R-598-2017 Contract # 234-2017



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

WHEREAS, Tyler had previously licensed certain software products ("Deleted Standard Software") to Client in a License Agreement dated July 19, 2000.

WHEREAS, Tyler and Client wish to upgrade the Deleted Standard Software to the Replacement Standard Software as set forth herein.

WHEREAS, Client selected Tyler to license the Added Standard Software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

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

SECTION A - DEFINITIONS

- "Agreement" means this License and Services Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG).
- "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our then-current Documentation.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of
 the Tyler Software that we provide or otherwise make available to you, including instructions, user
 guides, manuals and other training or self-help documentation.
- "Effective Date" means the date on which your authorized representative signs the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- "Maintenance and Support Agreement" means the terms and conditions governing the provision of
 maintenance and support services to all of our customers. A copy of our current Maintenance and
 Support Agreement is attached as Exhibit C.



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- "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 provided
 at Exhibit E.
- "Support Call Process" means the support call process applicable to all of our customers who have licensed the Tyler Software. Our current Support Call Process is attached as Schedule 1 to Exhibit C.
- "Third Party End User License Agreement(s)" means the end user license agreement(s), if any, for the Third Party Software attached as <u>Exhibit D</u>.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- "Tyler Software" means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.



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2. <u>License Fees</u>. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

- 3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
- 4. <u>Limited Warranty</u>. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

- 1. <u>Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to the Statement of Work.
- 2. <u>Professional Services Fees</u>. 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.
- 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. <u>Cancellation</u>. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
- 5. <u>Services Warranty</u>. 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 reperform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third



Party Products.

7. <u>Client Assistance</u>. 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).

SECTION D - MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

- 1. <u>Third Party Hardware</u>. We will sell and deliver 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.
- Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
 - 2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.



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2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
- 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
- 4. <u>Maintenance</u>. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
- 2. <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 services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G - TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received,



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or we have incurred or delivered, prior to the effective date of termination.

- 2. For Convenience. You may terminate this Agreement for your convenience upon sixty (60) days written notice to us, in which case (a) we will refrain from starting work on new items and will (to the extent possible) complete work on existing items for delivery to you as of the termination date, and (b) you will remit payment for all license fees listed in the Investment Summary, all products and services delivered to you, and all expenses incurred by us, through the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.
- 3. <u>Lack of Appropriations</u>. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
- 4. <u>Force Majeure</u>. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of previously paid license and other fees.
- 5. <u>Change of Ownership</u>. In the event of a change of control affecting us, the surviving entity will continue to support the Tyler Software in accordance with Exhibit C of this Agreement for a period of at least three (3) years from the effective date of the change of control, provided you continue to pay maintenance and support fees when due in accordance with Exhibit B. We will notify you of such change of control within sixty (60) days of its effective date.

SECTION H - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided,



contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement. For purposes of (c) in this Section 1.3, "replace" shall be understood to include the license to the replacement software we identify and our related service costs.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. For purposes of (c) in this Section 1.4, "replace" shall be understood to include the license to the replacement software we identify and our related service costs.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Client.
- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO,



ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
- 5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <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 I – GENERAL TERMS AND CONDITIONS

- 1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our thencurrent list price, 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, 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.



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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. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
- 11. <u>Entire Agreement</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. 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. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. <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.
- 19. <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.
- 20. <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.

- 21. <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.
- 22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary

Exhibit B Invoicing and Payment Policy

Schedule 1: Business Travel Policy

Exhibit C Maintenance and Support Agreement

Schedule 1: Support Call Process

Exhibit D INTENTIONALLY LEFT BLANK

Exhibit E Statement of Work

Schedule 1: Implementation and Training Support Services

Schedule 2: Data File Conversion Assistance

Schedule 3: Customer Requested Standard Software Enhancement/Modifications

And/or Custom Software

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

Lexington-Fayette Urban County Government Tyler Technologies, Inc. Name: Greg Sebastian Name: Title: Title: President, Public Safety Division Date: 9-19-17 **Address for Notices:** Address for Notices: Tyler Technologies, Inc. Lexington-Fayette Urban County Government 150 East Main Street One Tyler Drive Lexington, KY 40507 Yarmouth, ME 04096 Attention: Chief Legal Officer Attention:



Exhibit A Investment Summary

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

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Investment Summary

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KY September 12, 2017

Tyler Software and Services		
A. License Fees		\$602,340
1) Licensed Standard Software	\$1,362,110	
2) Less Discount	(423,920)
3) Less Customer Loyalty Discount	(335,850)
B. Professional Services		595,335
C. Third Party Products and Services		225,475
D. Travel and Living Expenses (Fixed)		104,000
	TOTAL ONE TIME COST	<u>\$1,527,150</u>

Maintenance

- E. Maintenance and Support Fees
 - 1) Maintenance and Support Services:

Year 1 Maintenance No Charge Year 2 Maintenance \$226,619

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly. Prices do not include hardware servers or workstations.



Α.	LICENSE FEES				
ITEM	DESCRIPTION	 			INVESTMENT

AS/400 STANDARD SOFTWARE TO BE REPLACED WITH WINDOWS STANDARD SOFTWARE

<u>CAD</u>

- 1. Aegis/400 Single Jurisdiction Law Enforcement Computer Aided Dispatch
 - Call Scheduling
 - Call Stacking
 - Geo-File Verification
 - Hazard and Location Alerts
 - Interface to Aegis/400 LE Records
 - Note Pads
 - Unit Recommendations
 - Unit Status Monitors
- 2. Additional Aegis * /400 Software for Computer Aided Dispatch
 - CAD Mapping (Esri based)
 - CAD Redundancy
- 3. Aegis/400 Third Party CAD Interface Software
 - E-911 Interface

LAW ENFORCEMENT RECORDS

- 4. Aegis/400 Single Jurisdiction Base Law Enforcement Records
 - Accidents
 - Arrest
 - Business Registry
 - Case Processing
 - Computer Aided Investigations
 - Federal Reports (UCR/IBR)
 - Geo-File Verification
 - Impounded Vehicles
 - Incident Tracking
 - Jacket Processing
 - Personnel/Education
 - Property
 - Traffic Tickets and Citations
 - Wants and Warrants
- 5. Aegis/400 Federal and State Compliance Reporting for LE Records
 - Federal UCR/IBR



6. Additional Aegis/400 Software for Law Enforcement Records

- Activity Reporting and Scheduling
- Alarm Tracking and Billing
- Case Management
- Field Investigations
- Narcotics Management
- Pawn Shops
- Property Room Bar Coding

ADDITIONAL PUBLIC SAFETY SOFTWARE

7. Aegis/400 Public Safety State/NCIC Interface Software

- Aegis/400 State/NCIC Interface

8. Aegis/400 Data Management and Retrieval Tools

- Data Analysis/Crime Mapping

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000

- 9. Base Message Switch to State/NCIC (1-500 users)
 - Base Message Switch for MDT/MCT
 - State/NCIC Interface

10. Additional Aegis Software for RS/6000 Message Switch

- New World CAD Interface for Aegis 400 (1-500 users)

MOBILE SOFTWARE ON THE ISERIES 400

11. Aegis/400 Mobile Integration Software

- MDT/MCT Base CAD/RMS Interface (1-500 users)

CLIENT SOFTWARE

12. Aegis Law Enforcement Mobile Unit Software

Mobile Messaging

LE State/NCIC via Switch (556 units)

LE CAD via Switch (549 units)

13. Aegis Fire Mobile Unit Software (7 Units)

Fire CAD via Switch



REPLACEMENT WINDOWS STANDARD SOFTWARE

CAD

14. New World Enterprise Combined LE/Fire/EMS CAD

\$136,590

- CAD Mapping
- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search/Fire Equipment Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to New World LE Records
- Access to New World Fire Records
- Note Pads
- Proximity Dispatch (Requires CAD AVL and Mobile)
- Rip-N-Run Remote Printing
- Run Cards/Response Plans

15. New World Enterprise Third Party Interface Software

- E-911 Interface

SUB-TOTAL CAD MODULES \$150,590

LAW ENFORCEMENT RECORDS

16. New World Multi-Jurisdictional Base Law Enforcement Records

84,480

14,000

- Accidents
- Activity Time Tracking
- Arrest
- Business Registry
- Case Processing
- Computer Aided Investigations
- Federal Reports (UCR/IBR)
- GIS/Geo-File Verification
- Impounded Vehicles
- Incident Tracking
 Jacket Processing
- Personnel/Education
- Property
- Traffic Tickets and Citations
- Wants and Warrants
- Virtual Jackets (multi-jurisdiction only)

17. New World Federal and State Compliance Reporting for LE Records

- Federal UCR/IBR 24,000



	SUB-TOTAL MOBILE MODULES	\$297,400
Fire Dispatch/Messaging	\$400 ea.	\$2,800
Dispatch/Messaging/State/NCIC	\$400 ea.	\$219,600
New World Mobile Software (549 LE and 7 Fire Units)		
BILE SOFTWARE New World Mobile Messaging Server		
	SUB-TOTAL RECORDS MODULES	\$259,480
- On-Line Impounds Interface to State/NCIC		
- On-Line Wants and Warrants Interface to State/NCIC		
- On-Line Property Checks Interface to State/NCIC		
- On-Line Global Subjects Interface to State/NCIC		
Includes state-specific standard forms		
- New World State/NCIC Interface		
New World Third Party LE Records Interface Software		
- Property Room Bar Coding		
- Pawn Shops		
- Narcotics Management/Intelligence		
- Field Investigations		
- Case Management		
- Alarm Tracking and Billing		
- Activity Reporting and Scheduling		



ADDED STANDARD SOFTWARE

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22. Additional New World Enterprise Software for Computer Aide	ed Dispatch	
- BOLOs		13,000
- CAD Auto Routing		13,000
- CAD AVL		13,000
- Unit Management		18,000
- Web CAD Monitor		30,000
23. New World Enterprise Third Party Interface Software		
- CAD Paging Interface		14,000
Supports SNPP, SMTP, Standard TAP, WCTP		
- NG911 Interface (text to 911)		20,000
supports West Viper		
- On-Line CAD Interface to State/NCIC		17,000
Includes state-specific standard forms		
- Pictometry Interface		14,000
- Pre-Arrival Questionnaire Interface (1 questionnaire(s) - EMD))	14,000
Supports ProQA for Fire, EMD, Police; ProQA Paramount for		
Fire, EMD, Police; APCO Meds & Advisor, PowerPhone		
- Encoder Interface		14,000
Supports Zetron Models 25, 26, Locution, WestNet First In,		
Zetron IP-based FSA		
- CAD CFS (xml) Export Interface		28,000
- ePCR Interface (supports ImageTrend, ESO)		28,000
	SUB-TOTAL CAD MODULES	\$236,000
	308-101AL CAD MIDDULES	\$230,000
LAW ENFORCEMENT RECORDS		
24. Additional New World Software for Law Enforcement Record	s	
- Equipment Tracking		18,000
- Gang Tracking		18,000
- Inventory		18,000
- Permits		18,000
- Vehicle Tracking and Maintenance		18,000
- Web Briefing Notes		13,000
-		
25. New World Third Party LE Records Interface Software		
- Citizen Reporting Interface		23,000
Supports CopLogic		
- On-Line Pawn Shop Check Interface to State/NCIC		17,00
		·
	SUB-TOTAL RECORDS MODULES	\$143,000

FIRE RECORDS

26. New World Fire Records Software Base Package*

- Pre-plans

*The license for the Fire Records module is solely for pre-plan functionality. Customer shall not be entitled to use any other Fire Records functionality without paying additional software license fees. Use of the Fire Records modules for functionality other than pre-plans shall require Customer to pay for the full License and failing to do so shall invalidate Customer's limited license to Fire Records.

SUB-TOTAL FIRE RECORDS MODULES \$29,040



29,040

- Includes 10+ users 24,4 CAD Dashboards 20,0 28. Law Enforcement Management Data Mart - Includes 10+ users 24,4 Dashboards for Law Enforcement 20,0 SUB-TOTAL DECISION SUPPORT MODULES \$88,000 MOBILE SOFTWARE 29. New World Mobile Software 158,6 Dispatch/Messaging/State/NCIC (1 unit) 400 ea. 400 Fire Dispatch/Messaging (78 units) 400 ea. 31,200 In-Car Mapping / AVL (550 LE and 85 Fire units) 100 ea. 63,500 In-Car Routing (550 LE and 85 Fire units) 100 ea. 63,500 SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License Includes \$1,362,100 LESS DISCOUNT (423,9) NET NEW WORLD SOFTWARE LICENSE FEE \$938,100 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)	DECISION SUPPORT SOFTWARE					
CAD Dashboards 20,1 28. Law Enforcement Management Data Mart - Includes 10+ users 24,1 Dashboards for Law Enforcement 20,1 SUB-TOTAL DECISION SUPPORT MODULES \$88,000 MOBILE SOFTWARE 29. New World Mobile Software 158,6 Dispatch/Messaging/State/NCIC (1 unit) 400 ea. 400 Fire Dispatch/Messaging (78 units) 400 ea. 31,200 In-Car Mapping / AVL (550 LE and 85 Fire units) 100 ea. 63,500 In-Car Routing (550 LE and 85 Fire units) 100 ea. 63,500 SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License Includes STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,15 LESS DISCOUNT (423,9) NET NEW WORLD SOFTWARE LICENSE FEE \$938,1	27. CAD Data Mart					
28. Law Enforcement Management Data Mart - Includes 10+ users 24,0 Dashboards for Law Enforcement 20,6 SUB-TOTAL DECISION SUPPORT MODULES \$88,000 MOBILE SOFTWARE 29. New World Mobile Software 158,6 Dispatch/Messaging/State/NCIC (1 unit) 400 ea. 400 Fire Dispatch/Messaging (78 units) 400 ea. 31,200 In-Car Routing (78 units) 100 ea. 63,500 In-Car Routing (550 LE and 85 Fire units) 100 ea. 63,500 SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License Includes STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,1 LESS DISCOUNT (423,9) NET NEW WORLD SOFTWARE LICENSE FEE \$938,1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)	- Includes 10+ users				24,000	
- Includes 10+ users 24,4 Dashboards for Law Enforcement 20,4 SUB-TOTAL DECISION SUPPORT MODULES \$88,000 MOBILE SOFTWARE 29. New World Mobile Software 158,6 Dispatch/Messaging/State/NCIC (1 unit) 400 ea. 400 ea. 31,200 in-Car Mapping / AVL (550 LE and 85 Fire units) 100 ea. 63,500 in-Car Routing (550 LE and 85 Fire units) 100 ea. 63,500 SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License Includes \$1,362,1 LESS DISCOUNT (423,9) NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)	CAD Dashboards					
Dashboards for Law Enforcement SUB-TOTAL DECISION SUPPORT MODULES \$88,000 MOBILE SOFTWARE 29. New World Mobile Software Dispatch/Messaging/State/NCIC (1 unit) Fire Dispatch/Messaging (78 units) In-Car Mapping / AVL (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License Includes STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,1 LESS DISCOUNT (423,9) NET NEW WORLD SOFTWARE LICENSE FEE \$938.1	28. Law Enforcement Management Data Mart					
SUB-TOTAL DECISION SUPPORT MODULES \$88,000 MOBILE SOFTWARE 29. New World Mobile Software Dispatch/Messaging/State/NCIC (1 unit) Fire Dispatch/Messaging (78 units) In-Car Mapping / AVL (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License Includes STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,1 LESS DISCOUNT (423,9) NET NEW WORLD SOFTWARE LICENSE FEE \$338.1	- Includes 10+ users				24,000	
MOBILE SOFTWARE 29. New World Mobile Software Dispatch/Messaging/State/NCIC (1 unit) Fire Dispatch/Messaging (78 units) In-Car Mapping / AVL (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License Includes STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,1 LESS DISCOUNT (423,9) NET NEW WORLD SOFTWARE LICENSE FEE \$938.1	Dashboards for Law Enforcement				20,000	
29. New World Mobile Software Dispatch/Messaging/State/NCIC (1 unit) Fire Dispatch/Messaging (78 units) In-Car Mapping / AVL (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License Includes STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,1 LESS DISCOUNT NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)		SUB-TOTAL DECISION SUPPORT MODULES		\$88,000		
Dispatch/Messaging/State/NCIC (1 unit) Fire Dispatch/Messaging (78 units) In-Car Mapping / AVL (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License STANDARD NEW WORLD SOFTWARE LICENSE FEE LESS DISCOUNT NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)	MOBILE SOFTWARE					
Fire Dispatch/Messaging (78 units) In-Car Mapping / AVL (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License STANDARD NEW WORLD SOFTWARE LICENSE FEE LESS DISCOUNT NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)	29. New World Mobile Software				158,600	
In-Car Mapping / AVL (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) In-Car Routing (550 LE and 85 Fire units) SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License Include STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,1 LESS DISCOUNT (423,9) NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)	Dispatch/Messaging/State/NCIC (1 unit)	400	ea.	400		
In-Car Routing (550 LE and 85 Fire units) SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,1 LESS DISCOUNT NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)	Fire Dispatch/Messaging (78 units)	400	ea.	31,200		
SUB-TOTAL MOBILE MODULES \$158,600 30. Workstation License Include STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,1 LESS DISCOUNT (423,9) NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)	In-Car Mapping / AVL (550 LE and 85 Fire units)	100	ea.	63,500		
30. Workstation License STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,1 LESS DISCOUNT (423,9 NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8	In-Car Routing (550 LE and 85 Fire units)	100	ea.	63,500		
STANDARD NEW WORLD SOFTWARE LICENSE FEE \$1,362,1 LESS DISCOUNT NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)		SUB-TOTAL MOBILE MODULES		\$158,600		
LESS DISCOUNT NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)	30. Workstation License				Included	
NET NEW WORLD SOFTWARE LICENSE FEE \$938.1 LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8)	STANDARD NEW WORLD SOFTWARE LICENSE FEE				\$1,362,110	
LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT (335,8	LESS DISCOUNT				(423,920)	
	NET NEW WORLD SOFTWARE LICENSE FEE				<u>\$938.190</u>	
TOTAL TYLER SOFTWARE LICENSE FEES DUE \$602.3	LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT				(335,850)	
	TOTAL TYLER SOFTWARE LICENSE FEES DUE				\$602,340	

Note: Other than for Mobile Software, a Workstation License for up to 500 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Lexington-Fayette Urban County Government, KY



PROFESSIONAL SERVICES		
TEM DESCRIPTION		INVESTMENT
PROFESSIONAL SERVICES		
Project Management Services as required:		\$165,600
- Project Management		
- Overall consultation and communication		
- Monthly status reports and project updates throughout the duration of the project		
- Implementation Plan		
2. Up to 856 hours of Implementation and Training Services are included for:		124,120
- Software Tailoring and Set Up		
- User Education and Training		
 Other Technical Support * Assumes train-the-trainer approach, with the exception of CAD, which is end user training 		
Assumes trum-the-trumer approach, with the exception of one, which is the assume		
3. Systems Assurance and Software Installation	22.025	37,845
New World Enterprise Disaster Recovery Environment	23,925	
- Install and configure high availability environment (VMWare)		
- Configure Disaster Recovery (SRM VMWare)		
 Configure application server Consult on connectivity to new or existing Windows environment 		
- Verify operating system and SQL configuration		
- Verify workstation configuration		
Message Switch Staging to include:	4,640	
- Install and configure message switch software (2 instances)		
- Configure system variables (i.e., operating system, interfaces, etc.)		
Warm Spare Solution Message Switch Installation Support to include:	3,480	
- Install and configure message switch		
 Configure system variables (i.e., operating system, interfaces, etc.) 		
- Failover solution (manual intervention)		
- Both Switches Require State Interface Connection		
- Customer Responsible for Configuring Network Routing		
Up to 40 hours of Mobile Server Re-configuration Services are included for:	5,800	
- Software Tailoring and Integration of Existing Mobile Products		
- Other Technical Support related to Existing Mobile Products		
4. Fixed Installation Service Fees:		53,07
- Web CAD Monitor	1,160	
- CAD Pager Interface	1,160	
- 911 Interface	1,740	
- NG911 Interface	1,160	
- On-Line CAD Interface to State/NCIC	2,320	
- Pictometry Interface	580	
- Pre-Arrival Questionnaire Interface	1,160	
- Encoder Interface	3,480	
- CAD Export Interface	2,320	
- ePCR Interface	2,320	
- Web Briefing Notes	1,160	
- Citizen Reporting Interface	2,320	
- State/NCIC	16,240	
- On-Line Global Subjects Interface to State/NCIC		
- On-Line Property Checks Interface to State/NCIC		
- On-Line Wants & Warrants Interface to State/NCIC		
- On-Line Impounds Interface to State/NCIC		
- On-Line Pawn Shop Check Interface to State/NCIC	2,320	1
·	13,630	i
GIS Implementation	13,030	•



5. Decision Support Software Implementation Services: (CAD, RMS)

8,700

- Installation of standard library components (cubes and dashboards)
- Training with data and reporting cubes
- Training on use of data mart for custom report building
- Requires up to 2 on-site trips remaining work will be completed remotely

6. Data File Conversion Pricing

Standard Conversion 30,000

- CAD, RMS

Includes New World 400 files currently in use on customers AS/400. A detailed list of files to be converted will be included in the contract.

7. CUSTOM SOFTWARE/CUSTOM SOFTWARE INTERFACES

176,000

Third Party Software Product (Custom Interfaces)

RMS Interfaces

TOTAL IMPLEMENTATION SERVICES	\$595,335
- Astra FRMS Interface (one-way)	40,000
- Leads On-Line Interface (one-way)	19,200
- Evidence.com Interface (one-way)	19,200
- Pedestrian Warning Interface (one-way)	19,200
- KYOPS Field Investigation Interface (one-way)	19,200
- KYOPS eNIBRS Interface (one-way)	20,800
- KYOPS eCrash Interface (one-way)	22,400
- KYOPS eCitation Interface (one-way)	16,000

DESCRIPTION				INVESTMENT
THIRD PARTY PRODUCTS AND SERVICES				
THIRD PARTY SOFTWARE				
a. Embedded Third Party Software				\$25,000
(includes all Third Party executable components)				
b. GIS Software				115,950
CAD				
- CAD Workstations using ArcGIS Engine Runtime (69 workstations)	300	ea.	20,700	
Mobile				
- Mobile In-Car Mapping and Routing (635 units)	150	ea.	95,250	
THIRD PARTY HARDWARE				
c. Hardware, System Software & Services				84,525
Message Switch (3 year warranty) (2 Switches - Primary and Back-up)	16,400	ea.	32,800	
Lantronix UDS-1100 - 3 unit(s)	175	ea.	525	
AVL Hardware - permanent mount - 635 unit(s)	75	ea.	47,625	
Bar Coding Scanner Kit w/Signature Pad - 1 unit(s)	3,575	ea.	3,575	
TOTAL THIRD PARTY PRODUCTS AND SERVICES			\$225,475	



D.	TRAVEL AND LIVING EXPENSES	
ITEN	MDESCRIPTION	INVESTMENT
1	1. TRAVEL AND LIVING EXPENSES (Fixed) Travel and Living Expenses	\$104,000
	TOTAL ONE TIME COST	\$1 527 150

Ε.	MAINTENANCE AND SUPPORT FEES	
ITEN	DESCRIPTION	INVESTMENT

1. MAINTENANCE AND SUPPORT AGREEMENT (Year 1 Cost):

Maintenance and Support to begin at the end of the One-Year no-charge maintenance period. Includes 24/7 Support for CAD. Associated maintenance and support fees for the Replacement Windows Standard Software will remain unchanged from the Deleted Standard Software until the new maintenance begins 365 days after Effective Date. (Includes Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)

Year 1 Maintenance No Charge Year 2 Maintenance \$226,619

PRICING VALID THROUGH SEPTEMBER 30, 2017.



Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Customer is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

Requires West hardware at each workstation responding to texts; not included in proposal.

For State/NCIC, Customer is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Federal UCR/IBR includes edits, reports and electronic submission.

State Accidents includes logic and reports; electronic submission is included where mandated by the State.

Configuration and end user training for Decision Support Software to occur after Customer has been live for 3 months or longer on an application.

AVL requires 3rd party GPS hardware.

Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.





Exhibit B Invoicing and Payment Policy

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

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

- 1. <u>Tyler Software</u>. Tyler Software includes Replacement Windows Standard Software and Added Standard Software as identified in the Investment Summary.
 - 1.1 License Fees: License fees will be invoiced 100% on the Effective Date.
 - 1.2 Maintenance and Support Fees (including Esri and Embedded Third Party Software): Associated maintenance and support fees for the Replacement Windows Standard Software will remain unchanged from the Deleted Standard Software until the new maintenance begins 365 days after Effective Date. Year 2 maintenance and support fees are listed in the Investment Summary. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) will be billed and invoiced upon the following milestones:

Deliverable	Milestone	Deliverable	e Billing Notes
		Based Billin	g.
Deliverable 1	Project Kickoff Mtg & Initial Planning Complete	\$ 20,000	Completion of detailed plan and kickoff meeting
Deliverable 2	System Assurance - HA Install Complete	\$ 23,929	Infrastructure Installation of High Availability Environment
Deliverable 3	Mobile System Assurance - Message Switch Install Complete	\$ 8,120	Message Switch Installation with Warm Spare
Deliverable 4	Mobile System Assurance - Mobile Server Reconfig Complete	\$ 5,800	Tailoring and Integration of Mobile Products
Deliverable 5	GIS - GIS Installation Complete	\$ 13,630	GIS Data Availability
Deliverable 6	CAD Build	\$ 13,000	Completion of Build
Deliverable 7	CAD Standard Installation - Web CAD Monitor	\$ 1,160	Completion of Installation
Deliverable 8	CAD Standard Interface Installation - CAD Pager	\$ 1,160	Completion of Standard Interface Installation
Deliverable 9	CAD Standard Interface Installation - 911	\$ 1,740	Completion of Standard Interface Installation
Deliverable 10	CAD Standard Interface Installation - NG911	\$ 1,160	Completion of Standard Interface Installation
Deliverable 11	CAD Standard Interface Installation - State/NCIC - On-Line CAD	\$ 2,320	Completion of Standard Interface Installation
Deliverable 12	CAD Standard Interface Installation - Pictometry	\$ 580	Completion of Standard Interface Installation
Deliverable 13	CAD Standard Interface Installation - Pre-Arrival Questionnaire	\$ 1,160	Completion of Standard Interface Installation
Deliverable 14	CAD Standard Interface Installation - Encoder	\$ 3,480	Completion of Standard Interface Installation
Deliverable 15	CAD Standard Interface Installation - CAD Export	\$ 2,320	Completion of Standard Interface Installation



Deliverable	Milestone		erable	Billing Notes
Deliverable 16	CAD Standard Interface Installation - ESO Interface	Based \$	Billing 2.320	Completion of Standard Interface Installation
Deliverable 17	CAD Training			Completion of Training
Deliverable 18	CAD Go-Live		13,000	
Deliverable 19	LE Mobile Messging Training			Completion of Training
Deliverable 20	Fire Mobile Messging Training		_	Completion of Training
Deliverable 21	Mobile Messging Go-Live	\$	13,000	Go-Live
Deliverable 22	LERMS Build		13,000	Completion of Build
Deliverable 23	RMS Standard Installation - Web Briefing Notes	\$	1,160	Completion of Installation
Deliverable 24	RMS Standard Interface Installation - Citizen Reporting	\$	2,320	Completion of Standard Interface Installation
Deliverable 25	RMS Standard Interface Installation - State/NCIC - On-Line Global Subjects	s	4,060	Completion of Standard Interface Installation
Deliverable 26	RMS Standard Interface Installation - State/NCIC - On-Line Property Checks	s	4,060	Completion of Standard Interface Installation
Deliverable 27	RMS Standard Interface Installation - State/NCIC - On-Line Wants & Warrants	\$	4,060	Completion of Standard Interface Installation
Deliverable 28	RMS Standard Interface Installation - State/NCIC - On-Line Impounds	\$	4,060	Completion of Standard Interface Installation
Deliverable 29	RMS Standard Interface Installation - State/NCIC - On-Line Pawn Shop Check	\$	2,320	Completion of Standard Interface Installation
Deliverable 30	RMS Custom Interface Installation - KYOPS eCitation (one-way)	\$	8,000	Completion of Custom Interface Installation
Deliverable 31	RMS Custom Interface Testing - KYOPS eCitation (one-way)	\$	8,000	Completion of Custom Interface Testing
Deliverable 32	RMS Custom Interface Installation - KYOPS eCrash (one-way)	\$	11,200	Completion of Custom Interface Installation
Deliverable 33	RMS Custom Interface Testing - KYOPS eCrash (one-way)	\$	11,200	Completion of Custom Interface Testing
Deliverable 34	RMS Custom Interface Installation - KYOPS eNIBRS (one-way)	\$	10,400	Completion of Custom Interface Installation
Deliverable 35	RMS Custom Interface Testing - KYOPS eNIBRS (one-way)	\$	10,400	Completion of Custom Interface Testing
Deliverable 36	RMS Custom Interface Installation - Evidence.com (one-way)	\$	9,600	Completion of Custom Interface Installation
Deliverable 37	RMS Custom Interface Testing - Evidence.com (one-way)	\$	9,600	Completion of Custom Interface Testing
Deliverable 38	RMS Custom Interface Installation - LEADS on-Line (one-way)	\$	9,600	Completion of Custom Interface Installation
Deliverable 39	RMS Custom Interface Testing - LEADS on-Line (one-way)	\$	9,600	Completion of Custom Interface Testing
Deliverable 40	RMS Custom Interface Installation - KYOPS Field Investigation Interface (one-way)	\$	9,600	Completion of Custom Interface Installation
Deliverable 41	RMS Custom Interface Testing - KYOPS Field Investigation Interface (one-way)	\$	9,600	Completion of Custom Interface Testing
Deliverable 42	RMS Custom Interface Installation - Pedestrian Warning Interface (one-way)	\$	9,600	Completion of Custom Interface Installation
Deliverable 43	RMS Custom Interface Testing - Pedestrian Warning Interface (one-way)	\$	9,600	Completion of Custom Interface Testing
Deliverable 44	RMS Custom Interface Installation - Astra FRMS Interface (one-way)	\$	20,000	Completion of Custom Interface Installation
Deliverable 45	RMS Custom Interface Testing - Astra FRMS Interface (one-way)	\$	20,000	Completion of Custom Interface Testing
Deliverable 46	LERMS Training	\$	13,000	Completion of Training
Deliverable 47	LERMS Go-Live	\$	13,000	Go-Live
Deliverable 48	CAD DSS Implementation Complete	\$	4,350	Completion of DSS Training
Deliverable 49	RMS DSS Implementation Complete	\$	4,350	Completion of DSS Training
Deliverable 50	CAD / RMS Data Conversion - Analysis & Assessment Complete	\$	5,400	Delivery of Conversion Analysis Document
Deliverable 51	CAD / RMS Data Conversion - Delivery of and Training on Mapping Tool	\$	10,000	Conversion Mapping
Deliverable 52	CAD / RMS Data Conversion - Test Conversion #1 Complete	\$	3,400	Completion of First Test Conversion Run
Deliverable 53	CAD / RMS Data Conversion - Production Conversion Complete	\$	3,400	Completion of Production Conversion Run
Deliverable 54	CAD / RMS Data Conversion - Address Reverification Complete	\$	7,800	Completion of Address Reverification - Post Production
Deliverable 55	Functional Testing	\$	16,360	Completion of Functionality Testing
Deliverable 56	Reliability Testing	\$	16,360	Completion of Reliabiliy Testing
Deliverable 57	Project Management	\$ 1	120,000	Billed in Monthly Increments. \$8,000 a month for 15 months.
		TOTAL: \$ 59	95.335	

3. Third Party Products.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 Third Party Software Maintenance (excluding Esri and Embedded Third Party Software): The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.
- 3.3 Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.



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



<u>Payment</u>. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.

420 Montgomery

San Francisco, CA 94104

ABA: 121000248 Account: 4124302472

Beneficiary: Tyler Technologies, Inc. - Operating





Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (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 Defense 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

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.



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

5. Internet Access - Hotels and Airports

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

6. International Travel

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

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

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

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





Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- 1. <u>Term.</u> We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. Associated maintenance and support fees for the Replacement Standard Software will remain unchanged from the Deleted Standard Software until the new maintenance begins 365 days after Effective Date. Year 2 maintenance and support fees are listed in the Investment Summary. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- 2. Maintenance and Support Fees. Your years 1 and 2 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. Tyler agrees that the increase in the annual maintenance shall not exceed more than 2% per year, over the prior year, for the first five (5) annual maintenance renewals. Your fees for each subsequent term will be at our then-current rates, but shall not increase more than 5% from the prior year. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
- 3. <u>Maintenance and Support Services</u>. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours: a) currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party



Software, if any, in order to provide maintenance and support services;

- 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
- 4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
- 5. <u>Hardware and Other Systems</u>. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.
- 6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
- 7. <u>Current Support Call Process</u>. Our current Support Call Process for the Tyler Software is provided Schedule 1 to Exhibit C.





Exhibit C Schedule 1 Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference http://www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1**: A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.



The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: A Defect which causes only a minor impact on the use of the Tyler Software.

We may include a correction in subsequent Tyler Software releases.

Should you believe that we have failed to adhere to the agreed to response criteria, you will request a conference call with the appropriate Executive Account Team member, listed below, to discuss the concern. During this conference call, should it be determined that we did not meet the agreed response criteria and it represents the 2nd or greater time in a rolling six-month period, the appropriate Executive Account Team member will present a plan to remedy the situation on site within 30 days of the conference call.

Vice President of Client Success, Erin Miller:
Vice President of Professional Services, Kevin Flynn:
Director of Client Success, Paul Case:
Director of Support Services, Debra Hoover:
Director of Project Management, Bob Motzny:

Erin.Miller@tylertech.com – 248-269-1000, ext 1153

Kevin.Flynn@tylertech.com – 248-269-1000, ext 1538

Paul.Case@tylertech.com – 248-269-1000, ext 1438

Debra.Hoover@tylertech.com – 248-269-1000, ext 1396

Bob.Motzny@tylertech.com – 248-269-1000, ext 1159



Exhibit D Third-Party End User License Agreement

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Exhibit E Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.





Schedule 1 Professional Services

1. **Project Management Services**

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. <u>Implementation and Training Support Services</u>

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Mobile Server Re-configuration services;
- c) Training you or assisting with your training on the Tyler Software; and
- d) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.



Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your MSP server(s).

- a) Hardware Quality Assurance Services (Disaster Recovery Environment): Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Configure Disaster Recovery (VMware SRM)
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

- a) Message Switch Operating System Assurance Services (Warm Spare Environment): Operating System Assurance and Software Installation Services:
 - Unpack and Assemble Hardware as Needed
 - Verify Core Hardware Functionality
 - Install and Update AIX Operating System
 - Install and Update Applicable System Manual Pages
 - Set AIX Environment Variables
 - Build System User-IDs and Authorizations
 - Install and Stage Message Handler and Compilers
 - Verify and Allocate Disk Space
 - Mirror Hard Drives and Boot Sequencing
 - Install Customer-Specific Communication Processes
 - Compile New World Message Switch Programs



- Install Base Message Switch Data Tables
- Install Automated Process Restart Script(s)
- Configure Remote Procedure Calls for Disaster Recovery/Warm Spare
- Configure Failover Scripting
- Install Full System Backup Process
- Install System Support Scripts
- Install State Specific Programs and Scripts
- Install State Specific Data Tables
- Assure Message Switch Operation
- Disassemble, Package and Ship to Customer

6. <u>Decision Support Systems (DSS) Implementation Services</u>

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).

7. Functionality and Reliability Testing

Functionality Testing

As a part of initial project planning, Tyler and Client's Project Managers will jointly develop and finalize a Functionality Test Plan.

The RFP response matrix (attached herein as Exhibit F) will be used to create a "pass/fail" functionality testing document. If you have not licensed proposed software necessary to provide all functionality listed, those items pertaining to such software will be stricken. There will be columns added for the testing results (pass/fail), along with columns for comments for both the client and Tyler responses. Testing will occur after the Tyler Software is configured and before the user training begins. The Tyler project manager will engage Tyler application specialists for the testing effort to work with the Client testing team. The Tyler and Client project managers will review the results and work together to address any issues found. Any issues that cannot be resolved within 30 days following the conclusion of testing will be assigned a priority level as defined in the Support Call Process in Exhibit C, Schedule 1, and will be resolved accordingly. Once Tyler notifies Client that an issue has been resolved, it will be re-tested in accordance with the Functionality Test Plan. When all issues



designated as Priority Level 1 have been resolved and successfully tested, the parties will move to Reliability Testing.

Reliability Testing

Following the conclusion of Functionality Testing, The Acceptance Test Plan will include a test period for reliability testing. The reliability test period will conclude upon the earlier of 1) when mutually agreed to, or 2) when the Tyler Software operates in a live production environment without a Priority Level 1 Defect for 30 days, as defined in the Support Call Process in Exhibit C, Schedule 1.





Schedule 2 Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files. The parties will negotiate in good faith any increase to the associated fees.

General

- 1. This conversion effort includes data coming from the New World database, not multiple sources.
- 2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

- 1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
- 2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software.
- 3. As provided in the approved project plan for conversions, we will schedule on-site trips to your location in order to conduct the following: Conversion Go-Live Implementation and Support.

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

Client Responsibilities

- 1. You will give us access to your current 400 database for extraction of data.
- 2. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
- 3. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.



Files to be Converted from New World 400:

MASTER FILES

Master	Names		
PSAADR	Addresses	PSINBR	Jacket ID Numbers
PSGADR	Global Addresses	PSJBUS	Jacket School / Business Information
PSAJCK	Jacket Master	PSPADR	Jacket Previous Address
PSALIS	Alias Master	PSPHON	Jacket Additional Contacts
PSASSC	Known Associates	PSSMTH	Jacket Scars / Marks / Tattoos / Handicaps
PSBUSN	Business Additional Characteristics	PLFSBJ	Field Investigation Subjects (if applicable)
PSCHAR	Jacket Additional Characteristics	FRSUBJ	Fire Records Investigation Subjects (if applicable)
PSCRIM	Jacket Criminal Characteristics	OPSUBJ	Orders Of Protection Subjects (if applicable)
PSFPRT	Person Fingerprints		
Master	Property		
PLPROP	Property	PLOWNR	Owner Information
PSPITM	Property Item	PSJITM	Jacket Associated Items
Master	Gun		
PSGUNS	Global Guns	PSJGUN	Jacket Associated Guns
Master	Vehicles		
PSVHCL	Vehicles	PSJVHL	Jacket Associated Vehicles
Statutes	S		
PLCRIM	Crime Codes	PSSTAT	Statutes

CAD

Calls For Service			
CDPLAT	CAD - Plate Information	PLQDSP	Cleared Dispositions
CDPLOG	CAD - Personnel History Log	PLQUIK	Incidents
CDULOG	CAD - Unit History Log	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSDOCI	Document Processing Document Index



PLINCD	Incidents	PSFDOC	Document Processing Free Form Documents
PLNADR	Incident Additional Name/Address	CEHIST	E911 History
CDHOUS	CAD – House Watch		
Run Car	ds		
GORCRD	GEO - Run Card Master	GOQUAD	GEO - Quad. Exceptions
GORCAM	GEO - Run Card Assignments		
Alarms			
CAAACT	Alarm Account History	CAINVH	Alarm Invoice History
CAAMST	Alarms Master	CASUBJ	Alarms Subject
CAEDIT	Alarm Transaction Edits	CATRAN	Alarm Transaction History

Incidents			
CDPLAT	Plate Information	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSREVU	Generic Review Date Master
PLINCD	Incidents	PLINDX	Index Cards
PLNADR	Incident Additional Name/Address	-	

RMS

Cases			
PLOWNR	Owner Information	PLEOKA	Officer Killed/Assulated file
PLPDSP	Property Disposition	PLMISS	Missing Persons
PLPHST	Police Case Property History	PLOFNS	Case Offense
PLPLAB	Property Lab/Evidence	PLOSMO	Offender/Suspect MO
PLPLOC	Property Location	PLSHST	Case Status History
PLPROP	Property	PLSPVM	Suspect Vehicle
PLPTRN	Property Custody Transaction	PLSREL	Case Subject Related Offenses
PLASOC	Associated Cases	PLSVOR	Victim Offender Relationship
PLCASE	Police Cases	PLSVWM	Case Subjects
PLCSAS	Officer Case Assignments	PSREVU	Generic Review Date Master
PLSOLV	Case Solvability Factors		
Arrests			



вкѕснб	Bookings / Courts Supplemental Charges	PLACIN	Arrest Court records
PLAARM	Adult Arrests	PLJARM	Juvenile Arrests
PLABCF	Global Charges	PLSCHG	Case/Arrest Supplemental Charges
Tickets			
PLABCF	Global Charges	TKSCHG	Ticket Supplemental Charges
TKCORT	Ticket Charges	тктскт	Ticket
TKISSU	Issued Tickets	TKVOID	Tickets Voided
TKNYST	New York State Ticket Supplement		
Acciden	ts		
PLACCC	State Accidents	SCTABE	Table Entries Master (Used for reference only)
PLACCM	State Accident Unit	PSVHCL	Vehicles
PLACCN	State Accident Unit Names	PSGADR	Addresses
PLACCT	State Accident Tickets	PLACCMNY	State Accident Unit - New York (if applicable)
PLACCV	State Accident Vehicles	PLACCVNY	State Accident Vehicles - New York (if applicable)
Field Inv	/estigations		<u> </u>
PLFINV	Field Investigations	PLFIAC	Field Investigations Associated Cases
PLFSBJ	Field Investigations Subjects		
Contact	Cards	1	
PSROLO	Card File Master	PSROLC	Card File Contacts
Wants a	nnd Warrants		
PSWANT	Wants and Warrants Issued	PSWCHG	Wants and Warrants Charges
Personn	lel Training		
PLOEDC	Officer Education		
Officer I	 Equipment		
PLOINV	Officer Equipment Issued		
Pawn Sl	hops		
PLOWNR	Owner Information	PLPLOC	Property Location



Pawn Transactions	PLPPRP	Pawn Shop Transaction
Property Disposition	PLPROP	Property
Police Case Property History	PLPTRN	Property Custody Transaction
Property Lab/Evidence		
ded Vehicles		
Impounded Vehicle Master		
	Property Disposition Police Case Property History Property Lab/Evidence ded Vehicles	Property Disposition PLPROP Police Case Property History Property Lab/Evidence ded Vehicles

Narrati	ves		
PSDOCI	Document Processing Document Index	SCTABE	Table Entries Master (Used for reference only)
PSFDOC	Document Processing Free Form Documents	SCTABM	Table Master (Used for reference only)
NCINTD	Narcotics Intelligence	PSDMST	Document Processing Master
PLCUSR	Case User Defined	OPUSRD	Orders Of Protection User Defined
PLFINV	Field Investigations	PLFSBJ	Field Investigation Subjects



Schedule 3

Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

The custom software described below is fixed price. Should to the scope of effort change, the parties will negotiate in good faith any increase to the associated fees. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

- a) Custom Software/Interface(s)
 - While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
 - (1) KYOPS eCitation Interface (one-way)
 Tyler Technologies will provide an interface that will import eCitation data from KYOPS to New World Public Safety Ticket Module
 - (2) KYOPS eCrash Interface (one-way) Tyler Technologies will provide an interface that will import eCrash data from KYOPS to New World Public Safety accident module.
 - (3) KYOPS eNIBRS Interface (one-way) Tyler Technologies will provide an interface that will case data from KYOPS to New World Public Safety Case Module.
 - (4) KYOPS Field Investigation Interface (one-way) Tyler Technologies will provide an interface that will Import Field Investigation data from KYOPS to New World Public Safety.
 - (5) Pedestrian Warning Interface (one-way)
 Tyler Technologies will provide an interface that will Import Field Investigation data from an in-house web form to New World Public Safety.
 - (6) Evidence.com Interface (one-way)
 Tyler Technologies will provide an interface that will verify data received from Evidence.com.
 - (7) Leads On-Line Interface (one-way)
 Tyler Technologies will provide an interface that will import pawn data from LEADS
 Online to New World Public Safety Pawn module.



(8) Lex Astra PrePlan Import Tyler Technologies will provide an interface to import building and business registry data to the Building and Business Registry modules for use in preplan generation.

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.
- (2) Prepare a Requirements Document (RD) to include:
 - Detailed description of the required feature; including its functionality
 - menu samples
 - screen samples
 - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request for Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) **Design and Development Procedure**

	<u>Activity</u>	<u>Targeted Time</u> <u>Period</u>
(1)	We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	We submit completed RD to you.	To be determined
(3)	You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off	To be determined
Agree	ement - NS 09.19.17 (17A3H 0912) - executable.docx	🔆 tyler

and your authorization to proceed in writing.

- (4) We complete programming from RD and provide the To be determined associated deliverable to you.
- (5) You test software modification based on RD. To be determined

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the following pages:



Interface Control Document (ICD)

Lexington - Fayette Urban Co. Gov (LFUCG) KY

Interface	Evidence.com Verification
Direction	Import
Third Party	Evidence.com
Record Type	Case; Incident
Record Type Detailed Description	Tyler Technologies will provide an interface that will verify data received from Evidence.com. On a regular basis, Evidence.com will provide a list of new body camera file with the incident/case number associated with the video. The interface will verify that the (1) the incident/case number is valid and (2) that a field report has been created for either the incident or case. An email will be sent to one or more configurable addresses with a list of files that fail the check. For all files with a valid incident/case number, a text file will be attached indicating that a body camera video can be found in evidence.com. The check of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World incident and
Assumptions	case module. No new fields will be added to the database or user screen. 1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
	 New World System will not be responsible for making any modification in the 3rd party software to support this interface. The third-party will work with New World Systems and the customer to test the interface.

Interface	KYOPS eCitation Import	
Direction	Import	
Third Party	KYOPS	
Record Type	Ticket	

Detailed Description	Tyler Technologies will provide an interface that will import eCitation data from KYOPS to New World Public Safety Ticket Module .			
	The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the ticket record.			
	The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.			
	The interface will be limited to fields that exist in the New World ticket module. No new fields will be added to the database or user screen.			
Assumptions	The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.			
	2. New World System will not be responsible for making any modification in the 3rd party software to support this interface.			
	3. The third-party will work with New World Systems and the customer to test the interface.			

Interface	KYOPS eCrash Import
Direction	Import
Third Party	KYOPS
Record Type	Accident
Detailed Description	Tyler Technologies will provide an interface that will import eCrash data from KYOPS to New World Public Safety accident module. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the accident record. The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World accident module. No new fields will be added to the database or user screen.



Assumptions	1.	The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
	2.	New World System will not be responsible for making any modification in the 3rd party software to support this interface.
	3.	The third-party will work with New World Systems and the customer to test the interface.

Interface	KYOPS eNIBRS Case Export	
Direction	Import	
Third Party	KYOPS	
Record Type	Case	
Detailed Description	Tyler Technologies will provide an interface that will case data from KYOPS to New World Public Safety Case Module. The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the case record. The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World case module. No new fields will be added to the database or user screen.	
Assumptions	 The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. New World System will not be responsible for making any modification in the 3rd party software to support this interface. The third-party will work with New World Systems and the customer to test the interface. 	

Interface	KYOPS Field Investigation Import
Direction	Import
Third Party	KYOPS
Record Type	Field Investigations
Detailed Description	Tyler Technologies will provide an interface that will Import Field Investigation data from KYOPS to New World Public Safety . The interface will attempt to match the inbound subject and vehicle data with existing



	records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the field investigation record.		
	The Import of data will be a batch process that will occur at a frequency configurable by customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon process. The interface will be limited to fields that exist in the New World field		
	investigation module. No new fields will be added to the database or user screen.		
Assumptions	The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.		
	2. New World System will not be responsible for making any modification in the 3rd party software to support this interface.		
	3. The third-party will work with New World Systems and the customer to test the interface.		

Interface	LEADS Online
Direction	Import
Third Party	LEADS Online
Record Type	Pawn
Detailed Description	Tyler Technologies will provide an interface that will import pawn data from LEADS Online to New World Public Safety Pawn module.
	The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the pawn record.
	The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.
	The interface will be limited to fields that exist in the New World pawn module. No new fields will be added to the database or user screen.
	LEADS Online will not provide the required pawn transaction data unless there is a local ordinance that requires all pawn shops to enter data into LEADS
Assumptions	 The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. New World System will not be responsible for making any modification in the 3rd
	party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.



Interface	Lex Astra PrePlan Import		
Direction	Import		
Third Party	LexAstra		
Record Type	Wants/Warrants		
Detailed Description	Tyler Technologies will provide an interface to import building and business registry data to the Building and Business Registry modules for use in preplan generation No changes will be made to how pre-plan reports are generated and presented to users; information will be available in CAD and Fire Mobile as current software functionality supports Buildings and business may be associated as part of the import provided the 3rd party can provide the relationship mapping necessary between buildings and associated businesses Data imported will include Building data (name, address, purpose, use) Businesses associated to buildings Building contacts/keyholders (imported as free-form persons) Building hazmat information Hazmat information can be associated to hazmat data already existing in the Hazmat module; hazmat materials will not be created/updated in the hazmat module Business data (name, address, ID numbers) Business contacts/keyholders (imported as free-form persons) Business hazmat information Hazmat module; hazmat materials will not be created/updated in the hazmat module Business documents (e.g. floorplan documents) Business documents (e.g. floorplan documents) The import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support a one-time mass import of building and business records The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.		
Assumptions	 The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. New World System will not be responsible for making any modification in the 3rd party software to support this interface. The third-party will work with New World Systems and the customer to test the interface. 		

Interface	Pedestrian Warning Import
Direction	Import
Third Party	Internal Web Form
Record Type	Field Investigations
Detailed Description	Tyler Technologies will provide an interface that will Import Field Investigation data from an in-house web form to New World Public Safety.
	The interface will attempt to match the inbound subject and vehicle data with existing records in New World. When a match is not found, a new record will be created. If a pdf document is included with the data, the document will be attached to the field investigation record.
	The Import of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.
	The interface will be limited to fields that exist in the New World field
	investigation module. No new fields will be added to the database or user screen.
Assumptions	 The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. New World System will not be responsible for making any modification in the 3rd party software to support this interface.
	3. The third-party will work with New World Systems and the customer to test the interface.





Exhibit F RFP Response Matrix

Requirements Response Matrix

The criteria for prioritizing the requirements were:

- Critical: Requirement must be supported for legal, audit, or policy reasons.
- High: Affects business process greatly.
- Medium: Affects productivity, quality of service. Significant value.
- Low: Requirement support would be "nice to have".

For each requirement listed in the *Requirements table* provided in below, please respond with one of the following values in the *Vendor Response* column:

- 3 indicates that this requirement is fully met by the current release of your packaged solution.
- 2 indicates that this requirement is fully met by a planned release of your solution. A "2" response must be accompanied by the general availability date of the solution.
- 1 indicates that customization to a packaged solution, or that custom developed software will be necessary to meet this requirement.
- **0** indicates that your solution does not and is not planned to meet the requirement, either by new release or customization.

For any response of 0, 1, or 2, please describe the uncertainty or limitation related to the response.

Tyler Response: Our response to your software specifications is based on our interpretation of each feature or requirement. Our response will be accurate in a high percentage of cases. Occasionally, however, our interpretation does not coincide with the prospect's intention. A demonstration of our software will further assure the LFUCG that Tyler can meet and/or exceed your requirements. Our standard software offers broad software capabilities and the use of tables and user-defined fields affords the flexibility to extend our functionality.



CAD REQUIREMENTS

	and the second s	
Requirement C1.0: Ability for the phone system to populate as much of the CAD system as possible	3	Н
e.g., AddressContact name		
Contact number		
Requirement C1.1: Ability to transfer or share call attributes	2	L
e.g., video, picture, text with responding units (mobile)	Second phase of NG911 – spring 2017. May not include video; assumes Mobile can	
 Consideration: Bandwidth constraints for video 	access video feed.	
Requirement C1.2: Ability to easily share information from other sources	1	L
e.g., social media	An interface to Smart911 has been included in the	
Smart 911	proposal.	
Requirement C1.3: Ability to provide decision tree capabilities to support call taker	3	Н
 Includes providing pre-arrival instructions based on call type 		
Requirement C1.4: Ability to provide a template for reporting calls for service based on call type	3	Н
Requirement C1.5: Ability to populate the call for service record with the user's name/initials	3	Н
	Part of the call log.	
Requirement C1.6: Ability to provide command line entry as an option	3	Н
Requirement C1.7: Ability to identify groups of related calls	3	M
e.g., location, priority, type		
Requirement C1.8: Ability to choose pre-defined sectors for viewing	3	С
Requirement C1.9: Ability to combine/link calls for service and the narrative	3	Н
 e.g., To dispatch a single unit to multiple calls for service; storms, shots fired, slick road conditions, downed trees 	Calls can be associated, linked, or stacked.	



		:
Requirement C1.10: Ability to auto suggest address based on partial entry	3	Н
Requirement C1.11: Ability to flag address for special conditions	3	Н
Requirement C1.12: Ability to see previous runs for an address, police and fire and EMS e.g., call types	3	Н
Requirement C2.0: Ability to assign a type to each unit To assist during dispatch that requires specific equipment or personnel, e.g., haz mat, K-9,personnel level, etc.	3	С
Requirement C2.1: Ability to assign multiple types to each resource • Depending on the role it needs to fill, equipment and people	3	С
Requirement C2.2: Ability to assign type(s) to particular address based on address attributes • e.g., a home with a diabetic, high rise building, school, etc.	3	С
Requirement C2.3: Ability to configure people and equipment per units, types, addresses, and resources	3	С
 Ability to tweak per dispatch and override Requirement C2.4: Ability to display historical information about callers Flags, alerts, license tags, phone number, 	3	M
etc. Requirement C2.5: Ability for dispatcher to override system-suggested recommendations and priority	3	С
Requirement C2.6: Ability to display safety alerts about address, license plates, individuals	3	С
Requirement C2.7: Ability for the system to suggest a priority based on call type that the call taker can override	3	С
Requirement C2.8: Ability to query for nearest, appropriate equipment or specialty type, based on location using AVL	3	С
Requirement C2.9: Ability to provide a static view of the nearest, appropriate equipment or specialty type	3	С



	-	:
Requirement C2.10: Ability to search for dispatch codes based on key words	3	L
Requirement C2.11: Ability to escalate the resources dispatched based on	3	С
Disposition change for fire and class code for police		
Alarm disposition and type change		
Call type change (original call type)		:
Recommend additional resources		
Requirement C2.12: Ability to provide both CAD and AVL recommendations	3	С
Requirement C3.0: Ability for dispatch to accept, modify or reject system dispatch recommendation	3	С
Should accommodate narrative but not require it		
Requirement C3.1: Ability to provide Rip and Run information in hard copy and electronically to the MDC Building info Heating System PVA info	Mobile receives a dispatch message that includes the alerts/hazards and pre-plan information. Tyler has proposed an import of PVA info into the pre-plan/business/place.	С
Requirement C3.2: Ability to provide automated dispatch pre-alerts	0	М
Requirement C3.3: Ability to require physical acknowledgement of en route status by means other than radio e.g., via button on MDC screen	3	Н
Requirement C3.4: Ability to set timer thresholds and notify dispatch when the threshold is exceeded	3	Н
Requirement C3.5: Ability to swap units that are en route	3	С
Requirement C3.6: Ability to designate last call	0	Н
status for units or personnel Make the last resource	Can configure the system so the last unit clears calls (with or without disposition)	



		: •
	and/or last unit from agency clears the call for that ORI/FDID.	
Requirement C3.7: Ability for the dispatcher to communicate changes to mobile data computer	3	С
Re-pollSpecify change		
Requirement C3.8: Ability to provide a satellite view on mobile client	3 (Ortho Imagery is supported as part of the MXD)	L
Requirement C3.9: Ability to provide a satellite view in dispatch center	3	L
Interface with LFUCG pictometry	Ortho Imagery is supported as part of the MXD. CAD Mapping supports a standard Pictometry interface.	
Requirement C3.10: Ability to dispatch based on coordinates, not just address	3	Н
Requirement C3.11: Ability to see same view of coordinates on mobile client and desktop	3	L
Requirement C3.12: Ability to generate an additional incident and link it to an existing incident with shared comments	The system allows one CFS to generate multiple incidents with differing incident types based on discipline.	С
		C
Requirement C4.0: Ability to report status via mobile data computer	3	
Requirement C4.1: Ability to provide a visual indication of statuses on dispatch and other screens	3	Н
e.g. color coded indicators		
Requirement C4.2: Ability to display unit status, location, and incident on mobile data terminals and dispatch screens for all agencies	3	С
Requirement C4.3: Ability to provide threshold timers based on call code for: hospital runs, status checks, en route	3	Н



		1.44%
With override capabilities to reset timer		
Requirement C4.4: Ability to conduct a status check for the entire incident	3	Н
Requirement C4.5: Ability to apply a threshold timer on demand	3	Ĺ
Requirement C4.6: Ability to integrate with third party AVL and/or CAD	3	Н
To cross county lines, etc.		
Requirement C4.7: Ability to add status notes via MDC	3	М
Requirement C5.0: Ability for the system to prompt dispatch of freed resource	3	Н
 To alert dispatch that they are now available for another dispatch Based on equipment or resource status change, e.g., ambulance left the hospital now available for another run 		
Requirement C5.1: Ability to prohibit certain statuses from being reported from the mobile computers Can be turned on or off by authorized agency personnel	3	H
Requirement C5.2: Ability to clear a police call based on disposition code (ex: Code 1, 17, 9)	3	С
Requirement C5.3: Ability to report disposition codes from mobile data computers	3	М
Requirement C5.4: Ability to reassign units vs. clearing to closed call then reassigning	3	Ĥ
Requirement C5.5: Ability to reopen a call and add to it	3	Н
e.g., erroneous status reporting Requirement C5.6: Ability for the dispatcher to edit or add to but not delete call data	3	С
Limit deleting to agency manager or above Requirement C5.7: Ability to change the status of multiple units at same time (minimum of 5 units)	3	С



Requirement C5.8: Ability to track an assignment without an incident number so they can be assigned and dispatched	3	Н
e.g., school visit		
Requirement C5.9: Ability for dispatcher to see the location of all units for all agencies and filter by agency	3	С
On status screen On map is medium priority		
Requirement C5.10: Ability to provide a visual prompt for any change made to an incident	3	Н
Specify what the change is		
Keep all changes		
Requirement C6.0: Ability to provide a preconfigured report on	3	М
Response time olimits dispatch to arrival olimits en-route to arrival olimits dispatch to en-route Call processing		
Requirement C6.1: Ability to provide a preconfigured report on violation of threshold times • Auto generated to command	3 CAD reports render in MS Excel; may require some Excel workbook setup to generate the report.	М
Requirement C6.2: Ability to provide ad hoc query and reporting tools	3	Н
Requirement C6.3: Ability to have robust reporting capabilities	0	Н
 Run on demand Automatic distribution Interface with active directory (Low priority for fire) Tied to fire staffing functions (Low priority for fire) Trend reporting Drill down to individual 		
Requirement C-T.0: Ability to provide an audit trail for:	3	С



		, :
Read	Response based on call log	
Write	and unit log.	
With time stamp		
Nature of the time stamped event		
HIPAA compliant		
Requirement C-T.1: Ability to maintain high level of uptime	3	Н
99.75% (22 hours of downtime per year)		
Requirement C-T.2: Ability to change system parameters without vendor or IT intervention	3	С
By system adminRun orderCall typesUnit types		-
Requirement C-T.3: Ability to provide multi sessions via a single login	3	Н
Requirement C-T.4: Ability to provide a single login	3	Н
e.g., Via Active Directory		
Requirement C-T.5: Ability for the MDC to operate even if the server is down	3	Н
e.g., mapping		!
Requirement C-T.6: Ability for maps to be stored locally on the MDC	3	Н
Requirement C-T.7: Ability for the system to provide an <i>initial</i> sub-second response time,	0	С
excluding ad hoc queries	While Tyler's Licensed New World Software provides a high degree of availability and performance, there are many system components and operational variables that are beyond Tyler's control. These other system components and variables may and can impact this requirement. Tyler's New World software solutions support fault-tolerant hardware, high availability data redundancy, and are available with 24x7 product support. Should Tyler be chosen as the preferred	



	solution provider, we will discuss and negotiate mutually agreeable performance requirements.	
Requirement C-T.8: Ability for the system to provide an average response time of less than .5 seconds for all transactions; excluding ad hoc queries	While Tyler's Licensed New World Software provides a high degree of availability and performance, there are many system components and operational variables that are beyond Tyler's control. These other system components and variables may and can impact this requirement. Tyler's New World software solutions support fault-tolerant hardware, high availability data redundancy, and are available with 24x7 product support. Should Tyler be chosen as the preferred solution provider, we will discuss and negotiate mutually agreeable performance requirements.	С
Requirement C-T.9: Ability to support CJIS and HIPAA compliance and security standards	3	С
	HIPAA data, if any, is kept under separate tabs with security in the application. A basic function of the proposed solution suite is application level security. A user may have rights to view a portion of a record but not have authority to view or print any HIPAA data elements. The database architecture enforces HIPAA by breaking out those data elements into tables that may be further secured within the database if needed.	

RMS REQUIREMENTS

Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R1.0: Ability to search anything in our system using multiple search criteria	3	Н
e.g., All white males with brown hair		
Requirement R1.1: Ability to search using any/all fields as criteria	Most all of the data elements can be searched with standard inquires or through the use of the Data Analysis and Mapping (DA&M) or Decision Support Software (DSS) modules. There are a few non-operational fields that are not exposed for searching.	Н
Requirement R1.2: Ability to search using Boolean operators, e.g., and, or, not • All white makes with brown hair but not blue eyes	3	Н
Requirement R1.3: Ability to search without requiring knowledge of data structure	3	Н
Requirement R1.4: Ability to save, store, name and share inquiries and searches	3 Through the use of the DA&M module.	Н
Requirement R1.5: Ability to schedule inquiries and searches to run at a specific time	3 Through the use of the DA&M module.	М
Requirement R1.6: Ability to search on nicknames or alias and have all records for that individual returned	3	Н
Requirement R1.7: Ability to combine the results of queries from searches of interfaced systems and present to the user; LeadsOnline, Total Last Option, Jail, etc. (CAD & RMS)	3	М

Requirement	Vendor's Response 3, 2, 1, 0 Response based on	Priority
	information that is imported into the RMS system.	
Requirement R1.8: Ability to save an ad hoc query that can be displayed through a dashboard type presentation	3	М
Requirement R1.9: Ability to upload documents and link or associate to any file	3	С
Case file, file on an individual, report		
Requirement R1.10: Ability to establish a link to documents stored externally.	3 Hyperlinks are supported in	Н
• e.g., hyperlink	Geo processing using an Esri MXD file within the New World CAD and LERMS applications.	
Requirement R2.0: Ability to alter case workflow	3	M
based on agency business rules		
Requirement R2.1: Ability to view progress on workflow items. e.g., flag overdue work	3	M
Based on incident types		
Based on role		
Requirement R2.2: Ability to notify those who are responsible for creating or supplementing the incident report	3	М
Role based		
Requirement R2.3: Ability to auto populate report with units assigned and personnel	3	Н
Requirement R2.4: Ability to auto link incident number to case number and identify everyone and everything involved	3	Н
Requirement R2.5: Ability to attach pictures, videos, document to a case or incident	3	С



Requirement	Vendor's Response 3, 2, 1, 0	Priority M
Requirement R2.6: Ability to prompt user for supplemental documentation based on incident type/disposition(fire)	The New World Fire application uses a Fire Wizard that allows the agency to define the process that will guide the user through the entry process. This process is based on the incident type.	M
Requirement R2.7: Ability to transmit Patient Care Record to hospital (Currently done via interface to ESO Solutions)	A one-way export of ePCR information to the hospital in the NEMSIS 3.0 format has been included in the proposal.	Н
Requirement R2.8: Ability to designate fields to trigger additional activity • e.g., trigger cost recovery based on NFIRS disposition, false alarm (police)	3 Trigger fields are defined and configured in maintenance.	Н
Requirement R2.9: Ability to calculate cost recovery using OT rates with rule-based pay rate thresholds • e.g., special event like working a UK Football game • Fire has multiple pay rates • Integrate to personnel and HR records to track number of hours per individual	0	Н
Requirement R2.10: Ability to generate, view and track internal service requests • e.g., Equipment loans, fire hydrant issues, meeting room requests	0	Н
Requirement R3.0: Ability to assign primary and secondary investigators	3	С
Requirement R3.1: Ability to auto report lack of case activity, e.g., email,	3	М
Based on agency definable thresholds		



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R3.2: Ability to auto report lack of project activity based on agency definable thresholds	3 Response based on using DA&M and configuration of the Case Management module.	L
Requirement R3.3: Ability to identify potential duplicate records at the time of manual entry and present to the user to accept or reject.	3	С
Requirement R3.4: Ability to add associates/vehicles to case field investigation reports without opening different case numbers	3	М
Requirement R3.5: Ability for the system to assist records merge based on agency criteria • Utilize agency defined matching algorithms and rules	3	С
Requirement R3.6: Ability to obtain pawn shop info, e.g., stolen property Today that info is received from LeadsOnline	The New World Pawn module includes the ability to import pawn information based on a standard format. A custom LeadsOnline interface has been included as optional in the case that LeadsOnline cannot/will not provide the data in the standard format.	M
Requirement R3.7: Ability to manage appropriate access to cases and underlying data e.g., Case report, property/evidence	3	С
Requirement R3.8: Ability to establish the linkage of evidence/ property to a case number	3	С
Requirement R3.9: Ability to add notes/supplemental info to cases outside KYOPS Restricted access e.g., victims' advocates	3	С
Requirement R3.10: Ability to house all related reports under one case/incident number	3	Н



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R3.11: Ability to house all run numbers under the same incident	3	Н
Requirement R3.12: Ability to require supervisory review before case closure Ability to turn functionality off and on	3	Н
Requirement R4.0: Ability to capture citation warnings electronically in its own format (not field report)	3	M
Requirement R4.1: Ability to configure our own entry forms (e.g., citation warnings and company surveys)	0 This is accomplished with KyOPS.	Н
Establish editing rules		
Requirement R5.0: Ability to run NCIC queries from MDC	3	С
Requirement R5.1: Ability to run NCIC queries from CAD	3	Н
Requirement R5.2: Ability to run NCIC queries from RMS (desktop)	3	М
Requirement R5.3: Ability to auto run NCIC queries based on an action	3	M
e.g., when a license tag is entered Requirement R5.4: Ability to view flags regarding individuals, locations and vehicles	3	Н
 e.g., possession of firearm, flight risk, hazards, infection disease 		
Requirement R5.5: Ability to file and view medical directives for an individual or address	3	М
Restricted access		

Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R6.0: Ability to issue and track occupancy permits	3	Н
Associated with an address		
Requirement R6.1: Ability view and flag registration for building permits	3	M
To notify fire of the need for an inspection		
Requirement R6.2: Ability to monitor the alarm permit and registration process	3	L _
Requirement R6.3: Ability to pull, on demand, info from alarm company's database into CAD	3	L
Requirement R6.4: Ability to create and maintain permit forms	3	Н
permittorns	Through the use of the MS Word interface.	
Requirement R6.5: Ability to query and view permits from CAD/RMS/MDC	0	Н
 E.g., Burn permits, Food permits, Block Party permits 		
 People 		
With addresses displayed on map		
With terms; dates valid		
Requirement R6.6: Ability to trigger notifications for expired permits	3	L
expired permits	Response based on notification through the standard expiration report or by creating a scheduled report with DA&M.	
Requirement R6.7: Ability to apply for permits online	0	M
e.g., Burn permits		
Requirement R6.8: Ability to notify of street closures	0	М
Interface with LFUCG traffic engineering		
Use in CAD		



Push to mobile devices to consider when routing responders Requirement R6.9: Ability to be notified of business	Vendor's Response 3, 2, 1, 0	Priority L
e.g., names, addresses, occupancy limits, weight limits, etc. Possible interface with LFUCG Revenue	This information would come from the Business License application, which is not part of the proposal. An interface to this system may be possible and could be provided after further discussion. This interface is also not part of the proposal.	
Requirement R7.0: Ability to upload files (e.g., PDF) associated with addresses • e.g., Blueprints for Fayette mall, schools, etc.	3	С
Requirement R7.1: Ability to display files associated with an address both on-demand and automatically at dispatch Pictures and structures While en-route For authorized users	The system supports pre- plan with attached documents that display automatically for fire/EMS. Law enforcement sees that pre-plan summary and can query/request details to include associated documents. Display of files is managed by system.	Н
Requirement R7.2: Ability to access blueprints via map view • At least for major structures/public assembly locations	The blueprints can be added as a hyperlink within the GIS data.	Н
Requirement R7.3: Ability to add pictures of structures and addresses associated with locations Layout of schools By authorized users	3	С



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R7.4: Ability to view school and security camera feed associated with an address; for MDC • e.g., School, Wal-Mart, church Synagogues • By authorized users	Currently this would be done outside the Mobile application or would be a URI/UNC path stored in a GIS attribute. Being able to view this as a hyperlink is part of the product plan but not committed to a release date.	L
Requirement R7.5: Ability to view traffic cameras associated with an address	The traffic camera feed can be added as a hyperlink within the GIS data.	L
Requirement R7.6: Ability to view submitted building plans Interface with planning and zoning and building inspection	3 Buildings and Inspections are included in the proposal.	М
Requirement R7.7: Ability to associate permits and subsequent inspections to an address • Display history of application inspections	3	С
Requirement R7.8: Ability to create auto notifications for permit/inspection activity	Users can be notified of activity based on running an activity report. Alternatively, DA&M could be used to schedule a report to be printed on a user-defined basis.	Н
Requirement R7.9: Ability to apply workflow capabilities for planning inspection, like case management • Possible interface with Accela	Our response is based on creating a checklist or activity list using the custom fields feature in the application. An interface could be possible after further discussion. This interface is not included in the proposal.	Н



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R7.10: Ability to provide a public facing portal for citizen input/complaints	0 We have interfaced with	L
To be used for multiple reasons including medical directives	PulsePoint	
Requirement R7.11: Ability to support directives and documentation resulting from multi-stage plan review and inspection	3	М
Requirement R7.12: Ability to generate certificates for display	3	L
e.g., Occupancy certificate		
Requirement R7.13: Ability to maintain and display the status of reviews and inspection activity	3	Н
Requirement R7.14: Ability to generate inspection work orders	3	М
 Based on geographic location, expiration data and other parameters as defined by agency 		
Requirement R7.15: Ability to generate a "company complaint", i.e. to request an inspection from the field • For LFUCG Agencies	3 Our response is based on functionality in the Mobile application to create an ad hoc/non-scheduled	Н
	inspection.	
Requirement R7.16: Ability to specify an address down to the suite level	3	С
Requirement R7.17: Ability to support re-inspection	3	Н
e.g., In response to complaints such as an over capacity complaint		
Requirement R8.0: Ability to provide submission or request for service to city fleet services (fleet wave), fire maintenance garage, or other groups that maintain equipment or inventory	3	н
Specify nature of issue, supplies needed or repairs requested		



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R8.1: Ability to view the status of a maintenance or supply request	0 Maintenance can be scheduled.	М
Requirement R8.2: Ability receive notification of completed work	0	М
Requirement R8.3: Ability to be advised of the schedule of service including completion, available time to deliver vehicle for service, etc.	0	L
Requirement R8.4: Ability to track the location and status of any equipment and maintain the history	3	М
Requirement R8.5: Ability to request equipment inventory items and expendable supplies	3	Н
Requirement R8.6: Ability to report on incidence of replace/repair of equipment supplies Batteries in the same lot replaced at high frequency Same auto repaired multiple times may need to be taken out of inventory	0	М
Requirement R8.7: Ability to track the assignment of equipment by person and/or vehicle Radios, body cameras, Tasers, fire hose, ladders, etc.	3	M
Requirement R8.8: Ability to prefill inventory assignment information with personnel information • From PeopleSoft Human Capital • From this RMS	Our response is based off of information from the RMS personnel file. It would be the same information whether from RMS or from PeopleSoft if it is interfaced with the RMS.	M
Requirement R8.9: Ability to capture and maintain results of equipment inspections	3	M
Requirement R8.10: Ability to provide notification of equipment inspections that are due or upcoming	3	M
Requirement R8.11: Ability to track loaned equipment/vehicles	3	L

Requirement Whe has it and for how long	Vendor's Response 3, 2, 1, 0	Priority
 Who has it and for how long Requirement R8.12: Ability to track and display equipment features for loaned equipment To ensure the loaned vehicle assigned has all necessary features to allow individual to perform their job. 	Our response is based on tracking equipment features as a document associated with the piece of equipment.	L
Requirement R8.13: Ability to capture asset type, and its attributes • e.g., Fire truck's water capacity	3	Н
Requirement R9.0: Ability to capture employees functional assignments • Rank, certification and certification expiration date, district location	3	С
Requirement R9.1: Ability to capture hours, dates, appropriate pay rates of employees	Hours and dates can be captured; pay rates cannot be captured. Pay rates are handled by the payroll system.	С
Requirement R9.2: Ability to populate reports with personnel/assignment info e.g., incident reports	3	Н
Requirement R9.3: Ability to track and notify individuals and their supervisors of expiring certifications • Specifics on hours completed, remaining • Visual indicators for status, e.g., color coded • Provide schedule of certification events; who is being certified when • Provide notifications of certifications schedule to individual and supervisor	Tyler provides this functionality The status code is a validation set that can be set up by the agency. Special characters and capital letters can visually indicate different statuses.	Н
Requirement R9.4: Ability to provide "read receipt" notification for supervisors on certification items	0	L



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R9.5: Ability to reconcile roll call with training roster	0	М
At time of roster submission		
Also triggered by any roll call changes		
Notify of exceptions		
Requirement R9.6: Ability to track leave requests and display benefit hours available	0 Leave requests can be	Н
Integrate with roll call schedule	tracked but benefit hours cannot be tracked. The	
Browser based	scheduling application is not browser-based.	
Apply user defined rules based	prowser-based.	
Requirement R9.7: Ability to provide workflow approval for leave requests	0	Н
Identify minimums needed		
Identify if slots are available		
Requirement R9.8: Ability to provide interactive status of leave requests at the department, district, and individual level	0	Н
Visual indicators (e.g., color coded)		
Requirement R9.9: Ability to schedule/reserve leave at least a year in advance	1 Leave requests can be	H
Agency defined approval rules based on contract terms	scheduled as far in advance as needed. The application does not include an approval workflow process	
Requirement R9.10: Ability to track swapped leave time between employees	3	Н
Requirement R9.11: Ability to identify available leave slots	0	Н
Based on minimums needed for positions		
Requirement R9.12: Ability to visually indicate vehicle staffing against required certification	0	L
Requirement R9.13: Ability to track and update in real time, location, deployment of personnel and equipment	3	Н



Requirement	Vendor's Response 3, 2, 1, 0	Priority
e.g., People with specific certifications or in certain units, rifle certified, divers, etc.		
Requirement R9.14: Ability to equitably manage and distribute overtime (incompliance with collective bargaining terms)	0	С
Needs to be flexible		
Based on agency defined rules		
Requirement R9.15: Ability to notify employees of assigned overtime with read receipt functionality	0	M
Requirement R9.16: Ability to manage bidding on overtime	0	С
Record who takes, who doesn't		
Based on least number of hours offered first		
Requirement R9.17: Ability to manage emergency overtime	0	Н
Tracked separately from scheduled OT		
 Employee can indicate availability for emergency OT – used to mitigate sick leave situations 		
Requirement R9.18: Ability to manage demerits in training	0	L
 With thresholds for remedy and incremental steps 		
Notifies supervisor		
 Agency defined thresholds/actions 		
Requirement R9.19: Ability to manage the city's performance evaluation process with workflow and reminders	0	L
Online submission		
 Supplemental attachments/supporting documentation 		
Electronic signature		
Requirement R9.20: Ability to process transfers	1	М
 Promotions 	This can be done with the exception of the workflow for	



Requirement	Vendor's Response 3, 2, 1, 0	Priority
To different engines, sectors, assignments	submission and approval. An interface to PeopleSoft has	
Both temporary and permanent	been included in the	
Workflow for submission and approval	proposal.	
Integrate with P1, PeopleSoft		
Requirement R9.21: Ability to process retirements and terminations	3	M
Remove system access		
Track equipment assignments		
Requirement R9.22: Ability to track individual's history	3	Н
Incidents, activities, certifications, discipline, etc.		
Requirement R9.23: Ability to capture and store the vital sign checks for specific certifications (e.g. hazmat rollcall)	0	M
Variable retention duration		
Requirement R9.24: Ability to create and maintain "sub roll call" for specialties assignments	3	М
e.g., daily hazmat assignments, rescue technician assignments, etc.	Our response is based on creating station activities to be completed during the personnel's shift.	
Requirement R9.25: Ability to provide workflow for sub roll call process	0	M
Requirement R9.26: Ability to set and maintain thresholds for check-up results	0	М
Requirement R9.27: Ability to set and maintain data fields for our employees without intervention from vendor	0	С
Requirement R9.28: Ability to provide staffing	3	Н
analysesMinimum staffingOT used	Can use DA&M to evaluate schedules and actual activity. Can query and have results display in MS Excel.	
Capacity for OT	The user can take advantage of analytical functions	



Requirement	Vendor's Response 3, 2, 1, 0	Priority
	available as part of MS Office.	
Requirement R10.0: Ability to track complaints, discipline and investigation and personnel history • Fire uses AIMS software today Police uses Blue Team	1 Custom interfaces to AIMS and IAPRO have been included in the proposal.	М
Requirement R10.1: Ability to provide appropriate security for investigators and subjects	3	Н
Requirement R10.2: Ability to set retention for internal affairs data without vendor intervention	Custom interfaces to AIMS and IAPRO have been included in the proposal. This requirement would be handled by those applications.	M
Requirement R11.0: Ability to provide a single calendar view of resources and asset allocation • With filtering	A single calendar view of resources is available, but it does not include the asset allocation.	Н
Requirement R11.1: Ability to maintain sectors, beats (police), and districts(fire) as currently defined • Agency defined response areas	3	Н
Requirement R11.2: Ability to associate the appropriate beats, sectors, and districts with the address	3	Н
Requirement R11.3: Ability to build and maintain work schedules • Flexibility to build the shifts and associate with an individual	3	Н
Requirement R11.4: Ability to annotate individuals work schedule	3	L



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R11.5: Ability to generate hardcopies of schedules, sorted as desired	3	Н
Requirement R11.6: Ability to manage certification deficits	0	L
Balance the configuration of available qualified personnel with appropriate equipment - in case of unavailability of certified personnel		
System to provide a recommendation		
Requirement R11.7: Ability to support standardized attendance and absence codes	3	Н
e.g., Military leave types		
Agency defined		
Requirement R11.8: Ability to build and manage an employee roster based on specialty skills at individual or unit level	3	н
For authorized users		
With contact info		
Requirement R11.9: Ability to provide an electronic timecard	0	L
Operates in submission/approval workflow		
Requirement R11.10: Ability to generate OSHA and other related compliance reporting	3	М
e.g., Annual health tests (TB test screening), exposures		
Requirement R12.0: Ability to reference Atlex (a hardcopy produced by LFUCG GIS) map book and page for location on mobile device	This can be part of GIS layer attributes or a separate layer as appropriate.	Н
Requirement R12.1: Ability to view hydrant locations and flow rates via mapping layers	3 Can view hydrant locations and flow rates.	Н



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R12.2: Ability to playback location history of vehicles including speed, direction, related incident, timeframe	3	M
Requirement R12.3: Ability to display map locations of units on mobile and desktop	3	Н
Requirement R12.4: Ability to dynamically calculate distances from one point to another within RMS application mobile and desktop	3	М
Requirement R12.5: Ability to modify and utilize existing speed limits by vehicle type	3	Н
Requirement R12.6: Ability to utilize different speed limits based on time of day	3	М
To route effectively during busy times		
Requirement R13.0: Ability to capture SP-302 report data (Police currently uses BlueTeam) SP-302 (fire) or health report (police) injury or accident report for the city	Custom interfaces to AIMS and IAPRO have been included in the proposal. This requirement would be handled by those applications.	М
Requirement R13.1: Ability to generate compliant NFIRS	3	С
 Populate with personnel and CAD data Requirement R13.2: Ability to generate patient care reports Populate using personnel to CAD data 	3	С
Comply with NEMSIS standard		
Requirement R13.3: Ability to assess productivity via case performance reports	3	М
Follow-ups		
Cases initiated, pending, closed, etc.		
 By individual, commander, beat, sector, district 		



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R13.4: Ability to identify and analyze trends	3	Н
By event types, locations, dates		
Requirement R13.5: Ability to provide ad hoc reporting tools	3	Н
Create save and share reports		
Requirement R13.6: Ability to provide reports per FBI categories	3	С
Requirement R13.7: Ability to generate a heat map using incident and geo data	3	M
Manipulate by date, time of day, etc.		
Requirement R-G1: Ability to determine which fields are required for entry	3	Н
Requirement R-G2: Ability to provide "intuitive" methods of use in RMS • Simple visual presentation in one place	3	Н
Requirement R-G3: Ability to provide context sensitive help	3	M
Requirement R-G4: Ability to accommodate agency determined format of entry fields.	3 Our response is based on the Field-Based module.	Н
Requirement R-S1: Ability to restrict access to read and update capabilities based on role or user based security	3	С
Requirement R-S2: Ability to provide audit trail functionality	3 Through the use of Field Level Auditing.	С
Requirement R-S3: Ability to have an audit trail based on read and write and based on type of record accessed	3 For areas supported with Field Level Auditing.	Н



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirement R-S4: Ability to flag a particular file to see who reads/updates it	Modules, but not specific files, can be flagged through the use of the Field Level Auditing feature.	M
Requirement R-S5: Ability to provide a formatted audit trail report	Through printing the grid results from the Field Level Auditing search grid.	М
Requirement R-S6: Ability to provide an optional reason code for accessing or viewing a record To explain why a record was viewed by an individual	The system provides filed- level auditing and can capture any inquiry/view but does not require a reason code.	L
Requirement R-S7: Ability to support CJIS and HIPAA compliant security standards	3	С
Requirement R-T1: Ability to provide the specifics of data encryption for mobile devices	All data in transit is encrypted and meets the Federal Information Processing Standard (FIPS) 140-2 specification. Data at rest is typically not encrypted because it resides within the facility. Columnlevel encryption is used within the database for key elements such as password, narcotics, informants, etc.	Н
Requirement R-T2: Ability to export data from the system in multiple formats e.g., CSV	3	M
 Authorized users Requirement R-T3: Ability to accommodate the use of ESRI or alternative within LFUCG GIS Alternative must be able to consume an ESRI ArcGIS server supported service (ie. 	3	С



Requirement	Vendor's Response 3, 2, 1, 0	Priority
WMS, WFS, KML) as generated by ArcGIS Server Requirement R-T4: Ability to orient the map to the direction of travel	3	Н
Requirement R-T5: Ability to configure screens (mobile and desktop) • At the user level (Color) or agency level (screen layout) with permissions	The CAD workspace and mobile toolbar/map/USM can be configured.	М
Requirement R-T6: Ability to have real time updates, both to and from, mobile devices	3	Н
Requirement R-T7: Ability to schedule the export and delivery of query results and reports. • e.g., via email	Through the use of the DA&M module.	Н
Requirement R-T8: Ability to enable agencies to enhance functionality	Our response is based on available configuration settings within the application suite. The functionality can be enhanced by turning features on when desired.	С
Requirement R-T9: Ability to provide and maintain a data dictionary with database schema down to the field level definitions.	Tyler does not provide the data dictionary. The database is Microsoft SQL Server and the database metadata is stored with the database. The data dictionary is easily generated with standard SQL Server tools or by using inexpensive third-party tools. Storing the database metadata with the database and generating the data dictionary/schema on demand ensures that any documentation is current. Database queries can be created through the DA&M module.	H



Requirement	Vendor's Response 3, 2, 1, 0	Priority
Requirements R-T10: Ability to interface with existing bar coded inventory	The proposed Inventory module has the ability to capture the barcoding number currently in use. Tracking inventory via the barcode is not currently available.	Н
Requirement R-T11: Ability to support a subsecond initial response time	While Tyler's Licensed New World Software provides a high degree of availability and performance, there are many system components and operational variables that are beyond Tyler's control. These other system components and variables may and can impact this requirement. Tyler's New World software solutions support fault-tolerant hardware, high availability data redundancy, and are available with 24x7 product support. Should Tyler be chosen as the preferred solution provider, we will discuss and negotiate mutually agreeable performance requirements.	Н
Requirement R-T12: Ability to support an average response time of less than .5 seconds for all transactions • Excluding ad-hoc queries	While Tyler's Licensed New World Software provides a high degree of availability and performance, there are many system components and operational variables that are beyond Tyler's control. These other system components and variables may and can impact this requirement. Tyler's New World software solutions support fault-tolerant hardware, high availability	H



Requirement	Vendor's Response 3, 2, 1, 0	Priority
	data redundancy, and are available with 24x7 product support. Should Tyler be chosen as the preferred solution provider, we will discuss and negotiate mutually agreeable performance requirements.	

