

REPORT TO CITY COUNCIL

DATE: SEPTEMBER 11, 2013

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM GREG RAMIREZ, CITY MANAGER

BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER

SUBJECT: APPROVAL OF SECOND AMENDMENT TO AGREEMENT WITH TYLER TECHNOLOGIES, INC., TO UPGRADE BUILDING AND SAFETY ENERGOV SOFTWARE AND ADD PLANNING, CODE ENFORCEMENT, AND PUBLIC WORKS COMPONENTS

At the December 19, 2012, City Council meeting, an agreement with Tyler Technologies, Inc., to upgrade Finance Software was approved. An amendment to the agreement was made in June 26, 2013, which added a business license program to the City's existing business registration program.

As part of the City's Technology Plan, staff has reviewed a variety of software programs to expand online access to the general public, specifically relating to Community Development and Public Works programs and information. After several demonstrations and reviews of the top software programs available, staff felt that the EnerGov9 program offered the most complete package and the older version of the software is currently being used by the Building and Safety division. EnerGov has become part of Tyler Technologies, Inc., over the past year. This partnership offers the City an advantageous relationship, based on the fact that the City's Finance software is from Tyler Technologies, and it allows the software programs to easily integrate and creates some efficiencies for staff in accessing information and overlapping data and financial reports.

The proposed Amendment to the Agreement includes an upgrade of the existing EnerGov program to the new platform, as well as adding Planning and Public Works department functions. These additions will expand the City's GIS program and provide more information than is currently possible, as well as make this information available to the public via the web.

Funding for these technology improvements is included in the approved Fiscal Year 2013-14 General Fund budget (\$54,000). The proposed costs include installation of the software, all customizations, migration of existing data into the new programs, training, and implementation.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the second amendment to the agreement with Tyler Technologies, Inc., for software and support services.

Attachment: Tyler Technologies, Inc., Systems Second Amendment to Agreement

AGREEMENT (AMENDMENT) ROUTING SLIP FOR

Tyler Technologies, Inc.

Consultant Name (\$25K and Over Amendment)

Attached, please find (check one of the following boxes):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Standard Template with no changes
Complete Section 2 only | <input type="checkbox"/> Outside Agency Agreement
Complete Sections 1 and 2 |
| <input type="checkbox"/> Standard Template with changes
Complete Sections 1 and 2 | <input type="checkbox"/> Special Agreement
Complete Sections 1 and 2 |

Section 1 – Changes to template or insurance: Receive Department Head approval to amend. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for template review and approval. Attach City Attorney email response (approval) to this slip.

- | | |
|--|---|
| <input type="checkbox"/> _____ (Dept. Head Initials/Date)
Authorization to Amend Agreement | <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approval to Forward to City Attorney |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials (From No. 1 Below)
City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Template Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials/Date
Other (See Notes Below) |

Section 2 – Signed agreement received from Consultant. Sign/date and attach this routing slip to the proposed agreement and route to staff in the order listed below (i.e., 2-4). Submit the signed agreement, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Agreements without the appropriate insurance attached will be returned to the department. A copy of the final agreement will be provided to the Consultant and the staff person (in Item No. 1 below)

- NATHAN HAMBURGER 8/26/13
Prepared by (Staff Name/Date)
- h7f 8/26/13
Department Head - Date
(Authorization to forward to Risk Mgr/Clerk)
- _____
Risk Manager – Date
(Insurance Review/Approval)
- _____
City Clerk – Date
(Template Review/Final Distribution)

- FOR CITY CLERK USE ONLY -

Year: _____ Month/Day: _____
Agreement/Insurance Received: _____
To City Attorney for Signatures: _____
To City Manager/Mayor for Signatures: _____
City Attorney Email/Scope Attached: _____
Distributed to Consultant/Staff: _____
Laserfiche/Log/Index/File: By: _____
Insurance Logged: By: _____

Notes:

**AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT:	Tyler Technologies
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Chuck Newberry
CONSULTANT'S ADDRESS:	5519 53rd Street Lubbock, TX 79414
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Nathan Hamburger
COMMENCEMENT DATE:	September 11, 2013
TERMINATION DATE:	December 31, 2015 or as otherwise mutually agreed by the parties
CONSIDERATION:	Contract Price Not to Exceed: \$54,000 except as provided for any mutually agreeable change order

**SECOND AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND TYLER TECHNOLOGIES, INC.**

ENERGOV PROGRAM (BUILDING & SAFETY, PLANNING, AND PUBLIC WORKS)

THIS SECOND AMENDMENT is made and entered into as of September 11, 2013 by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Tyler Technologies, Inc., a Corporation as a successor-in-interest to Energov Solutions, LLC, (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On December 19, 2012, the City and Consultant entered into that certain Agreement entitled "Agreement for Finance Software", in the amount of, seventy thousand six hundred ninety-seven, (\$70,697).

b. On May 28, 2013, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Finance Software to add scope of work, which increased the payment in the amount of one thousand (\$1,000).

c. The parties now desire to add scope of work related to the migration of existing Energov Solutions software/programs to EnerGov 9 Server application from the currently used EnerGov software that is utilized from users' personal computers "Desktop Application," on a City-owned server, to a browser-based application "Server Application", extend the term of the agreement to December 31, 2014, increase the payment in the amount of fifty four thousand dollars (\$54,000), and to amend the Agreement as set forth in this Amendment.

2. Section 1.2 of the Agreement entitled "Invoicing" is hereby amended to add the following as subsection (a), as follows:

"Payment. Fees for the Server Application and the new EnerGov Software shall be invoiced on the Effective Date of this Amendment. Fees for services and expenses shall be billed as delivered/incurred, no more than once a month. Payment terms are set forth in the Agreement. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating”

3. Section 3.2 of the Agreement entitled “Professional Service Fees” is hereby amended to add subsection (g) to read as follows:

“Travel Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler’s usual and customary practices, plus a 10% travel agent processing fee. The current Tyler Business Travel Policy is attached hereto as Attachment B, Exhibit 5. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than twenty-five dollars (\$25) are not available.”

4. Section 3.5 of the Agreement entitled “Additional Services” is hereby amended to add subsection (a) to read as follows:

“For the prices set forth in Attachment B, Exhibits 1-3, Tyler agrees to provide the services identified in those exhibits related to the EnerGov 9 Server application. Services shall be performed according to the Statement of Work, attached hereto as Attachment B, Exhibit 4.”

5. Section 5.1 of the Agreement entitled “Agreement to License or Sell Hardware” is hereby amended to add subsection (a) to read as follows:

“Transfer of License. For the prices set forth in Attachment B, Exhibits 1-3, Tyler agrees to provide, and Customer accepts, a license transfer from the existing EnerGov Desktop Application to a non-exclusive, non-transferable, royalty-free, revocable license to the Server Application. Tyler shall retain ownership of, including all intellectual property rights in and to, the Server Application. All other rights not expressly granted herein or in the Agreement are retained by Tyler.”

6. Section 5.2 of the Agreement entitled “Agreement to License or Sell Hardware” is hereby amended to add subsection (b) to read as follows:

“New EnerGov Software. For the prices set forth in Attachment B, Exhibits 1-3, Tyler agrees to provide, and Customer accepts, the additional software and licenses identified in those exhibits, which shall be considered licensed software products subject to the same terms and conditions set forth in the Agreement. The annual software maintenance terms and conditions set forth in the Agreement shall also apply to the additional software identified in Attachment B, Exhibits 1-3.”

7. Section 9 is added to the Agreement entitled “Existing EnerGov Contract and Amendments” is to read as follows:

"All terms and conditions of the Agreement not herein amended shall remain in full force and effect."

8. Exhibit A to the Agreement is hereby amended by adding thereto the items set forth on Attachment "B" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Denis Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, TX 79414
Attention: Chuck Newberry
888-355-1093
207-781-2459

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Signatures of Two Corporate Officers Required]

ATTACHMENT B

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant, as well as the Consultant's travel policy.

EXHIBIT 1

Cost proposal and migration task list for Building and Safety EnerGov9 server application.



Software/Services Purchase

EXPIRATION 8/1/2013
 IF SIGNED BY CUSTOMER, ALL TERMS AND CONDITIONS OF THE
 ORIGINAL AGREEMENT APPLY

PLEASE FAX / EMAIL ORDER TO:
 CHUCK.NEWBERRY@TYLERTECH.COM
 FAX: 678.474.1002
 ATTN: CHUCK NEWBERRY

Tyler Technologies, Inc.
 EnerGov Solutions

2160 Satellite Boulevard Suite 300
 Duluth, Georgia 30097
 Phone 888.355.1093 Fax 678.474.1002

TO **Amir (Ali) Hamidzadeh, P.E. C.B.O**
 City of Agoura Hills
 30001 Ladyface Court
 Agoura Hills, CA 91301
 Tel: (818) 597-7332
ahamidzadeh@ci.agoura-hills.ca.us

[For internal use only]

PURCHASES: BUILDING & SAFETY MIGRATION

USERS/LICENSES	ITEM #	SOFTWARE DESCRIPTION	SOFTWARE PRICE	ANNUAL MAINTENANCE FEES	YEAR 1 TOTAL
5 EnerGov Land Mgmt named users	1	EnerGov Desktop to EnerGov 9 Server Migration - \$2,500 user ✓ Migration of original core software	\$0 - Original Investment of \$8,997 Credited	\$1,800	\$1,800
1 EnerGov Citizen Access Web Portal	2	Add- EnerGov Citizen Access Web Portal ✓ Migration of original core software	\$0 - Original Investment of \$5,000 Credited	\$1,000	\$1,000
5 EnerGov GIS named users	3	EnerGov Desktop to EnerGov 9 Server Migration - \$500 user	\$0 - Original Investment of \$2,500 Credited	\$500	\$500
2 EnerGov IG Workforce	4	Add- EnerGov IG Workforce	\$1,998	\$500	\$2,498
TOTAL SOFTWARE / ANNUAL SUPPORT & MAINTENANCE			\$1,998	\$3,800	\$5,798
PROFESSIONAL SERVICES DESCRIPTION **			RATE		
	5	EnerGov Professional Services (Setup & Configuration Services) ✓ (75) hours	\$149 / hour		\$11,175
	6	Custom Report Specification Gap / Analysis ✓ (5) hours Report Specification Analysis	\$125 / hour		\$625
	7	End User Training (web training) ✓ (3) hours	\$119 / hour		\$357
	8	Certifications (2) Certifications – System Admin and Land Management Suite (1 free)	\$1,999 per course		\$1,999

	9	Travel (1 trip) ** Travel Expenses for on-site Professional Services are invoiced as incurred plus 10% travel-agent fee.	\$1,700		\$1,700
		TOTAL SERVICES			\$15,856

PAYMENT SCHEDULE / DETAILS:

ITEM #	DESCRIPTION	Amount	Due Date
1-4	License Purchase and YR 1 ASM (less credits)	\$5,798	Invoiced at signing
5-9	Professional Services	\$15,856	Invoiced Monthly as Incurred
	TOTALS	\$21,654	ANNUAL SUPPORT AND MAINT= \$3,800

Acceptance of this Software/Services Purchase constitutes additional fees to the Existing Agreement between Customer and Tyler Technologies

Customer Signature: _____

Printed Name: _____

Title: _____

PO #: _____

Date: _____

EXHIBIT 2

Cost proposal and task list for Planning and Code Enforcement EnerGov9 server application.



Software/Services Purchase

EXPIRATION 8/1/2013
 IF SIGNED BY CUSTOMER, ALL TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT APPLY

PLEASE FAX / EMAIL ORDER TO:
 CHUCK.NEWBERRY@TYLERTECH.COM
 FAX: 678.474.1002
 ATTN: CHUCK NEWBERRY

Tyler Technologies, Inc.
 EnerGov Solutions

2160 Satellite Boulevard Suite 300
 Duluth, Georgia 30097
 Phone 888.355.1093 Fax 678.474.1002

TO Amir (Ali) Hamidzadeh, P.E. C.B.O
 City of Agoura Hills
 30001 Ladyface Court
 Agoura Hills, CA 91301
 Tel: (818) 597-7332
ahamidzadeh@ci.agoura-hills.ca.us

[For internal use only]

PURCHASES: PLANNING AND CODE ENFORCEMENT (CUP, VARIANCE, OAK TREE PERMIT, SIGN, FILMING & CODE ENFORCEMENT)

USERS/LICENSES	ITEM #	SOFTWARE DESCRIPTION	SOFTWARE PRICE	ANNUAL MAINTENANCE FEES	YEAR 1 TOTAL
3 EnerGov Land Mgmt named users	1	EnerGov Desktop to EnerGov 9 Server Migration - \$2,500 user ✓ Migration of original core software	\$7,500	\$1,500	\$9,000
3 EnerGov GIS named users	2	Additional GIS named users - \$500 / user	\$1,500	\$375	\$1,875
1 EnerGov IG Workforce	3	Add- EnerGov IG Workforce	\$999	\$250	\$1,249
		TOTAL SOFTWARE / ANNUAL SUPPORT & MAINTENANCE	\$9,999	\$2,125	\$12,124
		PROFESSIONAL SERVICES DESCRIPTION **	RATE		
	4	EnerGov Professional Services (Setup & Configuration Services) ✓ (20) hours	\$149 / hour		\$2,980
	5	Custom Report Specification Gap / Analysis ✓ (2) hours Report Specification Analysis	\$125 / hour		\$250
	6	End User Training (web training) ✓ (2) hours	\$119 / hour		\$238
		TOTAL SERVICES			\$3,468

PAYMENT SCHEDULE / DETAILS:

ITEM #	DESCRIPTION	Amount	Due Date
1-3	License Purchase and YR 1 ASM (less credits)	\$12,124	Invoiced at signing
4-6	Professional Services	\$3,468	Invoiced Monthly as Incurred
	TOTALS	\$15,592	ANNUAL SUPPORT AND MAINT= \$2,125

Acceptance of this Software/Services Purchase constitutes additional fees to the Existing Agreement between Customer and Tyler Technologies

Customer Signature: _____

Printed Name: _____

Title: _____

PO #: _____

Date: _____

EXHIBIT 3

Cost proposal and task list for Public Works EnerGov9 server application.



a tyler planning, permitting & licensing solution

Software/Services Purchase

EXPIRATION 8/1/2013
 IF SIGNED BY CUSTOMER, ALL TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT APPLY

PLEASE FAX / EMAIL ORDER TO:
 CHUCK.NEWBERRY@TYLERTECH.COM
 FAX: 678.474.1002
 ATTN: CHUCK NEWBERRY

Tyler Technologies, Inc.
 EnerGov Solutions

2160 Satellite Boulevard Suite 300
 Duluth, Georgia 30097
 Phone 888.355.1093 Fax 678.474.1002

TO **Amir (Ali) Hamidzadeh, P.E. C.B.O**
 City of Agoura Hills
 30001 Ladyface Court
 Agoura Hills, CA 91301
 Tel: (818) 597-7332
ahamidzadeh@ci.agoura-hills.ca.us

[For internal use only]

PURCHASES: PUBLIC WORKS (ENCROACHMENT PERMITS, TRANSPORTATION PERMITS, & GRM GASES)

USERS/LICENSES	ITEM #	SOFTWARE DESCRIPTION	SOFTWARE PRICE	ANNUAL MAINTENANCE FEES	YEAR 1 TOTAL
2 EnerGov Land Mgmt named users	1	EnerGov Desktop to EnerGov 9 Server Migration - \$2,500 user ✓ Migration of original core software	\$5,000	\$1,000	\$6,000
2 EnerGov GIS named users	2	Additional GIS named users - \$500 / user	\$1,000	\$200	\$1,200
2 EnerGov iG Workforce	3	Add- EnerGov iG Workforce	\$1,998	\$500	\$2,498
TOTAL SOFTWARE / ANNUAL SUPPORT & MAINTENANCE			\$7,998	\$1,700	\$9,698
PROFESSIONAL SERVICES DESCRIPTION **			RATE		
	4	EnerGov Professional Services (Setup & Configuration Services) ✓ (20) hours	\$149 / hour		\$2,980
	5	Custom Report Specification Gap / Analysis ✓ (2) hours Report Specification Analysis	\$125 / hour		\$250
	6	End User Training (web training) ✓ (2) hours	\$119 / hour		\$238
TOTAL SERVICES					\$3,368

PAYMENT SCHEDULE / DETAILS:

ITEM #	DESCRIPTION	Amount	Due Date
1-3	License Purchase and YR 1 ASM (less credits)	\$9,698	Invoiced at signing
4-6	Professional Services	\$3,468	Invoiced Monthly as incurred
	TOTALS	\$13,166	ANNUAL SUPPORT AND MAINT= \$1,700

Acceptance of this Software/Services Purchase constitutes additional fees to the Existing Agreement between Customer and Tyler Technologies

Customer Signature: _____

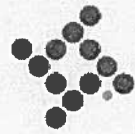
Printed Name: _____

Title: _____

PO #: _____

Date: _____

EXHIBIT 4
Statement of Work



energov

a tyler planning, permitting & licensing solution

Migration Statement of Work

Prepared for:

Agoura Hills, CA

Prepared by:

Tyler Technologies, Inc
2160 Satellite Blvd, Suite 300
Duluth, GA 30097
888.355.1093

www.energov.com
www.tylertechnologies.com

August 12, 2013

DOCUMENT CONTROL

Date	Author	Version	Change Reference
12 Feb. 1013	Tyler Technologies	1.0	CN

Table of Contents

PROJECT SCOPE4

MIGRATION PROSESS, OBJECTIVES, TASKS..... ERROR! BOOKMARK NOT DEFINED.

 STAGE 1 – ASSESS & DEFINE 4

 STAGE 2: SYSTEM CONFIGURATION 5

 STAGE 3: UAT ASSISTANCE 5

 STAGE 4: VERIFICATION AND SYSTEM ACCEPTANCE..... 5

 STAGE 5: TRAINING 6

 INVOICING AND CUSTOMER SIGNOFFS 6

 KEY PROJECT ASSUMPTIONS 6

 OUT OF SCOPE 7

DEVELOPMENT TOOLS7

 SOW ATTACHMENTS 9

SOW Attachment A – (Sample) Work Acceptance Form 9

SOW Attachment B – (Sample) Change Order Form 9

SOW Attachment C - Hardware / Software Requirements..... 9

SOW Attachment D – Customer Roles-Skills..... 9

SOW Attachment E – Custom Programming Requests..... 9

SOW Attachment F – Custom Report Programming Requests..... 9

PROJECT SCOPE

Project Objective:

Based on the software purchased and the previous discussions with the Tyler sales representative the following defines Tyler's understanding of the Scope of this Project:

The City of Agoura Hills is planning to migrate from Tyler -EnerGov "Desktop" platform to its "Enterprise Server" platform and will be implemented as defined below. What follows in this document is a full description of Phase 1, which will bring each initially implemented department into the Tyler- EnerGov Enterprise system. This document includes:

- a description of the software acquisition,
- the tasks to be accomplished,
- the resources required of both Tyler and the City,
- the stakeholders engaged
- risk identification
- success factors
- invoicing and payment procedures
- Attachments

TYLER (ENERGOV) RESOURCES PURCHASED:

- For Implementation Services = 125 resource hours (estimated 75 hrs for original scope migration, 20 hrs for Planning and Code Enforcement addition, and 20 hrs for Public Works addition)
- Reports Development Services = 9 resource hours (estimated 5 hrs for original scope migration, 2 hrs for Planning and Code Enforcement addition, and 2 hrs for Public Works addition)
- Training = 7 resource hours (estimated 3 hrs for original scope migration, 2 hrs for Planning and Code Enforcement addition, and 2 hrs for Public Works addition)
- Data Migration = "Free of Charge"
***Includes one data import analysis that will require customer to "freeze" desktop configuration changes for a period of time defined by the project teams*
- Certifications – Two for system admin and Land Management Suite
- Data integrations and custom development = TBD based on Scope analysis
- Travel = TBD based on actual requirements

PHASE 1

Stage 1 – Assess & Define

Objectives:

- Translate business understanding of Desktop implementation into equivalent Enterprise Services implementation

Tasks:

- Schedule on-site visit – both Parties

- Identify and document project risks and resolutions – Both parties
- Scope and document business processes to be transferred (Workflows) – Tyler
- Approve workflows to be implemented - Customer
- Develop Project Definition Documents (workflows, spreadsheets, etc.) – both Parties
- Other tasks as identified – both Parties

Milestone/Deliverable: Signoff of Stage

Stage 2: System Configuration

Objectives:

- Configure the basic software in accordance with definitions from previous stage

Tasks:

- Transfer all case types for permits, plans, inspections, licenses, etc., from Desktop - Tyler
- Perform “mini-reviews” with customer as portions of the configuration are complete – Tyler
- Deliver completed EnerGov database to Report Writers and Data Services – Tyler
- Configuration Signoff - Customer
- Provide testing scripts and schedule -Tyler
- Other tasks as identified – both Parties

Milestone/Deliverable: Signoff of Stage

Stage 3: UAT Assistance

Objectives:

- Create test scripts – both parties
- Provide system overview and administrator training for power users (i.e. Customer testers, administrators)
- Conduct testing and system validation for promotion to end user training

Tasks:

- Coordinate training logistics and schedule – both Parties
- Provide facilities suitable to training and test needs – Customer
- Recommend test strategies, scenarios and best acceptance practices – Tyler
- Conduct testing and system validation for promotion to end user training – both Parties
- Other tasks as identified – both Parties

Milestone/Deliverable: Signoff of Stage

Stage 4: Verification and System Acceptance

Objectives:

- Test and signoff on migrated system
- Test and signoff on additional software installed
- System ready for production and promoted to a production and/or training environment

Tasks:

- Develop Acceptance Schedule – both Parties
- Provide strategic staff for Acceptance testing – Customer
- Provide Acceptance Training – Tyler
- Conduct Acceptance Criteria Testing – Customer
- Assist with Acceptance Criteria Testing – Tyler
- Resolve Acceptance failures to meet criteria - Tyler
- Retest until Acceptance criteria met or full hours consumed – Customer
- Other tasks as identified – both Parties

Milestone/Deliverable: Signoff of Stage

Stage 5: Training

Objectives:

- Provide requisite hours of classroom and one-on-one training and knowledge transfer

Tasks:

- Coordinate with Customer to define training logistics and schedule – both Parties
- Ensure personnel critical to the success of the project (subject matter experts / key power users, etc.) are present and available to participate & assist in training – both Parties
- Ensure trainees are available for training - Customer
- Conduct Training – both Parties
- Other tasks as identified – both Parties

Milestone/Deliverable: Signoff of Stage

INVOICING AND CUSTOMER SIGNOFFS

Tyler will invoice for resources consumed. Customer is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed and will be discussed and provided in advance of incurring additional hours or charges.

KEY PROJECT ASSUMPTIONS

- Customer and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Customer will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Customer will provide work space for Tyler Services for work completed on Customer premises.
- Tyler will implement the most current version of the Tyler software at the time of the contract signing.
- Customer will maintain primary responsibility for the scheduling of Customer employees and facilities in support of project activities.
- Customer shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production

environments.

- Customer is responsible for proper site preparation, hardware, and software and network configuration in accordance with Tyler specifications.
- Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.
- Customer has, or will provide, a development/testing environment for import and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Customer has installed the proper hardware, software, and networking devices).
- Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
- Tyler personnel shall attend executive project review committee meetings (internal) as needed.

OUT OF SCOPE

- Any custom development such as; changes to source code, additional interface development, legacy or other imports not referenced in the RFP, or not previously defined through any documented functional requirements documents.
- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Any undocumented requirements. Undocumented requirements includes requirements not specified in the Proposal or beyond the normal capability of the software for its intended purpose.
- Post System Acceptance Configuration. Any changes requested of the Tyler implementation team to alter the configuration, post migration, must be documented through a Change Order and may incur additional costs. Customer has access to all built-in configuration tools is free to reconfigure or create

Development Tools







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

With the exception of the development of new reports, the configuration tools are built-into the software and the customer has full access. The Tyler implementation staff will use these same configuration tools to setup the EnerGov system. Administrator training includes the use of the configuration tools.

Crystal Reports. EnerGov reports are developed in Crystal Reports. Any changes in the reports included with the software or the development of new reports does require a licensed copy of Crystal Reports. Tyler recommends this function be reserved for System Administrators or designated staff who have the skills and the necessary access to the EnerGov software.

The EnerGov system includes a built-in Crystal Report reader so they, if authorized to view reports, do not require Crystal.

SOW ATTACHMENTS

<p>SOW Attachment A – (Sample) Work Acceptance Form</p> <p>This form provides the means for the Customer to accept work provided or provide reason for denial of a work.</p>	 <p>SOW Attach A - Work Acceptance For</p>
<p>SOW Attachment B – (Sample) Change Order Form</p> <p>Any change in the project must have a completed and approved Change Order.</p>	 <p>SOW Attach B - Change Order Form-1</p>
<p>SOW Attachment C - Hardware / Software Requirements</p> <p>This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.</p>	 <p>EnerGov Network Diagram.pdf</p>
<p>SOW Attachment D – Customer Roles-Skills</p> <p>This document defines the roles and skill expectation of the Customer in order to make the project progress as efficiently and effectively as possible.</p>	 <p>SOW Attach D - Customer Roles-Skills</p>
<p>SOW Attachment E – Custom Programming Requests</p> <p>This document provides the means for defining a custom programming request for any modification to the Tyler source code. NOTE: Custom Programming requests require an Impact Fee of \$10,000 in addition to other associated costs.</p>	 <p>SOW Attach E - Custom Programming</p>
<p>SOW Attachment F – Custom Report Programming Requests</p> <p>A specified number of hours are allocated for Custom Report requirements. During the project these are defined and developed. Resources are allocated for this purpose. Additional custom reports and/or additional allocation of resources may be requested through the use of this form.</p>	 <p>SOW Attach F - Custom Report Progr.</p>

Client Sign Off

Client:
Dates:
Reason for Visit:

(This form is used to both record resources consumed during the project and work accomplished toward requirements.)

Accomplishments	Performed By	Notes

If Payment associated with this Work:

Payment Invoice amount due as a result of the work accomplished and listed above. Amount Due: \$ 0.00

- I am satisfied with the work performed during this stage and approve the payment listed above.
- I am NOT satisfied with the work performed during this stage and DO NOT approve the payment listed above. (Note: the project cannot continue to next phase until this work is completed satisfactorily. Please list specific reasons for nonpayment on the following page).

Print Name: _____

Signature: _____

Date: _____



Empowering people who serve the public®

Reasons for non payment

Use this sheet only if you do not approve of the work performed by the project consultant, and/or do not consent to the payment listed above. Be as specific as possible.

Reason	Expected Outcome	Department / Name
<List Reasons Here>		

Print Name: _____

Signature: _____

Date: _____

Change Order Request

Empowering people who serve the public®

Client: _____ **Date:** _____

Generated By: _____

Authorized By: _____

Change Overview:

Narrative Description of Change:

Impact of Change:

Schedule Impact:

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

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

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

Date Approved	Comments	Approved By	Signature



ENERGOV SYSTEM REQUIREMENTS

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

SITE ASSESSMENT

Your site's system requirements are contingent upon several factors. Tyler uses a point system to help determine which specifications and configurations work best for your site. This document will help Tyler determine which setup is best for you.

For each of the following applications that your site will use, indicate your site's quantity for each application variable. Each quantity has a pre-determined Point Value in parentheses, which is used to tabulate your "Total Point Value" below.

- | | | |
|-----------------------|-----------------------|---|
| EnerGov | # Core Users | <input checked="" type="radio"/> NA (0) |
| | | <input type="radio"/> 1 – 25 Concurrent Core Users (4) |
| | | <input type="radio"/> 25 – 50 Concurrent Core Users (7) |
| | | <input type="radio"/> 50 – 100 Concurrent Core Users (11) |
| | | <input type="radio"/> 100 + Concurrent Core Users (16) |
| Citizen Portal | Citizen Portal Option | <input checked="" type="radio"/> NA (0) |
| | | <input type="radio"/> Citizen Web Portal (2) |

Total Point Value

SERVER SPECIFICATIONS

For the following table, use your Total Point Value from the previous Site Assessment to determine which specifications are required for your site's business needs.

- The single server configuration is denoted as "Single".
- Multi-server configurations are broken into Application Server (AS), Database Server (DB), and Web Server (Web) requirements.

Component	Requirement	Specifications							
		TOTAL POINT VALUE							
		1-6	7-10			11-15			15+
		Single	AS	DB	Web	AS	DB	Web	
Processor	Xeon Hex Core ¹	•	••	••	••	••	••	••	Contact Tyler for custom specifications.
Memory	GB RAM	16	16	32	16	32	32	32	
Available Disk Space ^{2,3}	Bus 1 – SAS	100 GB	100 GB	100 GB	100 GB	100 GB	100 GB	100 GB	
	Bus 2 – SAS	500 GB	N/A	500 GB	N/A	N/A	750 GB	N/A	

• One processor required; •• Two processors required.

¹ If running in a virtual environment, four virtual cores are needed.

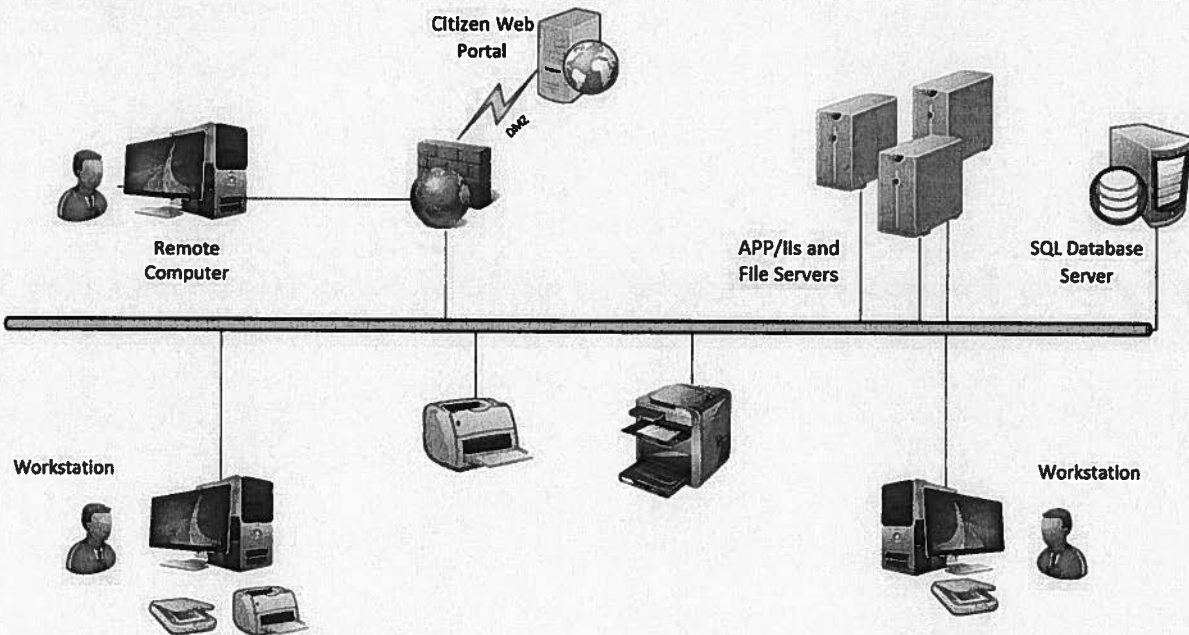
² Tyler's standard maintenance plan includes an automatic backup of your database in this disk space.

³ Entities that plan on having over 100 concurrent users should consider clustering of SQL servers.

⁴ If using scanned documents, additional disk space is required.

REQUIREMENTS

CONFIGURATION DIAGRAM



SERVER SPECIFICATIONS

Component	Requirement	
General Server	Dedicated Server	
	MS Windows Certified Server ⁵	
	Removable Media (for backups)	
	Gigabit Ethernet	
Operating System	MS Windows 2008 R2 Server ⁶	
System Software	MS Office 2007 or 2010 and IIS	
Citrix Software	Citrix Presentation Server Advanced (concurrent users)	
Database Component	MS SQL Server 2008 R2 Clustered ⁷	
Network Environment	Domain w/ Active Directory Services ⁹	
Hard Drive Arrays	For OS	SAS RAID1
	For SQL, Transaction Logs, DB files, and program files	SAS RAID5 or SAS RAID10

⁵ Nationally recognized brand.

⁶ If >32 GB of RAM, then Windows Server 2008 Enterprise.

⁷ For larger clients, MS SQL Server 2008 R2 Standard or Enterprise may be required.

ENERGOV WEB SERVER

The EnerGov Web Server will host all the externally accessible EnerGov systems such as Citizen Access Portal (CAP) EnerGov IVR, eReview Portal and MobileGov Web Services. In instances where the client has users who need full access to the EnerGov .NET system, another instance of it will be hosted and accessible on this box.

WORKSTATION

Component	Requirement
Hardware	Microsoft Windows Certified PC ⁶
Processor	Pentium Core 2 Duo
Memory	4 GB RAM
Disk Space	10 GB available disk space
Operating System	Windows XP Professional or Windows 7 Professional ⁷
Network	Gigabit Ethernet
Network Environment	Workstation is a member of the Domain ⁸

⁶ Nationally recognized brand

⁷ Windows 95/98/ME, XP Home, and Vista Home editions and workgroup or peer-to-peer networks are not supported.

⁸ Tyler's servers and workstations must authenticate with and be members of a Microsoft Active Directory network. Workgroup and peer-to-peer networks are not supported.

BROWSER COMPATIBILITY

Web

- IE 7+¹²
- Chrome¹²
- Firefox¹²
- Safari

¹² These browsers are tested regularly for compatibility; the others are not tested regularly but are supported. Tyler recommends the Silverlight Plug-in.

MOBILE APPLICATIONS

EnerGov's MobileGov Solution is capable of running on Tablet PCs, Laptops or Windows Mobile Smartphone. It is highly recommended that these devices be suitable for "field use" (i.e. ruggedized). If Wi-Fi or reliable AirCard signal is readily available, users are also capable of running the full EnerGov .NET application in the field (Laptops and Tablet PCs only). Additionally, field printing systems are recommended for on-the-spot printing of NOV's, failed inspection notices and other relevant documents in the field. It is best suited that these field units communicate via Bluetooth for simple wireless functionality in the field.

Device Type	Recommended
Laptop	<ul style="list-style-type: none"> ▪ Panasonic Toughbook 30 ▪ AirCard or Gobi Mobiel Broadband (or readily available Wi-Fi) ▪ HP Officejet H470 Mobile Printer
Tablet PC	<ul style="list-style-type: none"> ▪ Panasonic Toughbook H1 Field ▪ Gobi Mobile Broadband (or readily available Wi-Fi) ▪ Zebra Technologies RW420 Mobile Printer
iPad	<ul style="list-style-type: none"> ▪ iPad2 or higher ▪ 3G or wifi capability
Smartphone	<ul style="list-style-type: none"> ▪ Windows Mobile 7 OS (preferred) ▪ Zebra Technologies RW420 Mobile Printer

Scanner Compatibility

Scanner Brand	Scanner Model ¹⁴
Canon	<ul style="list-style-type: none"> ▪ DR-M140 ▪ DR-M160
Fujitsu	<ul style="list-style-type: none"> ▪ Fi-6140Z ▪ Fi-6230Z ▪ Fi-6240Z ▪ Fi-6130Z

¹⁴ TWAIN compatible scanners are supported.

RECOMMENDED BACKUP PROCEDURES

Developing a consistent backup strategy is a vital part of any organization's business continuity plan. A good backup plan ensures that you do not lose the hard work and time you invested in data entry if a hardware failure or natural disaster occurs. A plan such as this is easy to develop and usually easy to implement. This section outlines the steps you should take to properly back up your data.

Assessing Your Backup Needs

Backups occur differently, depending on the size of the database being used. The differences directly impact how quickly you can resolve problems and how much effort you must expend. Tyler recommends that you implement a backup plan based on the point values determined in your initial Site Assessment.

Rotating Tapes

First, establish a good tape rotation for your backups. Tyler recommends that you use, at a minimum, the following 6-tape rotation:

Week 1				
M	T	W	Th	F1
Week 2				
M	T	W	Th	F2

This rotation is sufficient for most customers because you can go back a few business days to find files. However, if you feel you need a little more protection, you can use a different set of tapes for Mon-Thurs of Week 2, and/or you can keep a Fri 3 and Fri 4 tape so that you have a month's worth of Friday backups. We also recommend that you periodically (monthly, quarterly, etc.) pull a tape permanently out of rotation to store off site

Backing Up Your SQL Database

For EnerGov, the default databases should consist of at least FY databases, Base, Sec and State database.

There are a few different methods for backing up your SQL database.

- **SQL Backup Function:** The Microsoft SQL Server 2008 R2 Management Studio has built-in backup tools that can cause SQL to dump the EnerGov database to a backup file in the SQL default backup folder while the SQL services are running. This location is:

C:\Program Files\Microsoft SQL Server\MSSQL\Backup

- **Third-Party Backup Agent:** This method requires that you have some sort of third-party backup program (e.g., Symantec Backup Exec, Brightstor ARC Serve, etc.) which uses a SQL backup agent. These special backup agents allow the Microsoft SQL databases to be backed up while they are online.
- The Microsoft SQL Server installation path may vary slightly per installation.

Other Directories in EnerGov

Even though program files and run times can be replaced by Tyler, Tyler strongly recommends that you back up the entire C:\Web and/or C:\iVisions folder be backed up on the web server.

Watching for Signs of Failure

Monitor your backup status every morning. If there is a noticeable problem, such as an error light blinking on your tape drive, a tape being ejected without your knowledge, or an error message displaying about your backup, please contact us or your IT staff so that the problem can be resolved quickly.

Accepting Responsibility

Having good backups of EnerGov data is your responsibility. However, Tyler Technologies offers additional services that can help monitor your local backups, transmit your data to off-site locations, and even provide access to your EnerGov software and data over the Internet in case of disaster or serious equipment failure at your site.

Disaster Recovery

In case of system failure due to unforeseen disaster, Tyler recommends that you have a Business Continuity Plan, which should include a disaster recovery service. Tyler offers a disaster recovery service for an additional fee. If you haven't already purchased this plan, contact Technical Services or Sales at 1-888-654-3293 for more information.

Customer Roles/Skills Requirements



Empowering people who serve the public™

Project Collaboration

A successful Tyler enterprise implementation is a collaborative endeavor in which both Tyler Project Team members and agency personnel occupy specific roles (and the responsibilities associated therewith). While definitive client-side roles and skills may vary from project to project (depending on the agency's resource availability) the following designations represent the typical and recommended resource involvement for most agencies.

Project Stakeholder Committee:

This committee is formed by executive or managerial staff of every effected business group to be implemented.

Typical individuals include a committee of the following: CIO / Community Development Director / Finance Director / CBO / Planning Director / Public Works Director etc...

Responsibilities include:

- Ensure proper change management and leadership to departmental staff.
- Determine beneficial process change through automation as it is presented cross-departmentally.
- Monitor project from high level.

Project Manager:

This role is typically a non-business group member (IT or support staff) of the agency's project team.

Typical positions: IT or applications support project manager

Responsibilities include:

- Serve as coordinator of the agency's Implementation team / subject matter experts.
- Assist in managing the project scope, deliverables and timeline with assistance from the Tyler Project Manager.
- Ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
- Develop and maintain the project resource plan in conjunction with the Tyler Project Manager.
- Schedule and coordinate project tasks with assistance from the Tyler Project Manager.
- Coordinate agency's Implementation team resources with all departments.
- Participate in daily project activities and track progress on project tasks.
- Hold meetings with project stakeholders to update on project status and to reach verdict on any escalated process decisions that need to be made.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Desired Skills/Experience:

- Previous project management experience as project manager
- Strong IT technical background
- Bachelor's Degree in Computer Science or equivalent experience
- Experienced with an iterative-based development approach
- SharePoint & Microsoft Project experience a plus
- Excellent knowledge of Customer Business Practices and Processes

Customer Roles/Skills Requirements



Empowering people who serve the public®

Project Sponsor:

This role is typically an executive or managerial sponsor of either the IT group or a dominate business group that is ultimately responsible for the success of the project.

Typical positions: IT Director / Department or Division Director

Responsibilities include:

- Ultimate responsibility for the success of the project; serves as project champion.
- Creating an positive environment that promotes project buy-in.
- Driving the project through all levels of the agency.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Departmental System Administrators:

A user representative for each affected department is typically appointed for the entire lifecycle of the implementation and to serve as ongoing configuration support or "Systems Administrator" post the production phase of the EnerGov system.

Typical positions: Departmental or division subject matter expert and typically a direct member of the business group or of the business applications support group.

Responsibilities include:

- Being trained on the EnerGov .NET system at a System Administration level.
- Being fully engaged in the business analysis system configuration, reviews and UAT activities.
- Assist internal efforts towards the creation of reports, interfaces & conversions.
- Actively participate in the full implementation of Tyler's EnerGov software solution.
- Serve as ongoing departmental or division system configuration support post the production phase of the project

Desired Skills/Experience:

- Proficient in Crystal Reports
- Analytical/Problem Solving Skills
- Experience with other "configurable" enterprise applications such as PeopleSoft, SAP, etc.

Departmental Business Leads:

A user representative for each affected department must be appointed for the entire lifecycle of the implementation. Assigning competent business leads to assist in the project is highly recommended and can often determine the success of the implementation for their respective areas. These Business Leads are typically transitioned into Tyler "Power Users".

Typical positions: Departmental or division "power user" and member of the business group.

Responsibilities include:

- Attending assessment workshop sessions.
- Willing and able to gather data and make decisions about business processes.
- Assist as a knowledge-base in the creation of specifications for reports, interfaces & conversions.
- Review and test the system configuration.

Customer Roles/Skills Requirements



Empowering people who serve the public®

Technical Lead:

A technical individual from the Information technology group that is responsible for the technical infrastructure support of the implementation and to serve as ongoing technical infrastructure support post the production phase of the EnerGov software system.

Typical positions: Network / IT Administrator

Responsibilities include:

- Primary responsibility for the technical environment during the software implementation
- Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards
- Work with Tyler's technical personnel during implementation
- Maintain the testing and production databases
- Install software updates and releases
- Act as the primary technical resource for troubleshooting technical problems
- Establish and maintain backup, archival, and other maintenance activities

Release Schedule

Release Schedule	Estimated Date *
[EnerGov Software Beta Release date]	DATE
[EnerGov Software RC Release date]	DATE
[EnerGov Software Gold Release date]	DATE
* Release dates are subject to change	

Accepted and Ordered by Customer:

Signature: _____
 Name (print): _____
 Title: _____
 Date: _____

Please sign, date and return by fax:

Tyler Technologies, Inc.
 Phone: 888-355-1093
 Fax: 678-474-1002
 sales@energov.com

Payment Schedule

Milestone / Due Date	Amount	Description
Order Placement	\$0	75% due upon order placement
Order Delivery	\$0	25% due upon order delivery

Payment Schedule (Support/Maintenance)

Due Date	Amount	Description
January 1 of every year	\$0.00	1 st quarter Support/Maintenance
April 1 of every year	\$0.00	2 nd quarter Support/Maintenance
July 1 of every year	\$0.00	3 rd quarter Support/Maintenance
October 1 of every year	\$0.00	4 th quarter Support/Maintenance

* Support and Maintenance amounts listed above will be added to your regular support and maintenance fees.



Empowering people who serve the public™

Client: _____
Date of Request: _____
Contact Name: _____

Report Development Request

<Report Specifications go here>

<Specifications must be detailed and approved by a crystal report developer>.

Tyler Technologies Use Only

Report Development Hours: _____ Report Development (\$119/hr.): _____
Estimated Release Date: _____ Implementation Cost: _____
Estimated Release Version: _____ Training Cost: _____

Report Services Authorization: _____
Sales Rep Authorization: _____ Total Cost: _____
Authorized: _____

Accepted and Ordered by Customer:

Signature: _____
Name (print): _____
Title: _____
Date: _____

Please sign, date and return by fax:

Tyler Technologies, Inc.
Phone: 888-355-1093
Fax: 678-474-1002
sales@energov.com

Payment Schedule

Milestone / Due Date	Amount	Description
Order Delivery	\$0.00	100% due upon delivery *

* Purchase Order to be issued before work commences.

EXHIBIT 5

Tyler Technology, Inc. Business Travel Policy

Exhibit 5

Tyler Business Travel Policy

1. Air Travel

A. Reservations and Tickets

The travel coordinator has been directed to provide travelers the lowest available airfare within two hours before or after the requested departure time (a.k.a. two-hour window). Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking up to two pieces of baggage will be fully reimbursed, provided they are directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at the current IRS 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 when cost, convenience and the specific situation require their use. The Company has selected specific providers as its primary rental car firms. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contract. When renting a car for Company business, employees should decline the "collision damage waiver" and "personal accident insurance" on the rental agreement as the Company carries leased vehicle coverage for any employee leasing a vehicle for business purposes. Travelers should also decline the "fuel purchase option" and return the car with a full tank of gas. The Company will not reimburse for non-essential products and services such as GPS devices and Satellite Radio.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a \$1 tip per bag is reimbursable.

3. Lodging

The Company has selected specific providers as its preferred hotel vendors. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contracts. Hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment should be selected. Typical hotel cost per night should not exceed \$100 per night before taxes. If the customer has a discount rate with a local hotel, please notify the travel coordinator as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

Meals while on travel status are reimbursable per the rate published by the IRS at www.gsa.gov/perdiem

The split for the per diem meals is:

15% Breakfast
25% Lunch
60% Dinner

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

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 & 8:00 p.m.	breakfast and lunch
Return after 7:00* p.m.	breakfast, lunch and dinner

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

B. Same Day Travel

Employees traveling at least 2 hours 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 8:00* p.m.

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to \$15.00 per day. Charges for internet access at airports are not reimbursable.

Effective April 1, 2012