Technologies, Inc.

10/21/2021

Presented to:
Tom Hennig
15160 Jackson Rd
Rancho Murieta, California 95683

Contact:
Cody Gunstenson
Email: Cody.Gunstenson@TylerTech.com
5519 53rd Street, Lubbock, TX 79414

Table of Contents

Part 1: Executive Summary

1.   Project Overview

1.1   Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2   Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the "Project").

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3   Methodology

This is accomplished by the District and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs.

Tyler's Six Stage Project Methodology

The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both District and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that District and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where District's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model
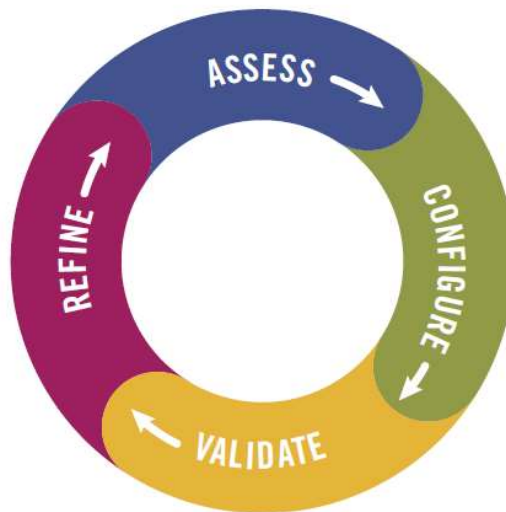
The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and District collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and District Steering Committee become the escalation points to triage responses prior to escalation to District and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. District and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships

CLIENT LEADERSHIP

EXECUTIVE SPONSOR
Champions the project, secures buy-in, provides oversight and ultimate decision-making

STEERING COMMITTEE
Monitors progress, goals and objectives

PROJECT MANAGER
Oversees project schedule and tasks

TYLER LEADERSHIP

EXECUTIVE SPONSOR
Provides oversight and ultimate decision-making

IMPLEMENTATION MANAGER
Monitors progress

PROJECT MANAGER
Oversees project schedule and tasks

3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

Project Management Triangle

A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to District; for example, District may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to District, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

District will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and District). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process

NEED	SCOPE	DETAILS	REQUEST	CHANGES	SCHEDULE
CLIENT IDENTIFIES NEED/ DESIRE FOR CHANGE	TYLER ASSESSES / DETERMINES OUT OF SCOPE	CLIENT DETAILS NEED IN CHANGE REQUEST FORM	IF TYLER AGREES WITH THE REQUEST	CLIENT AUTHORIZES OR DECLINES THE CHANGE	SCHEDULED ADJUSTED TO ACCOMMODATE THE CHANGE IF NECESSARY
			If Tyler Agrees with Request, Estimate provided to client, otherwise reason for denial provided		Including addition of new tasks that result from the change

4.   Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each District office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the District will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The District project manager will strive to gain deliverable and decision approvals from all authorized District representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each District department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

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

- The District shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the District does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the District does not agree the Deliverable or Control Point meets requirements, the District shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The District shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the District does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5.   Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for District and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at District, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1   Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying District 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to District 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with District management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by District project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with District project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between District and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to District any items that may impact the outcomes of the Project.
- Collaborates with District 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with District 's project manager(s) to set a routine communication plan that will aide all Project team members, of both District and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides District through software validation process following configuration.
- Assists during Go-Live process and provides support until District transitions to Client Services.
- Facilitates training sessions and discussions with District and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2   District Roles & Responsibilities

District resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 District Executive Sponsor

The District executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the District steering committee, project manager(s), and functional leads to make critical business decisions for District.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 District Steering Committee

The District steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the District project manager and Project as a whole through participation in regular internal meetings. The District steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The District steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - District Policies
    - Needs of other client projects

5.2.3 District Project Manager

District shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. District Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When District project manager(s) do not have the knowledge or authority to make

decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for District project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between District and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both District staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all District resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to District technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.

- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 District Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to District project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of District resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

5.2.5 District Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on District business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.

- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to District staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 District End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 District Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for District third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from District's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 District Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage District's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with District and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 District Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by District.

Work Breakdown Structure (WBS)

1. INITIATE & PLAN	2. ASSESS & DEFINE	3. PREPARE SOLUTION	4. PRODUCTION READINESS	5. PRODUCTION	6. CLOSE
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Conversion Assessment *	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Planning	2.4 Modification Analysis *	3.4 Conversion Delivery *			
1.5 GIS Planning	2.5 Data Assessment*	3.5 Modifications Delivery*			
		3.6 Data Delivery *			

Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides District with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. District gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with District's team. During this step, Tyler will work with District to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to District		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with District to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all District Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to District's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the District Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning															
	Tyler							Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

	Exec. Manager	Impl. Manager	Project Manager	Impl. Consultant	Data Experts	Modification Services	Technical Services	Client Services	Exec. Sponsor	Steering Committee	Project Manager	Functional Leads	Change Mgmt Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Develop Project Management Plan	A	R							I		C	C	I				
Develop initial project schedule	A	R	I	I	I	I			I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	District provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- District has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train District to install License Software. The District is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure District's infrastructure meets Tyler's application requirements.
- Ensure District's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A	R							C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the District Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the District team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement	
	SOW	
	Project Management Plan	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

▪ None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

▪ Project Management Plan
▪ Initial Project Schedule

Initiate & Plan stage acceptance criteria:

▪ All stage deliverables accepted based on acceptance criteria previously defined
▪ Project governance defined
▪ Project portal made available to District
▪ Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current District business processes. This information will be used to identify and define business processes utilized with Tyler software. District collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on District team knowledge transfer such as: eLearning, documentation, or walkthroughs. The District team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare District for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

District and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The District will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								Client								
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- District attendees possess sufficient knowledge and authority to make future state decisions.
- District is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with District representatives to identify business rules before writing the conversion.
- District subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- District is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R

Tyler System Administration Training (if applicable)			A			R			I								C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Client Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- District will provide network access for Tyler modules, printers, and Internet access to all applicable District and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with District to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. District collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate District Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			

	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. District is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the District users on how to execute processes in the system to prepare them for the validation of the software. District collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that District understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Conduct process training			A	R						I		C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C						A	R			C			
Refine configuration (Client Responsible)			I	C						A	R			C			
Refine configuration (Tyler Responsible)			A	R						I		I		I			
Validate interface process and results			I	C			C			A	R			C			C
Update client-specific process documentation (if applicable)			I	C						A	R			C			
Updates to Solution Validation testing plan			C	C						A	R			C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by District)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the District's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the District will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the District to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.

Pull Data & Conversion Balancing Reports → Map Conversion → Write & Run Conversion Program → Load Data For Testing → Validate Data → Conversion Reviews Completed → Final Conversion

Report & Correct Errors

Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion															
	Tyler							Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C

reconcile to source system																

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

Work package assumptions:

- The District will provide a single file layout per source system as identified in the investment summary.
- The District subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The District project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that District verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure District organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	District updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and District will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and

concerns will be discussed and mitigation options documented. Tyler and District will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I						A	R							C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to District

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- District is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	District signoff that training was delivered

Work package assumptions:

- The District project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with District as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of District departments.
- District will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and District will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with District to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, District and Tyler will complete work assigned to prepare for Go-Live.

District provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, District manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with District during Go-Live activities. District transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C				A		R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- District will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The District Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The District Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the District teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition

of District onto the Tyler Client Services team, who provides District with assistance following Go-Live, officially transitioning District to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to District teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5		Post Go-Live Activities															
		Tyler								Client							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I				C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C			I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6   Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. District transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of District for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and District teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time District may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to District teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to District and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and District will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The District Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the District project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, District is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring District to make process changes.
- District is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, District is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3   Resources and Scheduling

- District resources will participate in scheduled activities as assigned in the Project Schedule.
- The District team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and District will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- District will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- District makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- District will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- District will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4   Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- District is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with District representatives to identify business rules before writing the conversion. District must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The District Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5   Facilities

- District will provide dedicated space for Tyler staff to work with District resources for both on-site and remote sessions. If Phases overlap, District will provide multiple training facilities to allow for independent sessions scheduling without conflict.

- District will provide staff with a location to practice what they have learned without distraction.

8.   Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Incode Utility Billing Conversion Summary

9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

9.2 Incode Financials Conversion Summary

9.2.1 General Ledger

Standard Conversion Includes:
- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.2.2 Accounts Payable

Standard Conversion Includes:
- Vendor master information, address, primary contact, and NOTEs
- Unlimited historical transactions as provided by client.

9.2.3 Personnel Management

Standard Conversion Includes:
- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTE**s
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)

- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 Incode Financial Management Timeline

Implementation Schedule: Incode Financial Management Implementation

ID	Task Name	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
	Incode Financial Management																	
	Stage 1: Initiate and Plan (All applications)																	
	Stage 2: Assess & Define																	
	Stage 3: Prepare Solution																	
	Stage 4: Production Readiness																	
	Stage 5: Production																	
	Stage 6: Close																	
	Project Complete																	

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.2 Incode Utility Billing Timeline

tyler technologies

Implementation Schedule: Incode Utility Billing Implementation

ID	Task Name	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
	Incode Utility Billing																	
	Stage 1: Initiate and Plan (All applications)																	
	Stage 2: Assess & Define																	
	Stage 3: Prepare Solution																	
	Stage 4: Production Readiness																	
	Stage 5: Production																	
	Stage 6: Close																	
	Project Complete																	

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.3 Intentionally left blank.

MEMORANDUM

Date: December 10, 2021

To: Board of Directors

From: Michael Fritschi, P.E. - Director of Operations

Subject: Emergency Valve Replacement

Recommendation

It is recommended the Board amend the FY 2021-22 budget by approving an emergency CIP# 22-10-01 in the amount of $46,200, which includes $42,000 quote from M3 Construction and a 10% contingency for unanticipated expenses in the amount of $4,200 to repair an 8-inch valve on De La Cruz, authorize a transfer of funds from Water Unrestricted Reserves, and appropriate funds.

Summary

On November 25th staff responded to a water leak which was causing the District tank storage levels to drop. Staff also noted water running through the surrounding drain inlets. Staff were able to eventually close the valve and reduce the leakage to where there was no further water leaking into the storm drain inlet. It is likely that the valve is still partially leaking form the bonnet, as there is still standing water 2-ft above the valve.

Staff does not currently know exactly how the water leak from the valve is entering the drain inlet, but one can infer that there is likely intrusion into joints or any defects in the storm drain. One can also infer that to get to the storm drain, the water must make its way through the subsurface area potentially transporting fine particles through the storm drain. This could potentially create sink holes if the theoretical void space is allowed to grow. Staff is currently attempting to video the storm drains to determine if there are any fine (soil) transporting conditions.

The valve is buried approximately 15-ft. Staff have advised that the valve is an 8-inch gate valve reduced from a 14-inch tee in De La Cruz to isolate a loop through an 8-inch line through De La Pena.

For the valve replacement, staff have contacted local contractors to get quotes to replace the valve. The District has received (2) quotes with a time and materials range between $30,000 and $42,000 to replace the valve (time and materials). This higher cost to replace the valve is due primarily to the depth of excavation and proximity of the valve. Staff are recommending moving forward with M3 construction and scheduling the valve replacement as soon as the replacement is approved. The Board should be advised that while the time and materials project could total less than $42,000, the project could also come in higher than $42,000 should unknown conditions cause additional efforts.

Financial Impact

The District does not currently have existing, budgeted funding to cover the cost of the emergency repairs. The current quote from M3 Construction is $42,000, however, due to the scope of the repairs, it is unknown whether the initial quote will cover the full cost of the repairs, pending any unknown hidden leaks or additional pipe damage. Staff are also recommending an additional 10% contingency to cover any unanticipated costs, bringing the total project cost for CIP# 22-10-01 to $46,200.

Staff are requesting the Board approve a transfer of funds from the Water Unrestricted Reserves to amend the FY 2021-22 budget and increase the total appropriation for FY 2021-22 Water Capital Improvement projects to $326,200.

10B. Bids for Valve Work - Pending

RANCHO MURIETA COMMUNITY SERVICES DISTRICT
2022 OFFICE/COMMITTEE ASSIGNMENTS

OFFICE / COMMITTEE	COMMITTEE ASSIGNMENTS
President	**Tim Maybee**
Vice President	**Randy Jenco**
Communication & Technology Committee	**John Merchant** **Linda Butler**
Finance Committee	**John Merchant** **Martin Pohll**
Improvements Committee	**Randy Jenco** **Martin Pohll**
Joint Security Committee	**Tim Maybee**
Personnel Committee	**Tim Maybee** **Randy Jenco**
Parks Committee	**Linda Butler** *Randy Jenco (alternate)*
Security Committee	**Tim Maybee**
Regional Water Authority Representatives	**Tom Hennig** *Tim Maybee (alternate)*