

**HUNT COUNTY BID TABULATION**  
**FORMAL BID NO. 133-16 VEHICLE TIRES AND SERVICE**  
 Effective Jan 1, 2016 through Dec 31, 2016

Product or Service Required	VENDOR									
	A-Z Tires & Battery	Annual	Brand	Southern Tire Mart - NO BID	Annual	Brand	Discount Wheel & Tire	Annual	Brand	Prev Yrs Usage
The following three tire sizes are for police car applications and shall be bid as pursuit rated tires.										
1 P225/60R16 Police Tire V Speed Rated PV41	90.00	\$ -	Cooper CS5		\$ -		\$ 92.31	\$ -	Firestone	0
2 P235/65R17 Police Tire W Speed Rated 98W	102.00	\$ -	Cooper CS5		\$ -		\$ 105.36	\$ -	Firestone	0
3 P225/60R18 Police Tire V Speed Rated 99V	112.00	\$ 2,800.00	Cooper CS5		\$ -		\$ 111.27	\$ 2,781.75	Firestone	25
4 P255/60R17 Police Tire H Speed Rated	no bid				\$ -		\$ 117.36	\$ 9,623.52	Firestone	82
	\$ 304.00	\$ 2,800.00		\$ -	\$ -		\$ 426.32	\$ 12,405.27		
The following tires are for passenger car car & pickup applications.										
5 P165/65R15 All Season BSW	48.00	\$ 240.00	Cooper RSC2.0		\$ -		\$ 58.99	\$ 294.95	Iron	5
6 P205/60R15 All Season BSW	52.00	\$ -	Cooper RSC2.0		\$ -		\$ 69.99	\$ -	Hercules	0
7 P215/70R15 All Season BSW	62.00	\$ -	Landvigator GP100		\$ -		\$ 68.99	\$ -	Iron	0
8 P225/70R15 All Season BSW	57.00	\$ -	Landvigator GP100		\$ -		\$ 79.99	\$ -	Iron	0
9 P235/75R15 All Season BSW	59.00	\$ -	Starfire SF340		\$ -		\$ 89.99	\$ -	Iron	0
10 P225/60R16 All Season BSW	55.00	\$ 330.00	Landvigator GP100		\$ -		\$ 79.99	\$ 479.94	Iron	6
11 P245/75R16 All Season BSW	126.00	\$ -	Toyd OPHI		\$ -		\$ 154.99	\$ -	Iron/Hercules	0
12 P285/70R16 Loadrange C M+S	79.00	\$ -	Landvigator		\$ -		\$ 119.99	\$ -	Iron	0
13 P215/60R17 All Season BSW	59.00	\$ -	Landvigator		\$ -		\$ 89.99	\$ -	Fuzion	0
14 P265/70R17 All Season BSW	84.00	\$ 504.00	Landvigator		\$ -		\$ 124.99	\$ 749.94	Iron	6
15 P245/60R18 All Season BSW	76.00	\$ -	Duro DP3100		\$ -		\$ 129.99	\$ -	Nitto	0
16 P235/70R17 All Season BSW	84.00	\$ -	Advanta A/T		\$ -		\$ 99.99	\$ -	Iron	0
17 P245/70R17 All Season BSW	84.00	\$ 336.00	Duro DL6210		\$ -		\$ 99.99	\$ 399.96	Iron	4
18 P265/70R16	77.00	\$ -	Landvigator		\$ -		\$ 109.99	\$ -	Iron	0
19 P205/75R15	55.00	\$ 110.00	Starfire SF340		\$ -		\$ 74.99	\$ 149.98	Iron	2
20 P275/60R20	97.00	\$ -	Landvigator		\$ -		\$ 149.99	\$ -	Hercules	0
21 P255/65R17	115.00	\$ 690.00	Toy OPHI		\$ -		\$ 129.99	\$ 779.94	Fuzion	6
22 P255/45-20	91.00	\$ -	Zenna		\$ -		\$ 149.99	\$ -	Hercules	0
23 P285/40-20	no bid				\$ -		\$ 239.99	\$ -	Nitto	0
24 P225/35-20	63.00	\$ -	Landvigator		\$ -		\$ 129.99	\$ -	Nexen	0
25 P245/35-20	66.00	\$ -	Landvigator		\$ -		\$ 119.00	\$ -	Nexen	0
26 P225/55-17	62.00	\$ -	Landvigator		\$ -		\$ 99.99	\$ -	Iron	0
27 P205/75-14	60.00	\$ -	Cooper SE		\$ -		no bid			0
	\$ 1,601.00	\$ 2,210.00		\$ -	\$ -		\$ 2,471.79	\$ 2,854.71		
The following Tires are for Light Truck and Trailer Applications.										
28 LT285/70R17 BSW All Season	102.00	\$ -	Landvigator A/T		\$ -		\$ 134.18	\$ -	Firestone	0
29 LT235/75R15 Loadrange "C" BSW All Season	75.00	\$ -	Landvigator A/T		\$ -		\$ 103.67	\$ -	Firestone	0
30 LT235/65R16 Loadrange "E" BSW M+S	91.00	\$ 364.00	Landvigator A/T		\$ -		\$ 114.80	\$ 459.20	Firestone	4
31 LT245/70R17	102.00	\$ -	Duro DL6000		\$ -		\$ 120.24	\$ -	Firestone	0
32 LT245/75R16 Loadrange "E" BSW M+S	89.00	\$ -	Landvigator		\$ -		\$ 110.11	\$ -	Firestone	0
33 LT265/70R17 6SR OWL All M+S 10 ply	102.00	\$ 816.00	Landvigator		\$ -		\$ 134.18	\$ 1,073.44	Firestone	8
34 LT265/75R16 SBR Loadrange "E" All Season	97.00	\$ 873.00	Landvigator		\$ -		\$ 128.88	\$ 1,159.92	Firestone	9
35 LT285/75R16 SBR OWL All Season 8 ply	105.00	\$ -	Landvigator		\$ -		\$ 151.18	\$ -	Firestone	0
36 LT285/75R16 SBR OWL All Season 10 ply	124.00	\$ -	Advanta A/T		\$ -		\$ 151.18	\$ -	Firestone	0
37 ST205/90D15	60.00	\$ -	Gladator		\$ -		\$ 89.99	\$ -	Sam	0
38 ST225/75D15	54.00	\$ -	Stersal		\$ -		\$ 84.99	\$ -	Hi-Run	0

#13,948

JEFFER LINDENBERG  
 COUNTY CLERK  
 HUNT COUNTY, TEXAS

DEC 22 2015

FILED FOR RECORD  
 at 12:55 o'clock P.M.

**HUNT COUNTY BID TABULATION**  
**FORMAL BID NO. 133-16 VEHICLE TIRES AND SERVICE**  
 Effective Jan 1, 2016 through Dec 31, 2016

		VENDOR									
39	20975B15	48.00	\$ 288.00	Starsail	\$ -	\$ 84.99	\$ 509.94	Hi-Run	6		
41	21965.16	78.00	\$ -	Advanta CLT	\$ -	\$ 109.99	\$ -	Iron	0		
42	2356DR16	59.00	\$ 118.00	Landvigator	\$ -	\$ 99.99	\$ 199.98	Hankook	2		
43	2756SR20	95.00	\$ -	Landvigator	\$ -	\$ 139.99	\$ -	Cooper	0		
44	10-16 5	89.00	\$ -	Samson	\$ -	\$ 129.99	\$ -	Sam	0		
45	7.00-16	60.00	\$ -	Gladiator	\$ -	\$ 99.99	\$ -	Hercules	0		
46	7.50-16 TRACTOR	75.00	\$ -	Samson F2	\$ -	\$ 138.99	\$ -	Carlisle	0		
47	10.00-16 TRACTOR	110.00	\$ -	Samson F2A	\$ -	\$ 199.00	\$ -	Carlisle	0		
			\$ 2,459.00		\$ -		\$ 3,402.48				
		\$ 1,615.00	\$ 7,469.00		\$ -	\$ 2,325.33	\$ 18,662.46				
The Following Services may be required.		A-Z Tires & Battery		Southern Tire Mart		Discount Wheel & Tire					
48	Fee to Mount Tires (new stems)	no bid				\$ 8.00	\$ 1,440.00		180		
49	Fee to Balance Tires	no bid				\$ 8.00	\$ 1,600.00		200		
50	Fee for Flat Repair	no bid				\$ 15.00	\$ 900.00		60		
51	Fee for tire rotation	no bid				\$ 15.00	\$ 180.00		12		
Total Estimated Annual Cost for tires and Service											
Firm Fixed fee for front end alignment on:											
(parts extra if required)											
52	Ford Crown Vic Sedan	no bid				\$ 75.00	\$ 450.00		6		
53	Chevrolet Impala Sedan	no bid				\$ 75.00	\$ 150.00		2		
54	Dodge Charger	no bid				\$ 75.00	\$ 300.00		4		
55	Ford F-150 2wd pick up	no bid				\$ 75.00	\$ -				
56	Ford F-250 2wd pick up	no bid				\$ 75.00	\$ -				
57	Ford F-350 2wd pick up	no bid				\$ 75.00	\$ -				
58	Ford E-350 Van	no bid				\$ 75.00	\$ 75.00		1		
59	Dodge 2500 4wd pick up	no bid				\$ 65.00	\$ -				
60	Chevrolet Tahoe	no bid				\$ 75.00	\$ -				
61	Mark-up over cost for parts & replacement wheels	no bid				25%					
The Purchasing Department recommends the award to Discount Wheel & Tire / Vendor which best conforms to the Bid Specifications											
PER § LGC 262.022-5a											

STATE OF TEXAS §  
  §  
COUNTY OF HUNT §

FILED FOR RECORD  
at 10:55 o'clock A M

DEC 22 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

**RESOLUTION # 13,949**

**A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT A  
RESOLUTION OF SUPPORT FOR THE ROUND IX GRANT FUNDING FROM  
THE TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM.**

**WHEREAS**, Hunt County recognizes the importance of the historic courthouse and it's unique relationship to the community; and

**WHEREAS**, Hunt County, recognizes the need to preserve the historic courthouse; and

**WHEREAS**, Hunt County prepared a master plan for the historic courthouse as part of the requirements for participation in the Texas Historical Commission's Texas Historic Courthouse Preservation Program; and

**WHEREAS**, Hunt County approved the master plan for use in the ongoing preservation of the courthouse; and

**WHEREAS**, Hunt County successfully applied for and utilized Texas Historical Commission grant assistance in the past; and

**WHEREAS**, the courthouse is in need of critical additional repairs.

**ADOPTED** this 22<sup>nd</sup> day of December, 2015

*[Signature]*  
Judge John L. Horn

*[Signature]*  
Eric Evans, Pct. 1

*[Signature]*  
Tod McMahan, Pct. 2

*[Signature]*  
Phillip Martin, Pct. 3

*[Signature]*  
Jim Latham, Pct. 4



Attest:  
*[Signature]*  
County Clerk

# Del Rio Construction Services

Jimmy Moore  
Ph. (903) 461-1556  
jmoore@huntcounty.net

December 3, 2015

#13,950

FILED FOR RECORD  
at 10:55 o'clock a M

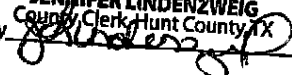
## Proposal for pavement and stairway work

DEC 22 2015

### Scope of work- southwest stairs

- Scrape, grind, and power-brush stairs to remove all loose paint
- Fill holes and cracks in steps
- Paint steps with 2 coats of enamel paint specifically for steps and walkways
- Apply paint mixed with sand to the nose of each step
- Clean out old caulk and debris from all expansion joints in the area of the steps
- Install backer rod in joints and fill joints with urethane sealant
- Clean area

Cost \$13,250.00

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: 

### Scope of work- south parking lot

- Power-wash and clean entire parking lot
- Lay out parking spaces
- Paint parking stripes and centerlines over entire lot, including area east of jail visitation entrance
- Paint fire lanes, handicap spaces, symbols, and lettering
- Re-paint blue handicap ramps,
- Paint yellow curbs and light pole bases
- Clean area

Cost \$5,480.00

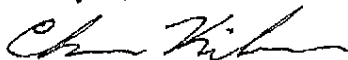
### Scope of work- north parking lot

- Power-wash and clean parking lots on north side of Pickett St. and around northeast corner of building
- Lay out parking spaces
- Paint parking stripes and centerlines on all three parking lots
- Paint dumpster area, curbs, and light pole bases
- Paint fire lanes, handicap spaces, symbols, and lettering as required
- Re-paint blue handicap ramps and miscellaneous,
- Clean area

Cost \$4,830.00

Our work is covered by General Liability and Workers Compensation Insurance.

Thank you,



Chris Kilmer



#13,952

FILED FOR RECORD  
at 10:55 o'clock 2 M

DEC 22 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

November 30, 2015

Office of Hunt County Judge  
The Honorable John Horn  
Hunt County Courthouse  
2507 Lee St. Room 107  
Greenville, Texas 75401

**Farmers Electric Cooperative Member: John D. Woodall**  
**Service Order Number: 1511002556**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2412 which is located, .36 miles south of Hwy. 276 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Peter Benninger office, 903-453-0513 or cell, 903-453-5292.

Sincerely,

*Peter Benninger*

Peter Benninger  
Engineering Asst.

pbenninger@farmerselectric.coop  
Phone 903-453-0513  
Mobile 903-453-5292

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures



#13,953

FILED FOR RECORD  
at 10:53 o'clock a M

DEC 22 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *[Signature]*

November 24, 2015

Hunt County Commissioners Court  
Hunt County Courthouse  
2507 Lee St. Room 107  
Greenville, Texas 75401

**Farmers Electric Cooperative Member: Robert Williams**  
**Service Order Number: 1409001982**

Dear Sir,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities in right of way of Hunt County Road 2323/2316 which is located approximately 2166 feet north east of CR 2322 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Peter Benninger office, 903-453-0513 or cell, 903-453-5292.

Sincerely,

*Peter Benninger*

Peter Benninger  
Engineering Asst.

pbenninger@farmerselectric.coop  
Phone 903-453-0513  
Mobile 903-453-5292

Submitted by Ra'chel Tidwell  
Field Engineering Coordinator

Enclosures

#13,957  
AGREEMENT

This agreement ("Agreement") is made this 22 day of December 2015 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler") and Hunt County, Texas ("Client").

WHEREAS, Client desires to engage Tyler to provide certain products and professional services, all on the terms and conditions set forth in this Agreement; and

WHEREAS, Client desires to obtain both Tyler Odyssey court case management and Tyler public safety software applications; and

WHEREAS, the different methods of hosting and the various products desired by Client may be implemented and supported in different manners;

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

### SECTION A – Definitions

1) Current Production Software Version means the current production version of Tyler's software listed in Schedule 1 and Schedule 3.

2) Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

3) Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

4) Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 and/or Schedule 3, if any, labeled as "Embedded Third Party Software".

5) SaaS Fee means the annual "SaaS Fee" as set forth on Schedule 1, which is due and payable as set forth in Section F(30).

6) Subscription Fee means the "Annual Subscription Fee" as set forth on Schedule 3, which is due and payable as set forth in Section F(30).

7) Licensed Property means the Licensed Software and the Documentation.

8) Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

9) Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per Schedule 1 and/or Schedule 3.

10) Third Person Hardware means the workstations and other hardware to be leased, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such other hardware that Client has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

11) Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Client has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

FILED FOR RECORD  
at 10:55 o'clock 2 M

DEC 22 2015

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: [Signature]

12) Users means individuals who are employed and authorized by Client to use the Licensed Property, and who have been supplied with user identifications and passwords by Client (or by Tyler at Client's request). Users, if identified in Schedule 1 and/or Schedule 3, is intended herein to express a limit on the number of Client employees who may access and use the applicable Licensed Software.

## **SECTION B - SaaS (Tyler Hosted) License Agreement**

### **1. License.**

- a) License Grant. In consideration for the SaaS Fees, Tyler hereby grants to Client during the Hosting Term a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Software detailed in Schedule 1 and related Documentation for Client's internal administration, operation, and/or conduct of Client's business operations by the number of Users as set forth on Schedule 1 and otherwise subject to the terms and conditions of this Agreement.
- b) THIS LICENSE IS REVOCABLE BY TYLER IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT AS IT RELATES TO APPLICATION HOSTING OR IF CLIENT FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Licensed Property.
- c) The Licensed Software is not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The Licensed Property may not be modified by anyone other than Tyler. If Client modifies the Licensed Property without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void.
- e) Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage.

2. Embedded Third Party Software. The license grant set forth in Section B(1) above includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the SaaS Fee. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. For purposes of this Section, Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software", if any. For any warranty disputes arising hereunder, Tyler shall assist Client by facilitating resolution with the applicable provider.

3. User Licenses. Unless otherwise specified on Schedule 1: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

### **4. Title.**

- a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.
- b) All training materials shall be the sole property of Tyler.
- c) All Client data shall remain the property of Client. Tyler shall not use Client data other than in connection with providing the services pursuant to this Agreement.



5. Hosting. Tyler shall host at Tyler's data center and make available to Client the Licensed Software listed in the attached Schedule 1 during the Hosting Term.
6. Hosting Term. The term of this Agreement as it relates to application hosting of the Licensed Software detailed in Schedule 1 shall remain in effect for a period of five (5) years from the date on which training commences related to the said Licensed Software. The Hosting Term will renew automatically thereafter for additional five (5) year terms unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Hosting Term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Tyler has given Client written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.
7. Service Levels. During the Hosting Term, Tyler shall provide Client access to the Licensed Software listed in Schedule 1 in accordance with Tyler's then-current Service Level Agreement (Tyler's current Service Level Agreement is attached hereto as Schedule 2).
8. Maintenance and Support. During the Hosting Term, Tyler shall provide the Maintenance and Support Services with regard to the Licensed Software detailed in Schedule 1 in accordance with Schedule 2.
9. Responsibilities of Client. In addition to the other responsibilities set forth herein, Client shall: (a) provide all training of its personnel beyond those training services detailed in Schedule 5; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the internal computer system, such as desktop stations and operating systems on which the Licensed Software will be loaded, accessed and operated; (e) provide the requisite internal computer networks; (f) maintain an internal help desk function; (g) install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of Client's computer system, a secure Microsoft VPN connection for use by Tyler.
10. Payment. As further provided in Section F(30), Client agrees to pay and Tyler agrees to accept, the SaaS Fees provided in Schedule 1. Client acknowledges that continued access to the Licensed Software hosted by Tyler pursuant to this Agreement is contingent on Client's payment of the SaaS Fees as indicated herein. If Client fails to remit the SaaS Fees as required, and the amount in arrears is sixty (60) days or older, Tyler shall have the undisputed right to terminate this SaaS Agreement and deny access to the hosted applications following thirty (30) days written Notice of Tyler's intent to terminate.

## **SECTION C – Client Hosted Subscription License Agreement**

### **1. License Grant.**

- a) Upon the Effective Date, Tyler hereby grants to Client for the Subscription Term a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Software detailed in Scheduled 3 and related Documentation for Client's internal administration, operation, and/or conduct of Client's business operations by the number of users noted in Schedule 3 who are employed by Client on an unlimited number of computers and/or computer stations utilized by Client.
- b) THIS LICENSE IS REVOCABLE BY TYLER IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT AS IT RELATES TO SUBSCRIPTION TERM OR IF CLIENT FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT
- c) Tyler shall retain ownership of, including all intellectual property rights in and to, the Licensed Property.
- d) The Licensed Software is not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- e) Client acknowledges and agrees that the Licensed Property is proprietary to Tyler and has been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the License Property confidential and to prevent any misuse, unauthorized use or unauthorized disclosure.
- f) The Licensed Software may not be modified by anyone other than Tyler. If Client modifies the Licensed Software without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the

Licensed Software will be void.

g) Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage

h) Client may make copies of the Licensed Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Licensed Software. Client may make copies of the Documentation for internal use only.

2. Embedded Third Party Software. The license grant set forth in Section C(1) includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the Subscription Fees. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. Client shall be responsible for procuring and paying for all Third Person Software.

3. Subscription Fees. As further provided in Section F(30), Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Subscription Fees set forth in Schedule 3 annually in advance for the duration of the Subscription Term.

4. Subscription Term. Client is hereby acquiring a license to use the Licensed Software identified in Schedule 3 for a specified term of five (5) years from use of the said Licensed Software in live production (the "Subscription Term"). The Subscription Term will renew automatically thereafter for additional five (5) year terms unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Subscription Term. The subscription pricing during any such renewal term shall be the same as that during the prior term unless Tyler has given Client written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.

#### 5. Title.

a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

b) All training materials shall be the sole property of Tyler.

c) All Client data shall remain the property of Client. Tyler shall not use Client data other than in connection with providing the services pursuant to this Agreement.

6. Maintenance and Support Services Agreement. During the Subscription Term, Tyler shall provide Client with maintenance and support services for the Licensed Software detailed in Schedule 3. Tyler will provide Maintenance and Support Services pursuant to Schedule 4.

7. Responsibilities of Client. In addition to the other responsibilities set forth herein, Client shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of Client's computer system, a secure Microsoft VPN connection for use by Tyler.

## **SECTION D – Professional Services**

1. Services. Attached hereto as Schedule 5 is Tyler's good faith estimate of the hours and fees associated with the

Professional Services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a time and materials basis as Professional Services are provided. Additional services requested by Client which are beyond those hours detailed in Schedule 5 will be billed at Tyler's then current services rates.

2. Office Space. Client shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement.

3. Third Person Hardware and Third Person Software. Client shall be responsible to purchase any required Third Person Software and shall install and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

4. Cooperation. Client acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section F(3) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission). As part of project planning activities, the parties shall jointly develop a mutually agreeable project plan which shall include, at a minimum, a detailed escalation procedure, user acceptance test plan, and project timeline.

5. Installation.

a) SaaS. Tyler shall use commercially reasonable efforts to promptly install the Licensed Software detailed in Schedule 1 on Tyler's Servers in accordance with a mutually agreed upon timetable. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed, and upon completion, shall deliver written instructions for accessing the Licensed Software to Client.

b) Client Hosted Applications. Tyler shall install the Licensed Software detailed in Schedule 3 at Client's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the Client's Project Manager in writing after successful completion thereof.

6. Verification.

a) Verification Procedure. Upon installation of the Licensed Software detailed in Schedule 3, Tyler shall perform its standard test procedures and shall certify to Client that the Licensed Software has been delivered and installed and is in substantial conformance with Tyler's then current published specifications and is ready for Client's use. In the event Tyler cannot so certify, Tyler's sole obligation shall be to correct the cause thereof at Tyler's expense, which shall be Client's sole right and remedy against Tyler. Nothing herein shall prevent Client from conducting user acceptance testing of the application prior to use of the Licensed Software in live production and the Verification Procedure described herein is intended solely for confirmation of delivery and installation of conforming License Software without configuration and customization.

b) Certification Final. Tyler's certification that the Licensed Software and has been delivered and installed and in its un-configured and un-customized form, substantially complies with the then current published specifications shall be final and conclusive of such delivery and installation, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, Client's sole right and remedy against Tyler shall be to require Tyler to correct the cause thereof at Tyler's expense.

c) Use. Notwithstanding anything to the contrary herein, Client's use of the Licensed Software in live production for its intended purpose ("Operational Use") shall constitute Tyler's verification and Client's acceptance of the software products, without exception and for all purposes, subject, however, to Tyler's continuing obligations to remedy Defects and provide the services described in the Maintenance and Support Services Agreement.

7. Final Acceptance. When the Licensed Software has completed any required final acceptance testing and is ready to commence Operational Use, Client shall be deemed to have "Final Acceptance" of the Licensed Software and the Licensed Software shall be subject to the terms and conditions of the Software Maintenance Agreement for purposes of Defect correction thereafter.

8. Training. To the extent that training services are included in Schedule 5, Tyler shall train Client in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Client personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Schedule 5. Training shall be provided at Client's principal place of business or other site selected by Client. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Client's employees or agents in a manner to provide basic end user training. Client shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

9. Statement of Work.

a) With regard to the Licensed Software identified in Schedule 1, Tyler shall provide Professional Services in conformance with the Statement of Work attached hereto as Schedule 7.

b) With regard to the Licensed Software identified in Schedule 3, Tyler shall provide Professional Services in conformance with the Statement of Work attached hereto as Schedule 8.

10. Services Warranty.

a) Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

b) All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

c) Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Client.

d) There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

e) In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations

**SECTION E – Hardware and System Software**

1. Installation and Acceptance. The Professional Services include installation of the Hardware and System Software detailed in Schedule 6. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Hardware and System Software. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud, subject to Tyler's obligations in Section 3(d) below.

2. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Hardware and System Software; sufficient and adequate electrical circuits for the Hardware and System Software; and installation of all required cables.

3. Warranties.

a) Tyler is authorized by each Developer or manufacturer to grant licenses or sublicenses to the Hardware and

System Software.

b) Tyler warrants that the Hardware and System Software will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Agreement, Client's title or license to the Hardware and System Software will be free and clear of all liens and encumbrances arising through Tyler.

c) Client acknowledges and agrees that Tyler is not the manufacturer of the Hardware and System Software. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Hardware and System Software. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Hardware and System Software.

d) In the event warranty issues arise with regard to Hardware and/or System Software, Tyler shall assist Client by facilitating resolution with the Developer or manufacturer.

#### 4. Maintenance.

a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

5. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Hardware and System Software. Tyler's liability for damages and expenses arising out of or in any way related to Hardware and System Software, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Hardware and System Software paid by Client. Such prices are set in reliance upon this limitation of liability.

### **SECTION F – General Terms and Conditions**

1. Taxes. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

#### 2. Invoice Dispute.

a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within thirty (30) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice. In the event that Client has completed its action items outlined in the plan and Tyler has failed to do so, Client shall be entitled to invoke the provisions of Section F(15) and nothing herein shall be deemed to operate as a waiver of any right to dispute previously paid fees as a part of a claimed breach.

b) Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable

diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task.

This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

#### 4. Indemnification.

Generally. Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.

##### Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that the Licensed Software, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of the Licensed Software and the claim would have been avoided had Client used the current version of the Licensed Software;
- ii. Client's combining the Licensed Software with devices or products not provided by Tyler;
- iii. Use of Licensed Software in applications, business environments or processes for which the Licensed Software was not designed or contemplated, and where use of the Licensed Software outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Licensed Software and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Licensed Software by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Licensed Software after Client becomes aware that such infringing Licensed Software is or is likely to become the subject of a claim hereunder.

d) Remedy.

i. In the event Licensed Software is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

- A) promptly replace the Licensed Software with a compatible, functionally equivalent, non-infringing system; or
- (B) promptly modify the Licensed Software to make it non-infringing; or
- (C) promptly procure the right of Client to use the Licensed Software as intended.

ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

5. Limitation of Liability.

TYLER'S LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL OF FEES PAYABLE TO TYLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE; OR (3) INTELLECTUAL PROPERTY INFRINGEMENT.

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

6. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

7. Dispute Resolution. Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Client and Tyler's Vice President of Courts and Justice Systems Division assigned to Client's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Client's chief executive officer or other individual reasonably designated by Client and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 7 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to mediation prior to commencing litigation.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

8. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. 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.

9. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Any action arising under or related to this Agreement shall be brought in the courts of Hunt County, Texas or the United States District Court having jurisdiction in therein.

10. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

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

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor

shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

13. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

14. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

15. Termination for Cause. Without limiting either Party's rights of termination contained in Schedule 2 and/or Schedule 4, either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 15.

a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Client to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section F(24); or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

b) No Party may terminate this Agreement under Section 15(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section F(7) following such period.

In the event either Party terminates this Agreement pursuant to this Section 15, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

16. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

17. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

18. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

20. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

1) Actually received,



- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) 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 respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.  
5101 Tennyson Parkway  
Plano, TX 75024  
Attention: Contracts Manager

Hunt County  
  
Attention:

21. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

22. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by such Party for work performed under this Agreement

23. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000 to include bodily injury, property damage, personal injury and contractual liability;
- b) Automobile liability of at least \$1,000,000 each accident;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

24. Confidentiality. Neither party shall disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Confidential and Proprietary Information of the other party, and shall not use, make, sell, or otherwise exploit any such Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that the party to whom Confidential and Proprietary Information belongs is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. Both parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 24 and each party shall be responsible for breaches by such persons.

If a party is requested or required ("Requested Party") (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Confidential and Proprietary Information of the other party ("Responding Party"), the Requested Party shall provide the Responding Party with prompt written notice of such request or requirement so that the Responding Party may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Responding Party, the Requested Party nonetheless is legally compelled to disclose Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the Requested Party may, without liability herein, disclose to such court or tribunal only that portion of Confidential and Proprietary Information which the court requires to be disclosed, provided that the Requested Party uses reasonable efforts to preserve the confidentiality of Confidential and Proprietary Information, including, without limitation, by cooperating with the Responding Party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded Confidential and Proprietary Information by such court or tribunal.

25. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections B(1), B(3), C(1) and F(24) shall cause irreparable

injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

26. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's 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.

27. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

28. Shipping. Delivery will be F.O.B. shipping point.

29. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

30. Payment Terms.

a) SaaS Fees. Tyler shall invoice Client the annual SaaS Fees upon commencement of training activities with regard to the SaaS Software for the one (1) year period commencing thereon. On each subsequent anniversary date thereafter through the end of the Hosting Term, Client shall make payment to Tyler annually in advance of the SaaS Fee.

b) Subscription Fees. Tyler shall invoice Client the annual Subscription Fees upon use of the applicable Licensed Software in live production for the one (1) period commencing thereon. On each subsequent anniversary date thereafter through the end of the Subscription Term, Client shall make payment to Tyler annually in advance of the Subscription Fee.

c) Professional Services. Except as otherwise provided herein, Tyler shall invoice client for all professional services, plus expenses, on a monthly basis as the same are provided/incurred. Client shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein which shall be invoiced and paid in accordance with Subsection (f).

d) Hardware and System Software. Fees for the Hardware and/or System Software are included in the Subscription Fees payable by Client hereunder. In the event that this Agreement is terminated, canceled or suspended Client shall make full and immediate payment to Tyler for the Hardware and/or System Software.

e) Project Management. Tyler shall invoice Client for the Project Management fees (totaling \$12,790) with regard to the Public Safety application on a monthly basis in three (3) monthly installments beginning upon installation of the applicable Licensed Software on Client's system.

f) Invoicing. Tyler shall invoice Client for Professional Services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency.

31. Contract Documents. This Agreement includes the following exhibits:

Schedule 1 – SaaS Software

Schedule 2 – SaaS Service Level Agreement

Schedule 3 – Client Hosted Software

Schedule 4 – Client Hosted Maintenance and Support Services Agreement

Schedule 5 - Professional Services

Schedule 6 – Hardware and System Software  
Schedule 7 – Odyssey Statement of Work  
Schedule 8 – Public Safety Statement of Work

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

Tyler Technologies, Inc.

Hunt County

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

By: JOHN L. HORN

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

Name: [Signature]

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

Title: HUNT COUNTY JUDGE

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

Date: 12-22-2015

Schedule 1  
SaaS Software

<b>Software Licenses and SaaS Fees</b>			
	<b>No. Users</b>	<b>Cost/User per Month</b>	<b>SaaS Fee (Annual)</b>
<b>Odyssey Online - Licensed Software</b>			
Odyssey Civil Papers and Warrants	33	\$ 75.00	\$ 29,700.00
Odyssey Jail Manager <i>(Includes Booking, Classification, Housing, Release, Bonds, Warrants)</i>	45	\$ 75.00	\$ 40,500.00
Odyssey Mugshots			(Included)
Odyssey Attorney Manager <i>(Includes All Case Types for District and County Attorney)</i>	26	\$ 150.00	\$ 46,800.00
Odyssey Case Manager <i>(Includes Probate, Family, Civil and Criminal)</i>	78	\$ 150.00	\$ 140,400.00
Odyssey Check Manager	2	\$ 150.00	\$ 3,600.00
Odyssey Case Manager - JP Courts <i>(Includes Civil, Criminal and Traffic Cases)</i>	16	\$ 150.00	\$ 28,800.00
Odyssey Public Web Portal			(Included)
Texas Reporting			(Included)
JP Omnibase Reporting			(Included)
CJIS Reporting			(Included)
JP Electronic Disposition Recording			(Included)
SB 1778 Delinquent Collections Export			(Included)
Odyssey Jury	4	\$ 150.00	\$ 7,200.00
<b>Additional Odyssey Features - Licensed Software</b>			
Auto Attach			\$ 7,790.00
Record on Appeal Creator			\$ 4,100.00
Public Access - Agency & Attorney Secure			\$ 4,510.00
e-Signatures + Merge to TIFF			\$ 13,940.00
OCR - Level 3			(Included)
Enterprise Custom Reporting			(Included)
DPS eCitation Integration			(Included)
Odyssey Jail Data Export			\$ 7,790.00
Jail Manager Integration Toolkit			(Included)
NorthPointe Clasification System			\$ 7,790.00
Jail Biometric Identification for Booking and Release			\$ 5,053.00
Odyssey Financial Manager (Full GL)			\$ 12,710.00
		<b>Total Annual SaaS Fee</b>	<b>\$ 360,683.00</b>

Schedule 2  
SaaS Service Level Agreement

**1. CERTAIN DEFINITIONS**

1.1. Terms Not Defined. Terms not otherwise defined in this Schedule 2 shall have the meanings assigned to such terms in the Agreement.

1.2. Application Availability Period has the meaning set forth in Attachment 1.

1.3. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby Client can reasonably avoid any deleterious effects of such Documented Defect.

1.4. Documented Defect means a Defect that Client documents for Tyler pursuant to Section 2.1.

1.5. Downtime means minutes during the Application Availability Period where the Licensed Software is not available as set forth in Section 3.1.

1.6. Operational Maintenance Window has the meaning set forth in Attachment 1.

1.7. Service Level 1 Defect Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Purchasers remote locations; (c) systemic loss of multiple essential system functions.

1.8. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.

1.9. Service Level 3 Defect means a Priority 1 Defect with an existing Circumvention Procedure, or a Priority 2 Defect that affects only one User or for which there is an existing Circumvention Procedure.

1.10. Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.11. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.12. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

**2. CLIENT RESPONSIBILITIES**

2.1. Documenting Defects. Client must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Client shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Client shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, User training, Client-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue that Client requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 5.1.

2.2. Training. Client shall provide training to its employees on the Licensed Software and any Version Releases related thereto.

**3. TYLER RESPONSIBILITIES – APPLICATION AVAILABILITY AND OPERATIONS SUPPORT**

3.1. Application Availability.

(a) Tyler shall use its commercially reasonable efforts to provide access to the Licensed Software during the Application Availability Period as set forth in the goals listed in Attachment 1.

(b) Tyler shall maintain a log of any system issues that result in Downtime of more than 1 hour, excluding: (i) scheduled maintenance by Tyler's Internet Service Provider or co-located data center; (ii) periods needed to deter or correct problems due to malicious attacks or denial of service attempts; (iii) Client hardware or network failure; (iv) negligent actions by Client's agents, employees, or vendors; and (v) events of Force Majeure.

3.2. Operations Support: Procedures for Reporting Downtime.

(a) Tyler shall provide Client with procedures for contacting support staff on a twenty-four hour, seven days a week basis for the limited purpose of reporting Downtime. Client agrees to designate no more than six (6) of Client's employees who are authorized to utilize this procedure after normal Business Hours.

(b) For each reported Downtime incident, Tyler shall assign appropriate personnel to diagnose and correct the Downtime. Tyler's initial response shall include an acknowledgement of notice of the Downtime, confirmation that Tyler has received sufficient information concerning the Downtime, and an action plan for resolving the Downtime.

3.3. Credit for Downtime.

(a) At the end of each calendar quarter, Tyler shall prepare a report for the prior three months detailing the average percentage of Downtime during that three month period.

(b) Client shall earn a credit towards the next annual payment as follows:

(i) If the average percentage of Downtime during the prior quarter is between 2% and 4%, Tyler shall provide written notice to Client detailing the reasons therefor and any actions taken to remediate or prevent future occurrences.

(ii) if the average percentage of Downtime during the prior quarter is less than 4%, no Downtime credit shall be earned;

(iii) if the average percentage of Downtime during the quarter is between 4% and 6% of the Application Availability Period during the prior quarter, Tyler shall issue a Downtime credit towards 3% of the prorated SaaS Fee for that quarter, to be applied on the next annual payment due; and

(iv) if the average percentage of Downtime is greater than 6% of the Application Availability Period during the prior quarter, Tyler shall issue a Downtime credit towards 5% of the prorated SaaS Fee for that quarter, to be applied on the next annual payment due.

(v) If the average percentage of Downtime exceeds 30% during the prior quarter, Client shall be entitled to invoke the provisions of the Agreement related to Termination for Cause.

(c) The issuance by Tyler of any Downtime credit shall not relieve Tyler of its obligations to correct the problem that

resulted in Downtime in accordance with its obligations herein. However, Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also be affected by Downtime.

(d) Notwithstanding the foregoing, the total of all credits that would be due under this SLA shall not exceed 5% of the prorated annual SaaS Fee for any one quarter.

#### 4. TYLER RESPONSIBILITIES – HELP DESK

Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler holidays) for general application assistance.

#### 5. TYLER RESPONSIBILITIES – DOCUMENTED DEFECTS

##### 5.1. General Services for Reporting Documented Defects.

(a) Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler holidays) for reporting Documented Defects. Tyler shall assist Client in the diagnosis of any Documented Defect, including the assigned Priority and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

5.2. Service Level 1 Defects Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

5.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

5.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting Purchaser in restoring its database to a known, accurate state.

5.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Documented Defect with a future Version Release.

5.6. Help Desk & Desktop Support. Software Provider shall provide the Purchaser with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects or obtaining helpdesk support on general application functionality. Software provider will provide ample help desk support; however, excessive support requirements may indicate a training need and require the purchase of additional training time.

5.7. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide Purchaser with technical support to assist Purchaser with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the Purchaser with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to Purchaser regarding resolution of said non-defect failure(s); and

(c) providing Purchaser with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

#### 6. ADDITIONAL SUPPORT SERVICES

Client may request support services in addition to the correction of Documented Defects by delivering to Tyler a written request outlining the nature of the services desired (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Client a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to Client and shall be invoiced monthly, which shall be due and payable within thirty (30) days.

#### 7. VERSION RELEASES

Tyler shall provide Version Releases of the Licensed Software on not less than an annual basis. Tyler shall notify Client of the occurrence of a new Version Release and shall provide Client with access to such Version Releases for the Licensed Software in a prompt manner that is consistent with Tyler's business practices for client's utilizing the Licensed Software under a software as a service agreement.

#### 8. THIRD PERSON SOFTWARE

8.1. Notice of New Third Person Software. Tyler shall provide Client with advanced notice of any mandated new Third Person Software revision that shall be required to use the Licensed Software. Tyler shall, to the extent practicable, minimize the need for Client to rely upon updates of Third Person Software.

8.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

8.3. Costs. Client is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

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(Attachment 1)  
**Application Availability Period Service Levels**

Type	Description	Goal
Application Availability Period	All operational time as set forth under "Goal", and which is outside the Operational Maintenance Window, and where Tyler has not announced its intent to perform maintenance at least forty-eight (48) hours in advance.	10:00 a.m. Central Time Sunday to 06:00 a.m. Central Time Sunday  Total of 164 hours per week.
Operational Maintenance Window	<p>The Operational Maintenance Window happens weekly. During this time, Tyler can take its Odyssey servers off-line (no Internet access) and perform work on supporting hardware. Tyler will provide 48 hours notice to the Client if the Odyssey application will be unavailable during the maintenance period.</p> <p>The Application maintenance period includes upgrades or replacements of Tyler servers, data storage, data backup, and supporting hardware. This period also covers software maintenance items that include scheduled hot fixes, quarterly service releases, operating system security patches and upgrades, and so forth.</p> <p>If an Odyssey application hot fix must be performed outside the Application maintenance period and impacts application availability, Tyler will provide 24-hour notice to the Client.</p>	06:00 a.m. to 10:00 a.m. Central Time Sunday.
Backups	<p>Nightly backups of the following files will be completed: production databases, images, forms, and other documents.</p> <p>Client data transactions are saved every 15 minutes during the Application Availability Period. Every night, a full database backup is performed, including client images, forms, and other documents.</p> <p>Back-up media will be cycled off-site nightly to a fireproof vault.</p> <p>Nightly backups are stored offsite.</p>	Nightly

Schedule 3  
Client Hosted Software

Software		Maintenance & Support
Licensed Software	Subscription Fees	Support Type
<b>Computer Aided Dispatch/Comm Center</b> Includes: 3 CAD dispatcher Seats 3 E-911 Seats 3 NCIC Seats (does not include CJIS Addendum)		Standard
<b>Mobile Applications</b> Mobile RMS Client (18) Mobile CAD Client (18) Mobile AVL Client (18) Mobile Network Services		
<b>Mapping</b> Public Safety Records (base RMS system)		
<b>Permits and Registrations</b> Alarm Tracking/Permitting Sex Offender Registration		
<b>Property Room/Evidence Management</b> Property Room		
<b>Interfaces</b> Arrest Export to Odyssey LEAP Interface Tdex Interface		
<b>Subscription Subtotal</b>		
	\$ 58,769	
<b>Embedded Third Party Software/Hardware</b>		



Schedule 4  
Client Hosted Maintenance and Support Services Agreement  
(Public Safety application)

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Maintenance and Support Fees. Your initial maintenance and support fees for the Tyler Software licensed to you are listed in Schedule 3. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. 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.
2. Maintenance and Support Services. As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 2.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; 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;
  - 2.2 provide telephone support during our established support hours;
  - 2.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;
  - 2.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 2.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
3. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, 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 can't resolve a support issue remotely, we may be required to provide onsite services. In such event, 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.

4. 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); (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 beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.
  
5. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached as Attachment 1.

Attachment 1

# Local Government Division Support Call Process

## Products Covered

Incode		
Incode Financials	Incode CIS/CRM	Incode Court Case Management
Incode Tyler Public Safety		
Eagle		
Eagle Recording	Eagle Tax (Assessor/Treasurer)	Tyler Content Manager
Other		
Energov	Infinite Visions	

## Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group. Email will be used for responses.
- (3) On-line submission – for less urgent and project-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (4) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to support one another, share best practices and resources, and access documentation.

During the Implementation to Support handoff meeting, at the conclusion of the client's project, Tyler representatives will provide the most current toll-free telephone number and email address for submitting support incidents, based on the software licensed.

## Support Availability

Our established software support hours are Monday through Friday from 7:00 AM – 7:00 PM Central Time.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

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

The hours and holiday schedule set forth above does not apply to users of Tyler Public Safety, who have 24/7/365 access to software support personnel for critical issues. Each incident will be billed at the hourly rate and minimum charges, according to the terms of our then-current Tyler Public Safety 24/7/365 Support document. Our current Tyler Public Safety 24/7/365 Support document is provided below.

## Issue Handling

### *Incident Tracking*

When a support incident cannot be resolved during its initiation, the client receives an incident tracking number for that issue. The incident tracking number is used to track and reference open issues when clients contact support.

### *Incident Escalation*

Tyler's software support consists of four levels of personnel:

- (1) Software Support Analysts – front-line representatives
- (2) Software Support Advisors – more senior in their support role, the Advisors assist Software Support Analysts and take on escalated issues
- (3) Software Support Team Leads – responsible for the day-to-day supervision of Analysts and Advisors and may assist in incident escalations
- (4) Software Support Managers – responsible for the management of support teams for either a single product or a product group

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – by logging into the client incident portal and referencing the appropriate incident tracking number, clients can modify the priority of an issue.

### *Incident Priority*

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

Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
1	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Hot Fix – Emergency patch to software as soon as possible

Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
2	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedures within five (5) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Regularly-scheduled patch
3	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.	Next Release – Scheduled for the next major release
4	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents within two version release cycles and a cosmetic or other support incident that does not qualify as any other Priority Level incident with a future version release.	Future release – not scheduled; reviewed at next planning stage

## Hardware and Other Systems

If in the process of diagnosing a software support issue it is discovered that a peripheral system or its software is the cause of the issue, Tyler will notify the client so that the client may contact the support agency for that peripheral system. Tyler cannot support or maintain third-party software or hardware.

In order for Tyler to provide the highest level of software support, the client bears the following responsibility related to hardware and software:

- (1) All infrastructure executing Tyler software shall be managed by the client.

- (2) Support contracts for all third-party software (ex: operating systems, database management systems) associated with Tyler software shall be maintained. Tyler does not support these third-party products.
- (3) Daily database backups must be performed; client shall verify the backups are successful.

Schedule 5  
Professional Services

SaaS Related Professional Services

TYPE OF SERVICE	RATE	HOURS	COST
Project Management	\$170	1680	\$285,600
Deployment	\$170	40	6,800
Technical Services	\$155	4386	\$679,830
Implementation	\$145	2213.6	\$320,972
VINES Configuration	\$3,750 (flat fee)	N/A	\$3,750
Estimated Travel Expense			\$32,869

Client-Hosted Public Safety Related Professional Services

TYPE OF SERVICE	RATE	HOURS	COST
Set-up, Config & Training	\$125	208	\$26,000
Project Management	\$12,790 (flat fee)	N/A	\$12,790
Estimated Travel Expenses			8,923

Schedule 6  
Hardware and System Software



Hardware & System Software

0.00



Hunt County  
November 17, 2015

Network Systems and Software	QTY	Maintenance Source
Dell PowerEdge R630 2U Rack Mount Intel® Xeon® E5-2620 v3, 2.40GHz, 6 core, 12 thread, 15M Cache, 8.0GT/s QPI, 85W 16GB 2133MHz RDIMM Memory 2 - 300 GB 15K RPM Hot swap SAS HDD (RAID1 - 300GB Usable capacity) 3 - 300 GB 15K RPM Hot swap SAS HDD (RAID5 - 600GB Usable capacity) PERC H730 Raid controller DVD-ROM SATA Gigabit Ethernet Dual Redundant 750w Power Supplies Keyboard/Mouse 3 year ProSupport and NBD onsite warranty Windows 2012R2 Standard Edition, 2 Socket, 2 VM (No CALS)	1	Dell - 36 mos on-site warranty
Change to 5U T630 Rack Chassis	1	
Upgrade to 5yr ProSupport NBD Onsite warranty	1	Dell - 60 mos on-site warranty
Dell PowerEdge R630 2U Rack Mount Intel® Xeon® E5-2667 v3, 3.20GHz, 8 core, 16 threads, 20M Cache, 9.60GT/s QPI, 135W 16GB 2133MHz RDIMM Memory 2 - 300 GB 15K RPM Hot swap SAS HDD (RAID1 - 300GB Usable capacity) 6 - 600 GB 15K RPM Hot swap SAS HDD (RAID5 - 3.0TB Usable capacity) PERC H730 Raid controller DVD-ROM SATA Gigabit Ethernet Dual Redundant 750w Power Supplies Keyboard/Mouse 3 year ProSupport and NBD onsite warranty Windows 2012R2 Standard Edition, 2 Socket, 2 VM (No CALS)	1	Dell - 36 mos on-site warranty
Change to 5U T630 Rack Chassis	1	
Upgrade to 32 GB RAM	1	
Upgrade to 5yr ProSupport NBD Onsite warranty	1	Dell - 60 mos on-site warranty
<b>Backup Solutions (Note - Backup Drives for 1U &amp; 2U Servers will be external to server.)</b>		
PVLTO-5 1.5/3TB Tape Drive w/8 Tapes with Symantec Backup Exec	1	
<b>Backup Licensing</b>		
Backup Exec 15 Small Business Edition with local SQL/Exchange support (ZG4538)	1	
Small Business Edition Agent for additional servers including SQL & Exchange (ZG4573)	1	
<b>OEM Operating System and Terminal Server Licensing (delivered via email)</b>		
Windows 2012 Remote Desktop Service CAL - MINIMUM of 5	18	
**Citrix XenApp available upon request**		
<b>SQL SERVER 2012 ISV RUNTIME LICENSING</b>		
Microsoft SQL Server 2012 RUNTIME	1	
Microsoft SQL 2012 RUNTIME CAL	25	
<i>NOTE: By selecting RUNTIME licensing the customer is legally bound to ONLY use SQL Server RUNTIME for Tyler Technologies Applications.</i>		
<b>Property Room and Misc Hardware</b>	<b>QTY</b>	<b>Maintenance Source</b>
Zebra GK420T Label Printer	1	Tyler - 12 mos warranty
Case of Labels - 4"X 2.5" 1000 labels per roll	1	
Symbol LS2208 Bar Code Scanner w/ IntelliStand	1	Tyler - 12 mos warranty
Dell PowerConnect 2824 web-managed switch, 24 gigabit ports, 2 SFP slots, 3yr warr	1	
<b>Hardware &amp; System Software Subtotal</b>		
<b>Onsite Installation &amp; Configuration</b>		
<b>Hardware and System Software Total</b>		

Schedule 7  
Statement of Work  
(Odyssey application)



## **Statement of Work**

### **Odyssey Implementation Scope and Approach**

#### **Hunt County, Texas**

**Tyler Technologies**  
**Courts and Justice Solutions**  
6500 International Parkway, Suite 2000  
Plano, TX 75093

972.713.3770 (Tel)

972.713.3777 (Fax)

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Reviewers	
<b>Hunt County</b>	<b>Tyler Technologies</b>
<b>Name:</b> <Client PM Name>	<b>Name:</b> <Tyler PM Name>
<b>Title:</b> Hunt County Project Manager	<b>Title:</b> Tyler Project Manager
<b>Date:</b>	<b>Date:</b>
<b>Signature:</b>	<b>Signature:</b>

Approvers	
<b>Hunt County</b>	The Approver in this section acknowledges that this document has been presented to them and that they agree to the overall scope and approach for this phase of the Odyssey implementation.
<b>Name:</b> <Client Sponsor or Committee>	
<b>Title:</b> <Client Title>	This document does not supersede the contract.
<b>Date:</b>	
<b>Signature:</b>	

Revision History				
Date	Version	Description of Changes	Primary Author(s)	Status
11/20/2015	1.0	Initial draft created for distribution and review.	John Galbraith	Initial Draft
12/10/2015	1.1	Added and reformatted items based on feedback from contract review meeting on 12/10/2015 with Judge John Horn, Commissioner Tod McMahan, Auditor Jimmy Hamilton, IT Director Mike Davis and Tyler staff Wade Riley, Jim Biggs and John Galbraith.	John Galbraith	Revised 12/11/15

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**1 PHASE DESCRIPTION**

This document describes the scope and approach for the ICJ Phase of the Hunt County Odyssey Implementation. Project kickoff is planned for Q3 of 2016.

The following phases have been completed and are out of scope for this phase:

- o None

The following phases are scheduled after this one and are out of scope for this phase:

- o Jury

The remaining sections of this document will describe the major activities to be performed during this phase, who is responsible for the components of each activity, and the deliverables that will be generated.

## 2 SCOPE AND APPROACH

The following sections define the scope of each major project activity, along with the approach to be taken this phase. Any areas not specifically identified as "in scope" are assumed to be "out of scope". Specific items listed as "out of scope" are presented for clarity. Detailed timelines with dependencies and milestones can be found in the project schedule.

This implementation can be broken down into the following primary scope areas:

- Business Process Review (BPR)
- System Configuration and Business Process Development
- Integrations
- Data Conversion
- Testing
- Training
- Go-Live and Post-Implementation Tasks
- Project Management
- Client Hardware

For this phase, here are the Hunt County departments that are in / out of scope:

In Scope	Out of Scope
Sheriff's Office Jail-Booking, Classification, Housing, Release, Bonds, Warrants	Adult Probation
County Attorney- Cases, Charges, Witnesses, Victims, Evidence Hot Check Department-Hot Check Cases	Public Defenders
District Attorney-Cases, Charges, Witnesses, Victims, Evidence	Juvenile Probation
County Clerk and Courts-Probate Cases, Civil Cases, Juvenile Cases, Criminal Cases	Dispatch & Records Management System (Included in TPS Statement of Work)
District Clerk and Courts-Family Cases, Civil Cases, Criminal Cases	
Justices of the Peace-Civil Cases, Criminal Cases, Traffic Cases	

### 2.1 APPLICATION SCOPE AND BUSINESS PROCESS REVIEW

The applications to be used during this phase are defined in the table below. A Fit Assessment will be conducted against the products which are "In Scope".

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In Scope	Out of Scope
<p><u>Odyssey Products:</u></p> <ul style="list-style-type: none"> <li>• Odyssey Case Manager-County, District and JP Courts. Cases, Documents, Calendaring and Scheduling</li> <li>• Odyssey Law Enforcement-Civil Papers only, Documents and Service</li> <li>• Odyssey Jail-Booking, Classification, Housing, Release, Bonds, Warrants</li> <li>• Odyssey Attorney Manager- County and District Attorney's Office for tracking of Cases, Charges, Witnesses, Victims, Evidence.</li> <li>• Odyssey Check Manager-Cases, Restitution, Payments</li> <li>• Odyssey Financial Manager-Financial Ledger and Disbursements for County, District and JP Courts</li> <li>• Odyssey Jury-Summons for County, District and JP Courts</li> <li>• Odyssey Public Web Portal-Jailings, Cases, Bonds, Party Information.</li> </ul>	<p><u>Odyssey Products:</u></p> <ul style="list-style-type: none"> <li>• Odyssey Law Enforcement-Records Management System (RMS) but see Tyler Public Safety Statement of Work, Except Civil Papers</li> <li>• Odyssey Community Supervision</li> <li>• Odyssey Index</li> <li>• Outlook/Exchange Calendar</li> </ul>
<p><u>Add-On Products</u></p> <ul style="list-style-type: none"> <li>• Batch Scanning Auto Attach</li> <li>• Record on Appeal Creator</li> <li>• Odyssey Portal – Agency / Attorney Secure</li> <li>• e-Signatures + Merged to Tiff</li> <li>• OCR (Level 3)</li> <li>• Enterprise Custom Reporting (ECR)</li> <li>• DPS eCitation Integration</li> <li>• Jail Manager Integration Toolkit</li> <li>• Biometric Identification</li> <li>• NorthPointe Classification System</li> </ul>	<p><u>Add-On Products:</u></p> <ul style="list-style-type: none"> <li>• Batch Scanning (Traditional)</li> <li>• SessionWorks: Judge Edition – but see Judge Edition contract</li> <li>• SessionWorks: Clerk Edition</li> <li>• eNotices</li> <li>• Case Manager Integration Toolkit</li> </ul>
<p><u>Legacy system(s) to be replaced:</u></p> <ul style="list-style-type: none"> <li>• NetData ICON (JPs)</li> <li>• Old NetData Product (all non-JP data)</li> <li>• RVI (imaging system)</li> </ul>	<p><u>Legacy System(s) not being replaced:</u></p> <ul style="list-style-type: none"> <li>• Spreadsheets</li> <li>• Other data sources not listed as "in scope"</li> </ul>



The Business Process Review includes a review of Odyssey capabilities with the client's existing environment. Several key goals of the Business Process Review have significant impact on the overall project plan:

- Develop a common understanding of application capabilities.
- Validate conformance of existing application capabilities to functional requirements.
- Identify application gaps that would cause a loss of functionality available to the county in their existing environment.
- Identify incompatibilities with application capabilities and existing business processes, and
- Begin to identify data conversion risks and risk-mitigation strategies.

Business Process Review Deliverables	Description	Responsibility
Business Process Review Workshop	On-Site meetings to compare Odyssey capabilities to the existing legacy systems. Business process changes and gaps are identified.	Tyler and Hunt County
Business Process Review Results	Documentation delivered to Hunt County indicating the results of the BPR (i.e. the list of business processes and potential process changes.	Tyler

Action items identified and information learned during the business process review is fed into other work streams and incorporated into specific task execution plans.

## 2.2 SYSTEM CONFIGURATION AND BUSINESS PROCESS DEVELOPMENT

The next step is to have Tyler conduct a Configuration Workshop with the Hunt County Project Team using the current Odyssey release. Goals of the Configuration Workshop are as follows:

- To give an overview of how Odyssey is configured.
- To develop an understanding of what each configurable item is and how it is used.
- To complete a matrix which identifies configuration decisions made, who is responsible for the remaining configuration items, and when they are due.

The goal of this workshop will be to configure 80% of the codes for this phase. After Odyssey has been configured, the configuration will be tested to simulate/test business processes. A number of iterations of configuration changes and processes development will typically take place, resulting in fully defined (and documented) processes. Also, concurrent with the business process development activity, the Project Team would be developing test cases and training materials (see the Testing and Training sections below).

When the target release is available for any required enhancements, some additional configuration may be required for these new enhancements.

As the business processes are being developed the Project Team will be identifying what forms will be used. Forms development will be done in conjunction with the development of the business process (see the Forms and Reports Development section). When the business processes using Odyssey are reviewed by the departments, it will include the review of the forms.

System Configuration and Business Process Development Deliverables	Description	Responsibility
TXMASTER	The pre-configured codes that are delivered with the initial system.	Tyler
Subject Matter Expert (SME) Training	SME training provides a condensed version of Odyssey training at the beginning of a project phase. The purpose is to familiarize SMEs with Odyssey so that they can assist with configuration, business process development and documentation, and data review (after a conversion push)	Tyler
Existing Legacy Codes	Documentation delivered to Tyler (prior to the configuration workshop) that describes the existing configured codes used in the current ("legacy") system.	Hunt County
Configuration Workshop	On-Site meetings to configure the Odyssey product(s) which are in scope.	Tyler and Hunt County
New Business Processes	Documentation of the business processes to use with Odyssey after go-live (based on the BPR results as a starting point).	Hunt County
Forms Workshop	On-Site training on Odyssey forms development and administration.	Tyler
Forms	The MS Word forms entered into Odyssey that will be used at go-live.	Hunt County
Configured System	The final product—a 100% configured system ready for go live.	Tyler and Hunt County

### 2.3 DATA CONVERSION

Converting data from the legacy system to Odyssey Case Manager will be a challenging effort that will take a significant amount of planning. Tyler's Intermediate File Layout (IFL) product will be used to actually push the data to Odyssey, while a variety of methods (both manual and automatic) will be used to populate the IFL from the legacy system(s).

The table below describes the scope of the systems and their data that will be converted:

In Scope	Out of Scope
<p>Data Conversion Systems</p> <ul style="list-style-type: none"> <li>• NetData ICON (JPs)</li> <li>• Old NetData Product (all non-JP data)</li> <li>• RVI (imaging system)</li> </ul>	<p><u>Data Conversion Systems</u></p> <p>Hunt County cases on microfilm / microfiche will not be converted</p> <p>Other 3<sup>rd</sup> Party systems not included "In Scope".</p>
<p>Data Conversion Pushes</p> <ul style="list-style-type: none"> <li>• Four full conversion pushes are in scope for this phase, including the go-live push</li> <li>• Post conversion scripts required to adjust data in Odyssey</li> </ul>	<p>Data Conversion Pushes</p> <ul style="list-style-type: none"> <li>• Any full pushes beyond four</li> </ul>

The data conversion will be done by Tyler personnel with support from Hunt County. Hunt County personnel will be responsible for data extraction and cleansing of the Legacy system, while Tyler personnel will load the IFL and (ultimately) Odyssey.

The conversion process will be iterative—data will be moved from the legacy system to an Odyssey Test environment via the IFL (defined as a conversion "push"). This process will be repeated until the data is thoroughly reviewed and issues are resolved to Tyler's and Hunt County's satisfaction. The final push will be into the Odyssey Production environment for go-live.

The conversion iterations from the legacy system(s) to Odyssey will probably comprise of the following high level automated activities:

- Extract records from the legacy system(s)
- Map legacy data to Odyssey data
- Import mapped legacy data into Tyler Odyssey IFL database
- Export Tyler Odyssey IFL data into Odyssey site (a test site until the final push to Production).

The current budget for this phase assumes that 4 complete conversion pushes will be required (including the final push). Once the data is clean and ready (which will likely take several iterations), the data will be passed one final time for the Go-Live (into the Production database). For the final pass, the legacy system(s) will typically be operational until close of business on a Friday. The conversion activities would start at that time with the objective that Odyssey production is ready on Monday morning at open of business.

Data Conversion Deliverables	Description	Responsibility
Intermediate File Layout	The SQL Server-based application required to perform the data conversion.	Tyler
Legacy Data Extracts	Data extracted from the legacy system for upload to the IFL. It is assumed that Hunt County will perform all data cleansing required on the legacy side.	Hunt County

Code Mapper Training	Delivery of training on the code mapping tool which links legacy codes to Odyssey codes. Includes loading of the codes from both systems into the code mapping tool.	Tyler
Code Mapping	The matrix of legacy codes and how they correspond to codes in Odyssey. A configured Odyssey system is a prerequisite.	Hunt County
Converted Data	The end product of data conversion—clean converted data residing in Hunt County's Production environment.	Tyler

**2.4 INTEGRATIONS**

Some integrations to/from other systems may be required. The table below describes the integrations for this phase.

In Scope	Out of Scope
<p><u>Odyssey enhancements and interfaces approved by Hunt County and required for go-live:</u></p> <ul style="list-style-type: none"> <li>• TPS Arrest Record Import into Odyssey – existing (Services included for testing)</li> <li>• Integration to/from Keefe Commissary, utilizing the Jail Data Export from Odyssey</li> <li>• Omnibase Reporting (JP) - existing</li> <li>• CJIS Reporting - existing</li> <li>• Electronic Disposition Reporting (JP) - existing</li> <li>• SB 1778 Delinquent Collections Export (JP) - existing</li> <li>• eFile Texas integration into Case Manager - existing</li> </ul>	<p><u>Odyssey enhancements and interfaces not approved by Hunt County.</u></p>

Deliverables for the enhancements are (see the Scope table above for descriptions of each enhancement):

Integrations Deliverables	Description	Responsibility
Consulting Hours	To assist Hunt County in the testing of the TPS import.	Tyler

## 2.5 TESTING

The Project Team will take a scenario-based approach to testing. This approach will be documented in and orchestrated by a Test Plan. The Odyssey application will need to be tested in several ways, and the following deliverables apply:

Testing Deliverables	Description	Responsibility
Test Plan	A document that describes what will be tested and how the testing will be performed.	Tyler and Hunt County
Business Processes Testing	Testing of current functionality to ensure that it matches business processes. Test scripts are built from the business process documentation.	Tyler and Hunt County
Interfaces Testing	Testing of interfaces to and from the core Odyssey application.	Tyler and Hunt County
Peripherals Testing	Testing of peripherals to ensure they work.	Tyler and Hunt County

## 2.6 TRAINING

Training for Odyssey users will be broken into modules and delivered by functional role. Tyler will deliver the training to the end users. There will be a training matrix which details the training approach, modules, number of users, user roles, etc. Portal users will not require training. The primary goals of training are:

- Provide instructor-led training utilizing training materials (manuals) that are repeatable producing predictable results.
- Provide instructor lecture and demonstrations, with hands-on exercises.
- Provide a stable, predictable and consistent training environment dedicated to the needs of the Odyssey trainers.
- Each modification of the software may change how users operate the system. The training approach will need to accommodate this.

Training Deliverables	Description	Responsibility
Training Matrix	Documentation that describes the specific training to be delivered and frequency / duration of the training classes. Individual users are also listed, along with their role and specific training they will receive.	Tyler will recommend course modes to be offered, Hunt County will populate the matrix with specific names and classes needed
Training Materials	Hunt County Training Materials, by training topic / module.	Tyler

Hunt County – Specific Training Exercises	Exercises inserted into the generic training materials to give a Hunt specific flavor to the training. These exercises are based on the business processes previously documented.	Hunt County
Training Sessions	On-Site training for end users. These are delivered by Tyler to the users as specified in the Training Matrix. Typically, this training will occur as close to go-live as possible.	Tyler
Follow-Up Training	Training that occurs 1-2 months after go-live. This training is typically focused on specific topics. It can be used to close any training gaps or provide training on advanced topics, now that the users are more familiar with Odyssey.	Tyler

## 2.7 GO-LIVE AND POST IMPLEMENTATION ACTIVITIES

Go-Live is a very busy time, both for Tyler personnel and our clients. This is where all workstreams come together in order to provide a smooth transition to the Odyssey system. At a point just prior to training, Tyler will perform a multiple-point assessment of go-live readiness (called a Readiness Assessment) and make a "go / no-go" decision based on the current state of the configuration, data conversion, etc. If the decision is "go", then training can begin and the go-live preparations begin. Readiness Assessment results will be shared with Hunt County.

There are several key deliverables generated during the go-live period:

Go-Live Deliverables	Description	Responsibility
Readiness Assessment	A multi-point analysis of go-live readiness which provides the necessary information to make the go/no-go decision.	Tyler
Go / No-Go Decision	The decision to proceed or delay the go-live. This will need to occur prior to end user training and will be based on the current state of the configuration, data conversion, etc.	Tyler and Hunt County
Detailed Go-Live Schedule	The "hour-by-hour" list of tasks to be performed prior to go-live (typically focused on the go-live weekend activities such as the data conversion, final configurations needed, final SME review, etc.)	Tyler
Go-Live Plan	A document that describes the logistics and plans for the go-live. It typically specifies the go-live support timeframe, staff assignments, contact numbers, location of the "war room", rollback plans, etc.	Tyler and Hunt County

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Go Live Support	On-Site support provided by Tyler immediately after go-live, to assist the end users with the transition.	Tyler
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The Tyler team will remain on-site immediately after go-live for 3-4 weeks. This will ensure immediate end user support as questions arise.

There are a number of "clean-up" activities that may occur during the month after implementation. These activities will be finalized as the project progresses, but will include:

- *Data Conversion Cleanup.* Typically, there will be some data that needs to be cleaned up in Odyssey. An example of this is the merging of Party Records to eliminate duplicates. In addition, Hunt County may request that Tyler run some update queries on the data to efficiently fix some non-critical data issues.
- *Business Process Enhancement/Modification.* As the end users get used to the Odyssey system, some business processes will change to take advantage of Odyssey functionality.

## 2.8 PROJECT MANAGEMENT

Much of the project management details (e.g. Escalation Procedures, Roles & Responsibilities, etc.) are described in the Project Charter for the entire project. This section is concerned with the project management that is specific to this phase. Key deliverables include:

Project Management Deliverables	Description	Responsibility
Project Schedule	The MS Project schedule used to track the project timeline and tasks.	Tyler
Statement of Work	This Document	Tyler
Weekly Status Report	Status Report from Tyler to Hunt County	Tyler
Contact List for this Phase	Names, roles, emails, and phone numbers of project team members for this phase.	Tyler and Hunt County
Monthly Accumulated Financials Spreadsheet	Tracking of Tyler's monthly financials. Submitted to Hunt County monthly.	Tyler
Phase Acceptance Document	Document that formalizes Hunt County acceptance of a particular phase of work. Signed after go-live.	Tyler provides, Hunt County approves.

## 2.9 CLIENT HARDWARE

In the case of this SaaS implementation, client hardware consists of end user PCs and peripherals (servers are provided by Tyler at the data center). It is expected that end user PCs will meet the minimum requirements to run Odyssey by go-live. It is Hunt County's responsibility to inventory existing hardware and determine when / how to upgrade existing hardware for go-live. In addition, peripherals should be ordered in advance to ensure they are available for testing and at go-live.

In Scope	Out of Scope
End user PCs which are Odyssey compliant: Courtroom PCs Staff PCs	
<u>Peripherals:</u> <ul style="list-style-type: none"> <li>• Windows-compatible printers</li> <li>• Zebra Thermal Printers (for auto-attach labels)</li> <li>• MUG Shot equipment</li> <li>• Inmate tracking scanners</li> <li>• Jail Biometric Scanners</li> </ul>	<u>Peripherals:</u> <ul style="list-style-type: none"> <li>• Hand Scanners</li> <li>• Check Validators</li> <li>• Cash Drawers</li> <li>• Hardware not listed on Peripheral Odyssey Support and Compatibility list.</li> </ul>



### 3 ASSUMPTIONS & CONSTRAINTS

#### 3.1 ASSUMPTIONS/CONSTRAINTS

- Hunt County will identify Subject Matter Experts (SMEs) to work with the Tyler project team. These SMEs will have a firm grasp of the current county business processes and an ability to quickly learn a web-based application. These SMEs will need to plan on dedicating a percentage of their time to the Odyssey project. This may require that a portion of their current work be backfilled by other county personnel.
- Client will provide Tyler with data from the source system(s) in a non-proprietary format (e.g. SQL Server tables, comma separated ASCII files, or some other mutually agreeable form, and on media that is readable by Tyler).
- Tyler performs a mock go-live conversion iteration with locked conversion code to serve as a system test.
- Tyler will perform a standard conversion from the source system(s) to the Odyssey database using Tyler's existing IFL tool.
- This proposal assumes all data will be converted "as-is" with limited or zero data manipulation or cleanup.
- Tyler works closely with client representatives and implementation staff to identify business rules before writing the conversion.
- This step is typically defined as data mapping (mapping legacy data to Odyssey destinations).
- Tyler performs four data pushes and locks the conversion code after the fourth iteration.
- This proposal assumes NO Jury Conversion.

Schedule 8  
Statement of Work  
(Public Safety application)

# Statement of Work

## Software and Implementation Services

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DATE

11/11/2015

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# Statement of Work

Hunt County

# Statement of Work

Wednesday, November 11, 2015

# Project Scope & Summary

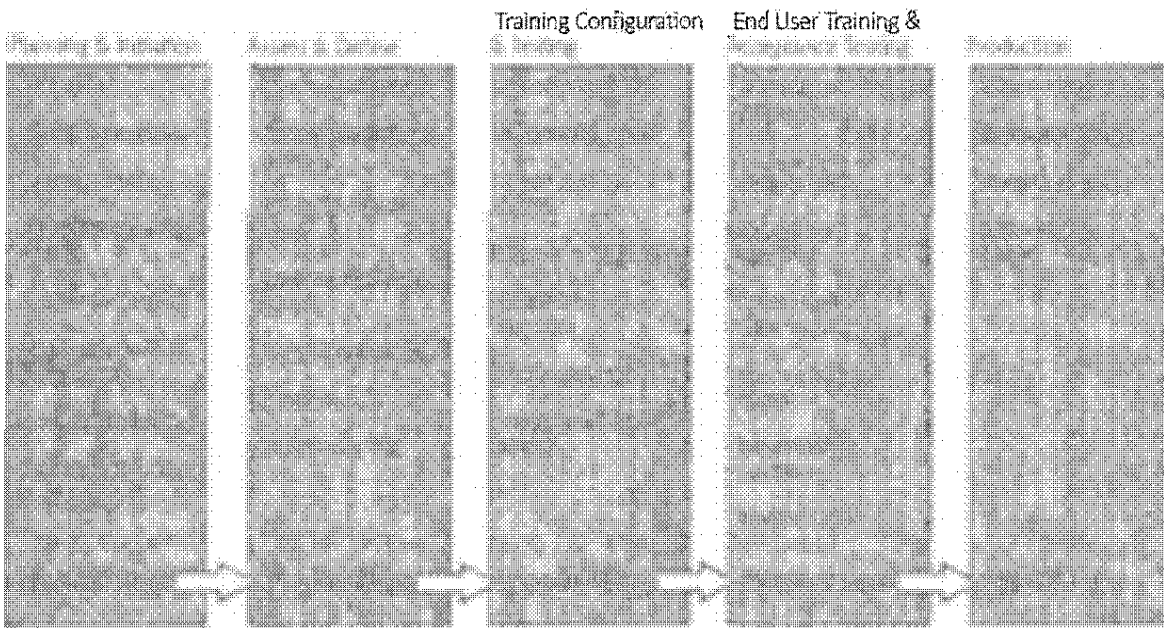
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

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

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

## Implementation Stages

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



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

## Data Conversion

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

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

## Invoicing And Client Signoffs

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

## Key Project Assumptions

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
  - [help.tyleru.com](http://help.tyleru.com)
  - [tyleru.com](http://tyleru.com)
  - [tylertech.com](http://tylertech.com)
  - [tylercommunity.tylertech.com](http://tylercommunity.tylertech.com)
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.



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

## Out Of Scope

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

- **Custom Programming** - Tyler products will be implemented "off the shelf" without customization, except as purchased and then detailed in the Customizations section of this document. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase ("post go live"). If there are no customizations in the Agreement, there will not be Customization section to this document.
- **Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in the Customizations section. If there are no customizations to the software, there will be no Customizations section to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.
- **Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in the Customizations section of this document.
- **Custom Reports** – Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Customizations section of this document.
  - Resource hours that extend scope. (Additional hours must be approved through a Change Order.)





- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

## Risk / Mitigation Strategy

### Unavailability/Incompatibility of Staff

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

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

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

### Client Staff unavailability

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

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

### Scope Changes

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

**Mitigation:** Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure

completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

## Activity Focus

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

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

## Incomplete Legacy, Interface Documentation

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

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

## Achievable Goals

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

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

## Technology Age

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

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

## Critical Success Factors

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



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

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

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

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

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

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

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

## Future Amendments To Scope

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



## Project Management

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

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

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

## Staffing

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

## Project Schedule

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

## Development Tools

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

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

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on

the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

## Documentation

### Tyler-Provided Documentation

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

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

### Client-Provided Documentation

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

Documentation originated by the Client includes:

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

# SOW Attachments Listing

## Statement of Work

### Attachment A. Work Acknowledgement Form

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

### Attachment B. Change Order Form

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

### Attachment C. System Requirements

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

### Attachment D. Interfaces

This document provides a summary description of the purpose and function of the interface along with field specifications.

# Attachment A. Work Acknowledgement Form

Hunt County

Statement of Work

Wednesday, November 11, 2015





# Attachment B. Change Order Form

Hunt County

Statement of Work

Wednesday, November 11, 2015

# Change Order Form

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

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

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

**Change Overview:**

--

**Narrative Description of Change:**

--

**Impact of Change:**

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

Task	Proposed Date Changes

**Cost Impact:**

Change Detail	Credit	Debit	Total

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

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

Date Approved	Comments	Approved By	Signature



# Attachment C. System Requirements

Hunt County

Statement of Work

Wednesday, November 11, 2015

# Hardware and Network Requirements

## System Requirements

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

## Site Assessment

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

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

Enter your email address and the password "Tyler".

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

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

# Attachment D. Interfaces

Hunt County

Statement of Work

Wednesday, November 11, 2015

# E911 Interface – Interface Control Documentation

Interface	Notes
Core Products and Version:	TPS CAD 2013.1 and Later
Short Description:	An interface between TPS CAD and 911 Systems
Long Description:	This interface receives information from 911 systems. The interface allows for the setup, mapping, and configuration of 911 data fields being sent by the 911 systems over RS232 port connections for ANI / ALI formatted data.
Tyler System(s) Involved and Version(s):	CAD, TPS 911 Interface, TPS 911 Configuration Utility
Third Party Products:	911 Data Switch / Server
Information Exchanged:	<p>One way direct receive of data from the 911 system:</p> <ul style="list-style-type: none"> <li>• Time Call Received <ul style="list-style-type: none"> <li>◦ Date / Time: YYYY-MM-DD HH:MM:SS.mmm</li> </ul> </li> <li>• Station ID: ID of 911 Station</li> <li>• Name of Person Phone is associated with.</li> <li>• Address the Phone is associated with.</li> <li>• Phone Number <ul style="list-style-type: none"> <li>◦ XXX-XXX-XXXX</li> </ul> </li> <li>• Disposition ID (Disposition of the 911 Call)</li> <li>• Disposition Change User ID (ID of the user who changed disposition of the 911 call)</li> <li>• Time of Disposition of 911 Call <ul style="list-style-type: none"> <li>◦ Date / Time: YYYY-MM-DD HH:MM:SS.mmm</li> </ul> </li> <li>• Longitude (if available) <ul style="list-style-type: none"> <li>◦ <b>***Note***</b> Can be longitude of a cellular signal tower, and is not guaranteed to be the position of the calling device.</li> </ul> </li> <li>• Latitude (if available) <ul style="list-style-type: none"> <li>◦ <b>***Note***</b> Can be latitude of a cellular signal tower, and is not guaranteed to be the position of the calling device.</li> </ul> </li> <li>• Elevation (if available)</li> <li>• <b>***Note***</b> Can be elevation of a cellular signal tower, and is not guaranteed to be the position of the calling device.</li> <li>• Raw Message Data</li> <li>• Call Class – Type of number (Business, Residential, Cellular / Mobile)</li> <li>• Address Part 2 (Apt, Suite, Bldg, etc)</li> <li>• City and State phone is associated with.</li> </ul>
Format of Data Exchanged:	ASCII Text Data via RS232 Port



External System Interface:	RS232 Port Connection to 911 Switch / Server
Third Party Interface Details:	911 Software is used for routing 911 Calls, collecting, and providing information on the call, caller, call location, and type of phone service.
No. Data Elements:	15
Data Flow:	Data is transferred from the 911 system to TPS CAD.
Data Flow Details:	ASCII text data is transferred in parsed text format from the 911 system to TPS CAD over a RS232 port connection from the 911 Switch / Server to TPS CAD via a workstation, or directly to the TPS Server.
Data Exchange Frequency:	As often as 911.Calls are received.
Data Exchange Frequency Details:	The data is transferred into TPS CAD from the 911 system as frequently as 911 calls are received by the call center.
Transport(s):	NA
Platform:	Windows / *Nix
Other Technical Specifications:	NA
Tyler Responsibilities:	Tyler will configure the TPS 911 interface using the Tyler 911 Configuration Utility.
Client and 3rd-Party Responsibilities:	<p>3<sup>rd</sup> party will ensure that data is being transferred properly in a TPS consumable format over an accessible RS232 Port with settings as follows:</p> <ul style="list-style-type: none"> <li>• Baud Rate: 9600 bps</li> <li>• Bits: 8</li> <li>• Parity: N (none)</li> <li>• Stop Bits: 1</li> <li>• 9600 8N1</li> </ul> <p>Client will ensure that a machine capable of running Tyler Public Safety software, and equipped with an RS232 Comm Port is available for the connection of the 911 Vendor Switch and transfer of data:</p> <p>Client will ensure that all 911 systems are up and running properly before Tyler begins setting up the TPS 911 Interface.</p>
Links:	NA



# Odyssey - Warrants/Arrests – ICD

Interface	Notes																								
Core Products and Version:	TPS to Odyssey Interface																								
Short Description:	The TPS to Odyssey warrants/arrest interfaces pushes warrant and arrest information to the Odyssey system.																								
Long Description:	<p>A TPS Web Service is used to push Warrant data to Odyssey when the records in TPS reflect a status of "Ready to Send" and the Warrant record is saved. Odyssey will in turn send a message, and the TPS system will store the message into the TPS database for viewing.</p> <p>TPS sends XML to the WebServices/APIWebService for warrants. Warrants are sent when the user selects to do an export from within RMS.</p> <p>Arrests are sent in a message to OdysseyTxnExecution Warrants are sent in a message to OdysseyMsgExecution</p>																								
Tyler System(s) Involved and Version(s):	TPS RMS TPS Web Service																								
Third Party Products:																									
Information Exchanged:	<b>Warrant Transferred Fields to Odyssey:</b>																								
	<table border="1"> <thead> <tr> <th>RMS Field Name</th> <th>Odyssey Field Name (if different)</th> </tr> </thead> <tbody> <tr> <td>Warrant Number</td> <td></td> </tr> <tr> <td>Warrant Type</td> <td></td> </tr> <tr> <td>Warrant Status</td> <td></td> </tr> <tr> <td>Warrant Prepared on; Date</td> <td>Status Date</td> </tr> <tr> <td>Violation Date</td> <td>Charge Offense Date</td> </tr> <tr> <td>Violation IBR Code</td> <td>Code, Degree, Statute, Desc</td> </tr> <tr> <td>Violation Fine Amount</td> <td></td> </tr> <tr> <td>Bond Amount</td> <td></td> </tr> <tr> <td>Bond Type</td> <td></td> </tr> <tr> <td>Name (see Person Master transferred for complete list)</td> <td></td> </tr> <tr> <td>Agency</td> <td></td> </tr> </tbody> </table>	RMS Field Name	Odyssey Field Name (if different)	Warrant Number		Warrant Type		Warrant Status		Warrant Prepared on; Date	Status Date	Violation Date	Charge Offense Date	Violation IBR Code	Code, Degree, Statute, Desc	Violation Fine Amount		Bond Amount		Bond Type		Name (see Person Master transferred for complete list)		Agency	
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Emergency Contact Address	Address1, City, State, Zip																								
Emergency Contact Phone																									



	Armed With	Firearm
	Narrative	
	Hold Reason	
	Violation IBR Code	Code, Degree, Statute, Desc
	Bond Amount	Primary Bond Amount
	Bond Type	
	(odyssey mapped code)	Cell Assignment
	Arrest Date (or UDF if avail)	Cell Date
	Arrest Time (or UDF if avail)	Cell Time
	<b>Person Master Fields Transferred to Odyssey:</b>	
	<b>RMS Field Name</b>	<b>Odyssey Field Name (if different)</b>
	First Name	
	Middle Name	
	Last Name	
	Suffix Name	
	Prefix Name	Title
	DOB	
	SSN	
	Sex	Gender
	Race	
	Ethnicity	
	Driver's License Number	
	Driver's License State	
	Street Description	Street Name
	Block Number	Street Number
	Direction	Pre Direction
	Apartment Number	Unit Number
	City	
	Zip	
	State	
	Address String	Non Standard Address Line 1
	<b>Officer Fields Transferred to Odyssey:</b>	
	**There are no actual fields transferred, only mapped officers pulled from the Odyssey database**	
Data Format(s):	Web Service	
External System Interface:	NA	
Third Party Interface Details:	NA	
No. Data Elements:		
Data Flow:	<p>TPS Web Service that pushes Warrant/Arrest data to Odyssey, triggered when the records reflect a status of "Ready to Send" and the Warrant/Arrest record is saved.</p> <p>TPS sends XML to the WebServices/APIWebService for warrants.</p> <p>Warrants are sent when the user selects to do an export from within RMS.</p>	



	Arrests are sent in a message to OdysseyTxnExecution Warrants are sent in a message to OdysseyMsgExecution
Data Flow Details:	Triggered when the records reflect a status of "Ready to Send" and the warrant/arrest record is saved.
Data Exchange Frequency:	Upon Warrant/Arrest record save
Data Exchange Frequency Details:	Running as a service.
Transport(s):	
Platform:	
Other Technical Specifications:	
Tyler Responsibilities:	<p>Tyler (Public Safety Division) will install CAD, Dispatch and RMS modules including:</p> <ul style="list-style-type: none"> <li>• Names</li> <li>• Vehicles</li> <li>• Addresses</li> <li>• Impounds</li> <li>• Citations</li> <li>• Agencies</li> <li>• Codes</li> <li>• Users</li> <li>• User Security</li> </ul> <p>Tyler (Public Safety Division) will configure the Odyssey Interface.</p> <p>Tyler (Public Safety Division) will set-up and configure the TPS Code Mapping Utility</p> <p>Tyler (Odyssey Division) will install, license and configure Odyssey, Odyssey Integration API and the Odyssey LE interface</p>
Client and 3 <sup>rd</sup> -Party Responsibilities:	Future code mapping using the TP Code Mapping Utility Error or exception corrections (often due to officer Code Mapping issues)
Links:	NA



Fax to: 903-408-4291 Att: Sandy  
 From: Classification  
**JAIL COUNT**  
 December 8 - December 21, 2015

DEC 22 2015

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
8-Dec	182	39	4	0	0	51	276
9-Dec	178	38	7	0	0	54	277
10-Dec	173	38	13	0	0	55	279
11-Dec	172	38	9	0	0	75	294
12-Dec	175	38	10	0	0	76	299
13-Dec	178	40	10	0	0	76	304
14-Dec	178	39	9	0	0	76	300
15-Dec	174	38	14	0	0	76	302
16-Dec	182	36	13	0	0	77	308
17-Dec	178	39	8	0	0	77	302
18-Dec	166	39	10	0	0	88	303
19-Dec	170	39	23	0	0	88	320
20-Dec	179	41	9	0	0	88	317
21-Dec	177	40	6	0	0	88	311

# 13,959

FILED FOR RECORD  
 at 11:00 o'clock a M.

DEC 22 2015

JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, TX

By

*Jennifer Lindenzweig*