

County of Monterey  
Office of the County Clerk/Recorder  
168 W. Alisal St., 1<sup>st</sup> Floor  
Salinas, CA 93901  
Telephone 831-755-5041 • Fax 831-755-5064

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**AGREEMENT BETWEEN THE COUNTY OF MONTEREY  
AND TYLER TECHNOLOGIES, INC.**

This Agreement is entered into by and between the County of Monterey (the "County" or "Client") and Tyler Technologies, Inc. ("Contractor" or "Tyler Technologies") (the "Agreement").

The effective date of the Agreement is December 31, 2016. The parties, intended to be bound, mutually agree as follows:

**KEY PROVISIONS**

**AGREEMENT TITLE:** Document Management System and Related Services

**COMMODITY NAME:** Database Software

**COMMODITY NUMBER:** 20837

**AUTHORIZED USER:** Clerk-Recorder's Office

**SUPPLIER:** Tyler Technologies, Inc.

**SUPPLIER CONTACT:** Jon Phillips  
Account Executive, Tyler Technologies, Inc.  
P: 800.646.2633  
C: 806.535.3435  
F: 806.797.4849  
[www.tylertech.com](http://www.tylertech.com)

**PURPOSE:** To establish a contract with Tyler Technologies, Inc., to provide its Eagle Recorder/Eagle Clerk system and related services.

**TAX STATUS:** Services: Non-taxable  
Products: Taxable

**TOTAL AGREEMENT VALUE:** Not to Exceed \$ 891,829.00

**COUNTY CONTRACT ADMINISTRATOR:** Mike Derr, Contracts/Purchasing Manager

**COUNTY CONTACTS:** Corina Morgan, Finance Manager  
  
County Clerk-Recorder's Office  
Phone: (831) 755-5821  
E-mail: morganCM1@co.monterey.ca.us

**REFERENCE:** The following exhibits are incorporated and constitute a material part of the Agreement:

- Exhibit A: Monterey County Standard Terms and Conditions for Services
- Exhibit B: Not to Exceed Pricing and Compensation Schedule
- Exhibit C: County Requirements and Scope of Work
- Exhibit D: Insurance Requirements for Professional Services Contract
- Exhibit E: Vendor Remote Access Agreement
- Exhibit F: Contractor Travel Policy
- Exhibit G: Software Source Code Escrow Agreement Terms and Conditions
- Appendix A: Statement of Work/Software and Implementation Services

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed, below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

**COUNTY OF MONTEREY**

By:   
Contracts/Purchasing Officer

Print: Michael R Derr  
Title: CONTRACTS/PURCHASING OFFICER  
COUNTY OF MONTEREY  
Date: 11/22/16

Approved as to Fiscal Provisions

\_\_\_\_\_  
Auditor/Controller


Approved as to form and legality:

  
WILLIAM M. LITT,  
Deputy County Counsel


Approved as to Liability Provisions

\_\_\_\_\_  
Risk Management

**TYLER TECHNOLOGIES, INC.**

By:   
(Signature of Chair, President, or  
Vice-President)

Print: Dame Womble  
Title: President, LGD  
Date: 10/24/16

By:   
(Signature of Secretary, CFO,  
Treasurer or Asst. Treasurer)

Print: Abby Diaz  
Title: Assistant Secretary  
VP & Associate General Counsel  
Date: 10/14/2016

**EXHIBIT A  
COUNTY OF MONTEREY  
TERMS AND CONDITIONS**

**1. DEFINITIONS**

1.1 "Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Software with the specifications and all other incorporated herein by reference and to determine the reliability of the Equipment. Acceptance tests shall be conducted in accordance with the parties' mutually agreed Statement of Work, attached hereto as Appendix A.

1.2 "Contractor" means Tyler Technologies, Inc., a Delaware Corporation.

1.3 "County" and "Client" mean the County of Monterey, California.

1.4 "County Data" shall mean data and information received by Contractor from County. County shall remain the owner of County Data.

1.5 "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Contractor's written proposal to the County, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Contractor's then-current Documentation.

1.6 "Deliverables" means the Software and services to be delivered pursuant to the Pricing and Compensation Plan, including any such items furnished incident to the provision of services.

1.7 "Developer" means a third party who owns the intellectual property rights to Third Party Software.

1.8 "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that Contractor provides or otherwise makes available to County, including manuals and other printed materials that Contractor provides to the County related to the use, functionality, or maintenance of the Software provided hereunder. Manuals and other printed materials customized for the County hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work ("SOW"), attached hereto and incorporated by this reference in Exhibit C and Appendix A.

1.9 "Effective Date" means the date on which the County's authorized representative signs this Agreement.

1.10 "Pricing and Compensation Plan" means the agreed upon cost proposal for the software, products and services included in the Pricing and Compensation Schedule attached as Exhibit B.

1.11 "Invoicing and Payment Policy" means the invoicing and payment policy included in Exhibit B.

1.12 "Maintenance and Support Policy" means the terms and conditions governing the provision of maintenance and support services to all of Contractor's customers. A copy of Contractor's current Maintenance and Support Agreement is included in Exhibit C and Appendix A.

1.13 "Period of Maintenance Coverage" means the period of time, as defined by the Maintenance and Support Agreement, during which maintenance services are provided by the Contractor for an annual charge, as opposed to an hourly charge for services rendered as set forth in Exhibit C.

1.14 "Site License" means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the SOW.

1.15 "Support Call Process" means the terms and conditions governing the provision of maintenance and support services to all of Contractor's customers who have licensed the Tyler Software. A copy of Contractor's current Support Call Process is included with Appendix A.

1.16 "System" means the complete collection of Software and services as described in this Agreement, integrated and functioning together, and performing in accordance with this Agreement.

1.17 "Third Party Hardware" means the third party hardware, if any, identified in the Pricing and Compensation Plan.

1.18 "Third Party Products" means the Third Party Software and Third Party Hardware.

1.19 "Third Party Software" means the third party software, if any identified in the Pricing and Compensation Plan.

1.20 "Tyler Software" is the Contractor's proprietary computer software, including any integrations, custom modifications, and/or other related interfaces identified in the Pricing and Compensation Plan and licensed by Contractor to County pursuant to this Agreement.

1.21 "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

## **2. NON-EXCLUSIVE AGREEMENT**

This Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support, and services; the right to request proposals from

others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

### **3. LICENSE GRANT AND RESTRICTIONS**

3.1 Contractor grants the County a license to use the Tyler Software for the County's internal business purposes only (including provision of County's business services to the public), in the scope of the internal business purposes disclosed to Contractor as of the Effective Date. The County may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. The County's rights to use the Tyler Software are perpetual, but may be revoked if the County does not comply with the terms of this Agreement.

3.2 The Documentation is licensed to the County and may be used and copied by the County's employees for internal, non-commercial reference purposes only.

3.3 The County may not (i) transfer or assign the Tyler Software to a third party; (ii) reverse engineer, decompile, or disassemble the Tyler Software, (iii) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (iv) publish or otherwise disclose the Tyler Software or Documentation to third parties.

3.4 The license terms in this Agreement apply to updates and enhancements Contractor may provide to the County or make available to the County through the Maintenance and Support Agreement.

3.5 The right to transfer the Tyler Software to a replacement hardware system is included in this license. The County will give Contractor advance written notice of any such transfer, and will pay Contractor for any required or requested technical assistance associated with such transfer.

3.6 Contractor reserves all rights not expressly granted to the County in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.

3.7 County agrees to pay Contractor the license fees in the amounts set forth in the Pricing and Compensation Plan. Those amounts are payable in accordance with the Invoicing and Payment Policy.

### **4. TERM**

4.1 This Agreement shall not be effective or binding unless approved in writing by County as evidenced by its signature as set forth in this Agreement. Notwithstanding any other provision of this Agreement, the license grant is perpetual, subject to Paragraph 3.1. The term of the Agreement shall be for three (3) years from the effective date. The County shall have the right to exercise two (2) one-year optional renewals, or one (1) two-year optional renewal.

4.2 Furthermore, at any time during the term of the Agreement, the Agreement is subject to termination pursuant to Section 5 of this Agreement. The term for services continues until completion of the implementation of the Tyler Software, as set forth in the Statement of Work and otherwise provided under the Agreement.

## **5. TERMINATION**

### **5.1 Termination for Convenience**

5.1.1 The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving sixty (60) calendar days written notice specifying the effective date and scope of such termination.

5.1.2 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

5.1.3 In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement for which County has paid shall become the property of the County, subject to the restrictions set forth in the license grant section, and shall be promptly delivered to the County. In the event of termination for convenience, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. The County will not be entitled to a refund or offset of previously paid license and other fees for services or products the County has received or Contractor has incurred or delivered. Any pre- payments made to the Contractor for maintenance and support services which have not been rendered or delivered shall be prorated to the termination date and the remainder of prepaid but unused service fees refunded to the County.

5.1.4 By termination under this paragraph, neither County nor the Contractor may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination.

### **5.2 Termination for Cause**

5.2.1 County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause in the event Contractor does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) calendar days of receiving a written notice of the alleged breach. County agrees to comply with Section 24 Resolution of Disputes, prior to termination under this Section. In the event of termination for cause, the County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services the County has received, or Contractor has incurred or delivered, prior to the effective date of termination. Disputed fees will be subject to the dispute resolution process under Section 11.

5.2.2 If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the rights and

obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination For Convenience clause.

5.3 Termination for Lack of Appropriation: The term of the Agreement between Contractor and County, and the purchase of Deliverables and/or services hereunder, are contingent on the appropriation of funds by the County. Should sufficient funds not be appropriated, this Agreement may be terminated by County at any time by providing Contractor with thirty (30) calendar days written notice. In the event of such Termination for Lack of Appropriation, County shall be responsible only for any unpaid balances for Deliverables and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. The County will not be entitled to a prorated refund or offset of previously paid license and other fees.

~~5.4 Termination for Bankruptcy: If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately penalty. In the event of termination for bankruptcy, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. The will not be entitled to a refund or offset of previously paid license and other fees.~~

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## 6. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to provide the services in the Pricing and Compensation Plan and according to the Statement of Work.

## 7. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

## 8. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on Contractor or County unless it is in writing and signed by County and Contractor's authorized representative(s).

## 9. SCOPE

9.1 Contractor agrees to provide the County all Deliverables on terms set forth in this Agreement (including Exhibits). However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every



obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination For Convenience clause.

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contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

9.2 The County will consider Contractor to be the single point of contact with regards to all contractual matters, including payment of any and all charges for Deliverables and/or services provided under the Agreement and any issues regarding the subcontractor(s), if any.

9.3 Contractor shall provide or make available to the County all documentation and manuals relevant to the Tyler Software to be supplied at no additional cost beyond the associated Software or service fee set forth in the Pricing and Compensation Plan. Contractor shall deliver such documentation either in advance of or concurrently with the delivery of Deliverables in accordance with the Statement of Work.

9.4 Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, reasonable security requirements provided in writing by the County to Contractor. Contractor shall conduct criminal background checks on all employees at the time of hire.

9.5 Contractor shall be responsible for installation, delivery, training and knowledge transfer activities in relation to the Tyler Software being supplied as listed in the Pricing and Compensation Plan and further described in the Statement of Work.

9.6 Contractor shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to the County.

9.7 Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and/or services.

## **10. COST SUMMARY AND COMPENSATION PLAN**

10.1 Contractor will invoice the County the fees for the license(s), products, and services in the Pricing and Compensation Plan, attached hereto as Exhibit B, per the Invoicing and Payment Policy, attached hereto as Exhibit B, subject to Section 12. In the event Contractor offers a decrease in the cost of recurring fees (being the support and maintenance fees) to other public sector customers located in the State of California that are (i) of similar population size to County, (ii) have entered into a binding software license agreement with Contractor for the same Tyler software modules purchased by County under this Agreement and having an initial support and maintenance term which is the same length as County's initial support and maintenance term, and (iii) has the same support and maintenance terms and support call process as County (a "Similarly Situated Customer"), Contractor shall extend the lower price(s) to the County on a prospective basis only and provide prompt written notification to the County. The foregoing provision will not apply to the extent that Contractor provides a Similarly Situated Customer a discount as a consequence of a force majeure or as a result of a settlement of dispute between Contractor and a Similarly Situated Customer.

10.2 As long as the County maintains a continuous Support and Maintenance Agreement with Contractor for each of the Tyler Software products and (i) in the event a Tyler Software product is no longer supported, and (ii) Contractor makes generally available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Tyler Software product for ten (10) years from the Effective Date of the Agreement, then the County, at its sole discretion, may transfer the Tyler software product to the Successor Products, for no additional license fees. In the event the County elects to transfer the Tyler Software products to the Successor Products, the County will return to Contractor the Tyler Software products and pay, for the first year of maintenance fees for the Successor Products, an amount not to exceed the annual maintenance fees being paid for the discontinued software and thereafter the then current maintenance fees for the Successor Products. Fees for any services and third party hardware and software associated with the transfer to the Successor Products, shall be paid by the County at then current Contractor rates. The parties shall work in good faith with respect to the timing of the transfer to a Successor Product, taking into account County's budgetary cycle.

10.3 Both parties acknowledge that during the term of this Agreement, products and services may be added to the Agreement. In the event that such services are identified, and a cost is associated, the County reserves the right to add the additional services to the Agreement and negotiate cost. The County will approve the additional work and cost by means of an amendment.

10.5 The County will not pay any cost or charge that is not delineated in this Agreement.

## **11. DISPUTED PAYMENTS**

If, due to either an issue with the charges on an invoice or the Contractor's failure to perform consistent with its warranties under this Agreement, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, (b) all other amounts that are not in dispute have been paid in accordance with this Agreement, and (c) the County delivers a written statement to Contractor within thirty (30) days of receipt of the applicable invoice describing in detail the basis of the dispute and the amount being withheld by the County. Contractor will provide a written response to the County that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the County's notice. The parties will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the County's notice. The County may only withhold payment of the amount(s) actually in dispute until Contractor completes the action items outlined in the plan. If Contractor is unable to complete the action items outlined in the action plan because of the County's failure to complete the items agreed to be done by the County, then the County will remit full payment of the invoice. The Contractor reserves the right to suspend delivery of all services, including maintenance and support services, if the County fails to pay an invoice not disputed as described above.

## **12. COOPERATIVE EFFORT**

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

Nothing stated in this Section 12 in any way modifies, amends, alters, or waives any other responsibility or obligation of Contractor, including but not limited to Contractor's obligation to indemnify County or to provide insurance as stated elsewhere in this Agreement.

### **13. DOCUMENTATION**

13.1 The Contractor agrees to provide to the County, at no charge, electronic access to all nonproprietary manuals and other printed materials, as described within the SOW, and updated versions thereof, which are necessary or useful to the County in its use of the Tyler Software provided hereunder. In the event any Documentation is only available in paper form, the Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation, or if appropriate, to permit County to make copies of same for County's internal use. The County agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided (in writing) by the Contractor.

### **14. PROFESSIONAL SERVICES**

14.1 Contractor will provide the County the various implementation-related services itemized in the Pricing and Compensation Plan. The County will receive those services according to the SOW, as well as Contractor's industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. Contractor will finalize that documentation with the County upon execution of this Agreement.

14.2 The County agrees to pay Contractor the professional services fees in the amounts set forth in the Pricing and Compensation Plan of the Agreement. Those amounts are payable in accordance with the Pricing and Compensation Plan. Subject to the provisions of Paragraph 14.3 below, total fees for services shall not exceed the amounts listed in the Pricing and Compensation Plan.

14.3 The Pricing and Compensation Plan contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on Contractor's understanding of the specifications the County supplied. If additional work is required, or if the County uses or requests additional services, Contractor will provide the County with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

14.4 Contractor makes all reasonable efforts to schedule Contractor personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if the County cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Contractor), the County will be liable for all (a) non-refundable expenses incurred by Contractor on the County's behalf, and (b) daily fees associated with cancelled professional services if Contractor is unable to reassign its personnel. Contractor will make all reasonable efforts to reassign personnel in the event the County cancels within two (2) weeks of scheduled commitments.

14.5 At no cost to Contractor, the County agrees to provide Contractor with full and free access to County personnel, facilities, and equipment during normal County business hours as may be reasonably necessary for Contractor to provide implementation services, subject to any reasonable security protocols or other written policies provided to Contractor. The County further agrees to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.

14.6 The County may purchase additional products and services at the rates set forth in the Pricing and Compensation Plan for twelve (12) months from the Effective Date, and thereafter at Contractor's then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum. Pricing for any optional products and services in the Pricing and Compensation Plan will be valid for twelve (12) months from the Effective Date.

## **15. MAINTENANCE AND SUPPORT**

15.1 This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If the County has purchased ongoing maintenance and support services, and continues to make timely payments for them according to the Invoicing and Payment Policy, Contractor will provide the County with maintenance and support services for the Tyler Software under the terms of the standard Maintenance and Support Agreement, attached hereto as Exhibit C.

15.2 If the County has opted not to purchase ongoing maintenance and support services for the Tyler Software Products, or at any time terminates the Maintenance and Support Agreement, the County will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, the County will:

- (i) Receive a lower priority under Contractor's Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;

(iii) be charged Contractor's then-current rates for support services, or such other rates that Contractor may consider necessary to account for the County's lack of ongoing training on the Tyler Software Products;

(iv) be charged for a minimum of two (2) hours of support services for every support call; and

(v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

15.3 If the County has a Maintenance and Support Agreement in effect, the County may report defects and other issues related to the Third Party Software directly to Contractor, and Contractor will (a) directly address the defect or issue, to the extent it relates to Contractor's interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that the County have a separate, direct maintenance agreement in effect with that Developer. In all events, if the County does not have a Maintenance and Support Agreement in effect with Contractor, the County will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## **16. SHIPPING AND RISK OF LOSS**

16.1 Unless provided electronically in a format acceptable and accessible to County, Deliverables shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

16.2 Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor shall bear all risks of loss, injury, or destruction to Deliverables and materials ordered herein which occur prior to acceptance by County; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

16.3 Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

## **17. INTENTIONALLY OMITTED**

## **18. RIGHTS, INSPECTION, TEST, ACCEPTANCE, REJECTION AND RELATED**

Unless otherwise specified in the Statement of Work (set forth at Exhibit C and Appendix A):

### **18.1 INTENTIONALLY OMITTED**

### **18.2 INSPECTION**

18.2.1 Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the County covering Deliverables and/or services under this Contract and will tender to the County only those Deliverables that have been inspected and found to conform to this Agreement's requirements.

18.2.2 Contractor will keep records evidencing inspections and their result, and will make these records available to the County during performance and for three (3) years after final payment. Contractor shall permit the County to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Agreement.

18.2.3 Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the County. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

### **18.3 TEST**

18.3.1 County will use the criteria established in this Agreement, the SOW, or any subsequent sub-SOW to determine the acceptance of each task and to test the Deliverables and/or services.

18.3.2 If the County, in its sole discretion, determines that the Deliverables and/or services have failed to meet a specific task, specification or requirements of the SOW, any sub-SOW, or this Agreement, or that features or functions said to be present in the

Contractor's Documentation are absent or do not function properly, County may execute any or all of the following:

- (i) Have the Contractor modify the Deliverables and/or services to conform to the Documentation;
- (ii) Extend the acceptance testing period for a reasonable time period to allow time for Contractor to remedy the problems; or
- (iii) Cancel this Agreement and its obligations to Contractor. Any pre- payments made to the Contractor for services which have not been rendered or delivered shall be prorated to the termination date and the remainder of prepaid but unused service fees refunded to the County.

### **18.4 ACCEPTANCE**

18.4 Acceptance is set forth in the SOW.

### **18.5 REJECTION**

18.5.1 County shall give written notice of rejection of Deliverables delivered and/or services performed during the period set forth in Section 18.1 of this Agreement. Such notice of rejection will state the respects in which the Deliverables and/or services do not substantially conform to their specifications. Acceptance by County will be final and irreversible, except as it relates to

latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the County might have at law or by express reservation in this Agreement with respect to any nonconformity.

18.5.2 Contractor shall be responsible to reclaim and remove any rejected Deliverables and/or items at its own expense. Should Contractor fail to reclaim or remove any rejected Deliverables and/or items within a reasonable time, County shall, at its option dispose of such Deliverables and/or items and require reimbursement from Contractor for any costs or expenses incurred.

## **18.6 CORRECTIVE ACTION**

18.6.1 Contractor shall comply with all applicable federal and state, and local laws and regulations relating to its performance under this Agreement in all material respects.

18.6.2 If County discovers any practice, procedure, or policy of Contractor which materially deviates from the terms or requirements of this Agreement, which violates federal, state or local laws or regulations, the County, in addition to its termination rights, may notify Contractor that corrective action is required.

18.6.3 Contractor shall correct any and all discrepancies, violations, or deficiencies within thirty (30) calendar days, unless the corrective action requires additional time, in which case Contractor shall have an additional period of time to make corrections.

18.6.4 The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or as provided elsewhere in this Agreement. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

## **19. ADJUSTMENT BY COUNTY**

The County reserves the right to waive a variation in specification of Deliverables and/or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the Deliverables and/or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within thirty (30) calendar days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the County Contract Administrator, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for Deliverables and/or services supplied by Contractor. If out-of-scope services are requested, the parties will mutually agree in writing to the amount of compensation for those services.

## **20. INVOICING**



20.1 Contractor shall invoice according to the Pricing and Compensation Plan Exhibit B of this Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for Deliverables and/or services not specifically listed in the Agreement will not be approved for payment.

20.2 Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

20.3 Contractor and County shall resolve all invoicing disputes in accordance with Section 12, Disputed Payments.

## **21. PAYMENT**

21.1 Payment shall be due in accordance with the Pricing and Compensation Plan. Payment is deemed to have been made on the date when the County mails the warrant or initiates the electronic fund transfer.

21.2 The fees in the Pricing and Compensation Plan do not include any taxes, including without limitation, sales, use, or excise tax. If the County is a tax-exempt entity, the County agrees to provide Contractor with a tax-exempt certificate. Otherwise, Contractor will pay all applicable taxes to the proper authorities and the County will reimburse Contractor for such taxes. If the County has a valid direct-pay permit, the County will provide Contractor with a copy. For clarity, Contractor is responsible for paying its income taxes, both federal and state, as applicable, arising from Contractor's performance of this Agreement.

21.3 The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-600524. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

21.4 Contractor shall obtain County's prior, written approval for any travel and out-of-pocket expense. Contractor shall be responsible for all travel and out-of-pocket expenses incurred without County's prior, written approval. All travel and out-of-pocket expenses shall comply with Contractor's Travel Policy, attached as Exhibit F. Contractor shall be solely responsible for any and all travel and out-of-pocket expenses that are incurred without first obtaining advance County approval, and all such expenses which do not comply with Exhibit F. For purposes of "pre-approval," the parties understand and agree that the Project Plan contemplated under the Statement of Work will allocate onsite resources and expected travel associated with those resources. County sign-off on that project plan will constitute County "pre-approval" of the referenced travel trips. Any changes or deviations to that Project Plan will be documented in writing and submitted to County for review and approval, which will constitute "pre-approval" of any documented changes in travel. Moreover, as set forth in Exhibit B, Contractor's pricing and compensation is inclusive of a not-to-exceed allocation of expenses for travel, which the County is approving as part of this Agreement. To the extent additional expenses are required,

Contractor shall present a change order for the additional amount for County's review and approval. Finally, and for the avoidance of doubt, Contractor has agreed to incur travel expenses subject to Contractor reimbursement according to the terms of Exhibit F.

## **22. LATE PAYMENT CHARGES OR FEES**

The Contractor acknowledges and agrees that the County will not pay late payment charges or fees. County acknowledges and agrees that Contractor may suspend performance under this Agreement, including maintenance and support, if County fails to remit payment for an undisputed invoice within forty-five (45) days of the date of invoice. Contractor will give County thirty (30) days' written notice of its intent to suspend performance under this Section.

## **23. DISENTANGLEMENT**

23.1 This section shall apply upon termination of this Agreement for any reason.

23.2 Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of Deliverables, provision of services or the County's activities. Contractor shall promptly return to County all County data, assets, or information in Contractor's possession. Contractor shall invoice the County for such services on a time and materials basis at Contractor's then-current rates.

## **24. RESOLUTION OF DISPUTES**

24.1 County agrees to provide Contractor with written notice within thirty (30) days of becoming aware of a dispute. County agrees to cooperate with Contractor in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with the other party's appointed senior representative. Senior representatives will meet at the County's office within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedures.

24.2 "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in Section 24.1 above. Nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

24.3 In the event of a dispute, Contractor shall continue to perform its obligations pursuant to this Agreement for a period not to exceed ninety (90) days from the time that Contractor

provides written notice to County of the disputed issue(s), depending on the nature of the dispute.

## **25. ACCOUNTABILITY**

To the extent applicable, Contractor will be the primary point of contact and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

## **26. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT**

26.1 Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County, except as provided in Section 27. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

26.2 As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

## **27. MERGER AND ACQUISITION**

27.1 Neither party may assign this Agreement or transfer any rights to a third party without the prior written consent of the other party, and any such attempt shall be void; provided, however, subject to compliance with the provisions of this Section 27, County shall not unreasonably withhold or delay its consent for Contractor to transfer and/or assign this Agreement pursuant to a corporate plan of merger, reorganization, acquisition or consolidation; provided that such merger, reorganization, acquisition or consolidation is not as part of a Contractor bankruptcy, insolvency or assignment to creditors.

27.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights or assignment involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights, Contractor shall ensure that the acquiring entity or the new entity agrees to be bound by the terms of this Agreement and act in the place of Contractor with respect to all of its obligations as set forth herein. The acquiring entity shall honor all the terms and conditions in this Agreement and (if applicable) provide the functionality of the Deliverables and/or services in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality,

or otherwise provide a substantially similar functionality of the Deliverables and/or services at the same pricing levels. No additional license or maintenance fee will apply.

27.3 Contractor shall provide thirty (30) calendar days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor, or within such other timeframe as allowed under applicable law.

27.4 Contractor shall provide reasonable assistance to County during the transition period.

## **28. COMPLIANCE WITH ALL LAWS & REGULATIONS**

28.1 Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the Deliverables and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement.

28.2 With consent of the Board of Supervisors, such consent not to be unreasonably withheld, Contractor shall defend, indemnify and hold the County harmless against any claim, loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under violation of a law applicable to Contractor's performance under this Agreement. Contractor's obligations under this Section 28.2 are contingent upon the following: (i) County notifying Contractor promptly in writing of the claim; (ii) County giving Contractor sole control over its defense or settlement; and (iii). County providing Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. In addition to the foregoing, in the event of a settlement requiring that the County pay some amount of money, then the Board of Supervisors must approve of that settlement agreement, such approval not to be unreasonably withheld.

## **29. FORCE MAJEURE**

29.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

29.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

29.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

29.4 Either party shall have the right to terminate this Agreement and/or any applicable order or contract release purchase order if Force Majeure suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, the County will pay Contractor for all fees and expenses related to the software, products, and/or services the County has received, or Contractor has incurred or delivered, prior to the effective date of termination. The County will be not be entitled to a refund or offset of previously paid license and other fees for services or products the County has received or Contractor has incurred or delivered. Any pre-payments made to the Contractor for maintenance and support services which have not been rendered or delivered shall be prorated to the termination date and the remainder of prepaid but unused service fees refunded to the County.

### **30. CONFLICT OF INTEREST**

30.1 Contractor represents and warrants that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

30.2 Contractor shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts applicable to Contractor and such subcontractors; and (ii) federal, state and local conflict of interest laws and regulations applicable to Contractor, such subcontractors and the services, including, without limitation, to the extent applicable, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for termination of this Agreement by the County.

30.3 Contractor shall provide County with the names, description of individual duties to be performed and email addresses of all persons who will be engaged in performance of implementation services under the agreement, including without limitation employees, agents and subcontractors with the exception of those working solely ministerial, secretarial, manual, or clerical capacity. Contractor shall notify the County in one (1) business day of the names of individuals working in such a capacity who, during the course of the Agreement, end their service.

30.4 Contractor shall ensure that all individuals identified pursuant to this section understand that they are subject to the Political Reform Act ("PRA") and shall conform to all requirements of the PRA and other laws and regulations, if applicable.

**31. INDEPENDENT CONTRACTOR**

Contractor shall supply all Deliverables and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all Deliverables shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

**32. INSURANCE**

Contractor shall maintain insurance coverage, throughout the term of this Agreement, pursuant to Exhibit D.

**33. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE**

The Contractor represents and warrants that all the Deliverables and/or materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Contractor represents and warrants that it has free and clear title (including any and all intellectual property rights) to the Deliverables and/or materials purchased by County.

**34. INDEMNITY**

With consent of the Board of Supervisors, which consent will not be unreasonably withheld, Contractor will indemnify and hold harmless the County 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 to the extent caused by Contractor's negligence or willful misconduct. Contractor's obligations under this Section 34 are contingent on the following: (i) County notifying Contractor promptly in writing of the claim, (ii) County giving Contractor sole control over its defense or settlement, and (iii) County providing Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. In addition to the foregoing, in the event of a settlement requiring that the County pay some amount of money, then the Board of Supervisors must approve of that settlement agreement, such approval not to be unreasonably withheld.

**35. INTELLECTUAL PROPERTY INDEMNITY**

35.1 Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringes upon any intellectual property rights of third parties, and Contractor will pay the amount

of any resulting adverse final judgment, or settlement to which Contractor consents. In addition to the foregoing, in the event of a settlement requiring that the County pay some amount of money, then the Board of Supervisors must approve of that settlement agreement, such approval not to be unreasonably withheld. The County must notify Contractor promptly in writing of any claim and give Contractor sole control over its defense or settlement. The County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Contractor will keep County reasonably informed on the status of the claim throughout its defense and settlement, including providing County with general updates in response to County's written request for the same.

35.2 Contractor's obligation under this Section 35 will not apply to the extent the claim or adverse final judgment is based on the County's: (a) use of a previous version of the Tyler Software and the claim would have been avoided had the County installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by Contractor; (c) altering or modifying the Tyler Software, including any modification by third parties at the County's direction or otherwise permitted by the County; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after Contractor notifies County to discontinue use due to such a claim.

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

35.4 If, as a result of an infringement or misappropriation claim, the County's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Contractor consents), Contractor will, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate the County's license and refund the license fees paid for the infringing Tyler Software. Contractor will pursue those options in the order listed herein. This section provides County's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## **36. LIMITATION OF LIABILITY**

36.1 Contractor's liability for damages to the County for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to County's actual, direct damages, not to exceed three (3) times the Total One Time Costs set forth in the Price and Compensation Plan. The prices set forth in this Agreement are set in reliance upon this limitation of liability.

36.2 The foregoing limitation of liability shall not apply to (i) any indemnity set forth in this Agreement, (ii) Contractor's willful misconduct, gross negligence, or fraud, or (iii) a breach of paragraph 46.

36.3 The County's liability for damages for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the Purchase Price. Nothing herein shall be construed to waive or limit the County's sovereign immunity or any other immunity from suit provided by law.

36.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

36.5 EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

36.6 Contractor warrants that:

36.6.1 the Tyler Software will be without Defect(s) as long as the County has a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, Contractor will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

36.6.2 Deliverables shall:

- (i) be free of illicit or harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software);
- (ii) not infringe or violate any U.S. Intellectual Property Right as of the Effective Date of this Agreement and during County's use. To the extent any such, infringement claim is brought, Section 35 shall apply.
- (iii) perform in accordance with the specifications and written material Documentation describing that Deliverable.

36.6.3 All Deliverables of Third Party Software shall contain a non-transferable license to use the Third Party Software and related documentation for internal business purposes only (including provision of County's business purpose of services to the public). The County's license rights to the Third Party Software will be governed by the third party's end user license agreement(s). Contractor also represents and warrants that it has all rights to grant or transfer



the license to the Third Party Software to County. Upon payment in full of any Third Party Software license fees, Contractor shall pass through all applicable third party warranties to County. If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, the County will be required to pay such additional future fee. The right to transfer any Third Party Software to a replacement hardware system is governed by the Developer. The County will give Contractor advance written notice of any such transfer, and will pay Contractor for any required or requested technical assistance associated with such transfer. County acknowledges that Contractor is not the developer of the Third Party Software. Contractor does not warrant or guarantee the performance of the Third Party Software. However, Contractor grants and passes through to County any warranty Contractor may receive from the Developer of the Third Party Software.

36.7 Contractor shall immediately repair and/or replace any Tyler Software component not conforming to the limited warranty provided in Section 37.2, subject however to Sections 37.4 and 37.5 below, or re-perform services to conform to the services warranty in Section 9.6. Within the first twenty-four (24) months following the County's first use of the Tyler Software in live production, provided that County has a current Support and Maintenance Agreement in effect, if after notice, Contractor is unable to repair or replace a component of the Tyler Software having a Defect, Contractor shall promptly provide a replacement product at Contractor's expense. For the purposes of this paragraph, "replacement product" shall be understood to include the license to the replacement software Contractor identifies, Contractor's related service costs, and County's commercially reasonable internal costs to facilitate the replacement. If Contractor is unable to provide a replacement product, the County may terminate this Agreement pursuant to Section 5.2. This remedy is non-exclusive of other remedies and rights that may be exercised by the County.

36.8 Unless otherwise specified, the Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

36.9 Contractor does not warrant and will have no responsibility for a claim related to an alleged defect in the Tyler Software to the extent that it arises directly from (A) a modification made to the Tyler Software by the County, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the County.

36.10 All warranties, including special warranties specified elsewhere herein, shall inure to the County, customer agencies, and governmental users of the Deliverables and/or services.

36.11 Should any Deliverable contain embedded or third party software without a license as specified in section 37.2.3, Contractor shall immediately obtain a license for County's benefit at no cost to the County. Said license shall conform to the requirements set forth in section 37.2.3.

## **37. COOPERATION WITH REVIEW**

37.1 Contractor shall provide commercially reasonable cooperation with County's periodic audit of payments made to Contractor based on Contractor's performance under this

Agreement. Contractor shall make itself reasonably available onsite to facilitate that audit, as requested by the County, upon reasonable advanced notice. Any travel expenses incurred based on County's requested onsite participation of Contractor shall be at County's expense, and not subject to the cap referenced in Section 21.4, unless it is concluded that Contractor has made significant errors in its invoicing of County, as set forth in Section 39.3, below; County shall not, though, be liable for these additional expenses if they are not subject to prior written approval by County prior to being incurred.

37.2 Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and records associated with Contractor's performance under this Agreement, including service records and procedures to assure that the project is achieving its purpose, that all applicable federal, state, and local laws and regulations are met, and that adequate internal fiscal controls are maintained.

### **38. AUDIT RIGHTS**

38.1 Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000 USD) shall be subject to audit by the State Auditor.

38.2 All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings. Any disputes over County's audit findings and/or adjustments to current billings shall be decided according to Section 24, Resolution of Disputes.

38.3 To the extent it is determined that Contractor made significant errors in its invoicing to County, as confirmed through the process set forth in Section 39.2, above, Contractor shall pay to County the full amount of the audit determined to be due as a result of those confirmed errors. The audit rights established under this Section are in addition to other inspection and access rights specified in this Agreement.

### **39. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS**

39.1 Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the Agreement between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract between the parties.

39.2 All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of

any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying and delivery of such records.

#### **40. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT**

If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payer which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000 USD) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

#### **41. NON-DISCRIMINATION**

Contractor shall comply with all applicable federal, state, and local laws and regulations, including Monterey County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the Agreement for cause.

#### **42. DEBARMENT**

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended,

debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor shall defend, indemnify, and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

#### **43. RIGHTS IN WORK PRODUCT**

43.1 All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Agreement including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Agreement (collectively, the "Work Product"), shall be Contractor's exclusive property. Contractor will grant the County a license in accordance with Section 4, to the same.

#### **44. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA**

44.1 The County agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder are provided for County's use for the purposes of this Agreement only. All such proprietary data shall remain the property of the Contractor. County agrees to take reasonable steps to insure that such proprietary data is not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act ("CPRA").

44.2 The County will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

44.3 The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Agreement with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

#### **45. COUNTY DATA**

45.1 "County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data.

45.2 Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement.

45.3 Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or

inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement.

45.4 Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.

45.5 Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

#### **46. CONTRACTOR DATA**

46.1 "Contractor Data" shall mean data and information received by County from Contractor. As between Contractor and County, all Contractor Data shall remain the property of the Contractor. County shall not acquire any ownership interest in the Contractor Data.

46.2 Subject to the CPRA provision set forth in paragraph 49, below, County shall not, without Contractor's written permission consent, use or disclose the Contractor Data other than in the performance of its obligations under this Agreement.

#### **47. SOFTWARE SOURCE CODE ESCROW**

Contractor maintains an escrow agreement with a third party under which Contractor places the source code for each major release of the Tyler Software. County may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Pricing and Compensation Plan. County will be responsible for maintaining its ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

#### **48. CALIFORNIA PUBLIC RECORDS ACT INDEMNITY**

The County is a public agency subject to the disclosure requirements of the CPRA. If the County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Deliverables and/or services provided pursuant to this Agreement, the County will notify Contractor of the request and confer with Contractor regarding an appropriate response to said request. If Contractor contends that any documents are Contractor's confidential or proprietary material, not subject to the CPRA, and/or exempt from the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall instruct County to withhold said documents. If Contractor fails to respond to County in writing prior to the County's deadline

for responding to the CPRA request, the County may disclose the requested information under the CPRA without liability to the County. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney fees) that may result from denial of a CPRA request made at Contractor's instruction.

**49. SEVERABILITY**

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

**50. NON-WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

**51. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES**

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the County Administrative Officer, or authorized designee.

**52. HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

**53. HANDWRITTEN OR TYPED WORDS**

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

**54. AMBIGUITIES**

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement. Should any ambiguities or conflicts between contract terms and conditions contained in this Agreement and its exhibits exist, the terms and conditions in this Agreement shall control over its exhibits.

**55. ENTIRE AGREEMENT**

This Agreement and its exhibits (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**56. EXECUTION & COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile or via email transmission. Such facsimile or emailed signature must be treated in all respects as having the same effect as an original signature. The original signature copy must be sent to the County by United States Postal Service mail, sent by courier or delivered by hand.

**57. NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of an email communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

**COUNTY:**

Name: Contract Administrator  
c/o Contracts/Purchasing  
1488 Schilling Place  
Salinas, CA 93901

**CONTRACTOR:**

Name:  
Title: President, Local Government Division  
Company: Tyler Technologies, Inc.  
Address: 5519 53rd Street  
City: Lubbock  
State: Texas  
Zip: 79414

Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) calendar days after the date of the notice.

**58. PROJECT MANAGER**

Contractor must assign a Project Manager and Account Manager to the County. The Project Manager will facilitate the implementation process and contract relationship, and be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate implementation support, problem resolution assistance and required information on a timely basis. The Account Manager will be a single point of contact within Contractor's accounting department with whom the County may communicate regarding an invoice.

**59. SURVIVAL**

All representations, warranties, indemnities, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

**60. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara or the United States District Court for the Northern District of California. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Monterey or the United States District Court for the Northern District of California, and waive all venue objections.

**61. NO SMOKING**

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Smoke-Free Policy, Resolution No. 91-499.

Which prohibits the smoking of tobacco, or the use of other forms of tobacco, or both, within (1) County-owned buildings and leased buildings where the County is an occupant, and (2) in all County vehicles.

**62. NO INTENDED THIRD PARTY BENEFICIARIES**

This Agreement is entered into solely for the benefit of the County and Contractor. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

**63. BEVERAGE NUTRITIONAL**



DW

Initials

If Contractor provides beverages through County departments, or at County programs, sponsored, sponsored meetings, sponsored events, or at County owned/operated facilities, Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria beverage criteria, if applicable. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical of medical necessity.

Initials

**64. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

**65. ELECTRONIC COPY OF SIGNED AGREEMENT**

All parties agree that an electronic copy of a signed contract shall have the same force and effect as an original signed contract provided that the Contractor agrees to deliver to the County the original signed contract within 7 business days of sending an electronic copy. The term "electronic copy" for purposes of this provision refers to a transmission by facsimile or electronic mail in a portable document format.

AD

Initials

Initials

If Contractor provides beverages through County departments, or at County programs, sponsored, sponsored meetings, sponsored events, or at County owned/operated facilities, Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria beverage criteria, if applicable. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially sweetened, calorie-reduced beverages that do not exceed 50 calories per 12 ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical of medical necessity.

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**EXHIBIT B  
PRICING AND COMPENSATION PLAN**

The following Pricing and Compensation Plan details the software, products, and services to be delivered by Contractor to the County under Exhibit C- County Requirement and Scope of Work.

**Section I: Cost Summary**

Investment Summary  
Monterey County  
Alicia Sotelo



<b>Prepared for:</b>	Monterey County	<b>Contract ID # :</b>	2016-0180
<b>Contact Person:</b>	Alicia Sotelo	<b>Issue Date:</b>	08/04/16
<b>Address:</b>	168 W Alisal Street 3rd Floor Salinas, CA 93901-2487 831-755-5114	<b>Sales Rep:</b>	J. Phillips
<b>Phone:</b>		<b>Tax Exempt:</b>	Yes / No
<b>Fax:</b>			
<b>Email:</b>	soteloar@co.monterey.ca.us		

Product, Service & Equipment	Software License Payments			As Delivered	Totals	Annual Fees
	Upon Execution	Upon Available Download Date	Upon Earlier Of*			
<b>Total Applications Software</b>						
License Fees - Eagle Recorder	72,125	173,100	43,275		285,500	62,700
<b>Total Professional Services</b>						
Disaster Recovery Set up				20,000	20,000	
Implementation				178,270	178,270	
Project Management				35,280	35,280	
Data Conversion				22,000	22,000	
<b>Annual Services</b>						
Annual Escrow Fee						1,500
Basic Network Support						4,389
Tyler Disaster Recovery						20,282
Test and Training Database						12,540
<b>Totals</b>	<b>72,125</b>	<b>173,100</b>	<b>43,275</b>	<b>255,550</b>	<b>544,050</b>	<b>101,411</b>

\* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

Not To Exceed Travel cost for County is \$34,465

**Eagle Recorder / Eagle Clerk  
PRICE TOTALS**

<b>License Fees - Software</b>	<b>QTY</b>	<b>Price Per Unit</b>	<b>License Fee</b>	<b>Annual Maint. Fees</b>
<b>Base License Fee</b> (per installation of the master application)	1	26,000	26,000	5,200
<b>Full Use Licenses</b>				
Full Use (Seat) Licenses	26	5,000	130,000	26,000
<b>Public View Licenses</b>				
Public View (Seat) Licenses	10	900	9,000	1,800
<b>Forms Printing</b> (per installation of the master application)	1	Included	Included	Included
2 Number of Forms Included. Additional costs for additional form setup. Duplex printing requires a duplex printer.				
<b>Public Printing</b> (per installation of the master application)	1	included	included	included
<b>Web Application</b>				
Internet Access Module	1	25,000	25,000	5,000
<b>eCommerce for Eagle Web</b>				
*Estimated Cost. Assumes County covers 3rd party costs including establishing a Merchant Account and provides high speed Internet Access. Requires Web application, above.	1	12,500	12,500	2,500
<b>eMarriage / eForms for Web</b>				
Internet and Intranet Application for submitting applications and forms over the Internet and Intranet. Only available via public view terminals if Eagle Web option is not chosen.	1	6,000	6,000	1,200
<b>OCR - Automated Indexing</b>				
Automated Indexing Module	1	50,000	50,000 annual refresh	10,000 5,000
<b>OCR - Automated Redaction</b>				
Automated Redaction Module	1	10,000	10,000	2,000
<b>Quickdocs</b>				
Integrated Electronic Document Recording Capability	1	20,000	20,000	4,000
<b>Totals for Eagle Software and Support</b>			<b>288,500</b>	<b>62,700</b>

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**Services**

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<b>EagleRecorder Installation Services:</b>			
Analysis, Design & Site Prep	1	12,320	12,320
<b>Conversion Services</b>	1	18,000	18,000
Data & Image Upload			
Annotations	1	2,000	2,000
Redactions	1	2,000	2,000
Post go Live Upload from BMI	1	4,950	4,950
Software Staging	1	28,000	28,000
Testing & User Acceptance	1	17,920	17,920
Project Management	1	35,280	35,280
Installation of Software	1	5,040	5,040
Training Services			
On-site Training	1	34,720	34,720
Go-Live Services	1	31,500	31,500
EagleWeb Installation Services	1	8,540	8,540
OCR Installation Services	1	28,000	28,000
Quickdocs Installation Services	1	5,600	5,600
Public Printing Installation Services		1,680	1,680
Hardware Installation		20,000	20,000

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**Service Totals for Eagle Recorder / Eagle Clerk Module:****\$255,550**

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**Network Support**

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Network Support services assists in maintaining Tyler applications within a customer network. Troubleshooting of the Tyler application for connectivity issues, assistance with backup, troubleshooting of peripheral equipment, and diagnostic services in hardware/software issues and assistance with problem resolution are included.

Basic Network Support - Includes: network connectivity

**\$4,389**

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**Test and Training DB Support**

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Test and Training DB Support

**\$12,540**

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**Annual Software Escrow Agreement**

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Annual Software Escrow Agreement with 3rd Party Source Code Agent. Fees for the escrow agreement are payable by the County.

**\$1,500**

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**Disaster Recovery Services - Large County**

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Total Annual Cost

**Disaster Recovery Services - Large County**

Daily duplication of data and images for the purpose of Disaster Recovery. Includes Emergency ASP Service. Actual cost of service is dependent upon the amount of images and data being copied and the level of Disaster Recovery Service chosen.

**\$20,282**

**SERVICES**

DESCRIPTION OF SERVICES	Estimated Service Costs	Total Estimated Hours	Estimated Days On-Site
<u>Analysis, Design &amp; Site Preparation</u> Includes a Client Survey. Provides for a study of forms, workflow, hardware environment, reports, fees and other information. Provides for creation of client specific presentations, fees and forms.	12,320	88	3
<u>Conversion Services</u>	18,000	n/a	n/a
<u>Data Upload</u>	2,000	n/a	n/a
<u>Redactions</u>	2,000	n/a	n/a
<u>Annotations</u>			
<u>Post Go Live BMI upload</u>	4,950		
<u>Staging of Software</u> Includes professional services for all staging of all the software components (search screens; labels; workflow; lookups; indexing macros; tables and lists; document codes; current reports; forms; fees and products). Include configuration of the production and test databases.	28,000	200	0
<u>Testing and User Acceptance</u> Includes professional services for user testing and acceptance of all the software components (search screens; labels; workflow; lookups; indexing macros; tables and lists; document codes; current reports; forms; fees and products).	17,920	128	0
<u>Project Management</u> Includes estimated professional services for project management and general project development. Project management includes meetings with end user staff members for development of work requirements, resources required (Client and Tyler), project management and project tracking. Specify software modifications / enhancements and design if required. Develop Project Plan and Schedule. Develop Conversion Upload Plan and Schedule. Develop Staging, Installation, Training and Implementation Plan.	35,280	252	0
<u>Installation</u> Includes estimated professional services for installation of the software and any hardware quoted herein. Includes configuration of database and application servers.	5,040	36	0
<u>Training Services</u>			
<u>Training and Implementation</u> Includes estimated professional services for training and implementation required for a successful implementation of the project.	34,720	248	30
<u>Go-Live Services</u> Includes estimated professional services for Go-Live implementation and transition.	31,500	225	30
<u>EagleWeb Installation Services</u>	8,540	36	n/a
<u>Quickdocs Installation Services</u>	5,600	40	n/a
<u>OCR Installation Services</u>	28,000	200	n/a
<u>Public Printing Installation Services</u>	1,680	12	n/a
<u>Hardware Installation</u>	20,000		
<b>Fixed Services Total</b>	<b>\$255,550</b>		

Contractor shall not bill County more than the not-to-exceed amount as listed above for installation/implementation services, without County's prior written consent, signed by an official with authority to bind the County, in a change order or addendum, as applicable.

**Section II – Travel Expenses**

Contractor shall bill County Travel Expenses as incurred and only in accordance with Contractor’s Business Travel Policy and Section 21.4 of the Agreement. Contractor shall obtain County’s prior, written approval for any travel and out-of-pocket expense which exceed \$34,465. Contractor shall be responsible solely responsible for all travel and out-of-pocket expenses incurred in excess of this amount without County’s prior, written approval. All travel and out-of-pocket expenses shall comply with Contractor’s Travel Policy, attached as Exhibit F.

**Section III – Recurring Annual Fee (Excluding Escrow Fees)**

<b>MAINTENANCE AND SUPPORT</b>	<b>ANNUAL FEE</b>
1. Year One	\$99,911
2. Year Two	\$102,908
3. Year Three	\$105,995
<b>TOTAL</b>	<b>\$ 308,814</b>

<b>ESCROW ACCOUNT</b>	<b>ANNUAL FEE</b>
1. Year One	\$1,500
2. Year Two	\$1,500
3. Year Three	\$1,500
<b>TOTAL</b>	<b>\$4,500</b>

**Section IV – Invoicing and Payment Policy**

Invoicing: Contractor will invoice County for the applicable license fees, products, and implementation services in the Pricing and Compensation Plan as set forth below. The County’s rights to dispute any invoice are set forth in the Agreement.



<b>Payment Milestones</b>	
<b>Software, Implementation and Service</b>	<b>Total Fees</b>
<b>Milestone 1 - Initial Download of Eagle Recorder/Eagle Clerk Software</b>	30% of Software
<b>Milestone 2 - Project Initiation &amp; Planning</b>  Kickoff Meeting Project Plan Onsite BPR	20% of Services
<b>Milestone 3 - UAT</b> Completion of UAT	30% of Services, 60% of Software
<b>Milestone 4 - Completion of Eagle Recorder/Eagle Clerk User Training</b> Providing TylerU and onsite training of Train the Trainer staff Bulk Conversion Delivery	30% of Services
<b>Milestone 5 - Go Live</b> Gap Conversion	10% of Software, 20% of Services
<b>Totals</b>	100% of Software 100% of Services

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as provided in the table above; provided, however that if any license fee payment milestone is delayed after the milestone deadline set in the project schedule, and such delay is not caused solely by Tyler or on account of Tyler's action or inaction, then payment for such license fee payment milestone shall be due on the original milestone deadline date. If such milestone delay is caused solely by Tyler's failure to perform, the license fee payment will be postponed by the corresponding number of days of Tyler's failure to perform.

## 1.2

*Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Subsequent maintenance and support fees are payable on the anniversary of that earlier-of date, are invoiced annually in advance of each anniversary thereof. Prices for years one through three are as listed in the Pricing and Compensation Plan. County's subsequent maintenance and support fees for each subsequent year will be set, at Contractor's then-current rates, and will be invoiced annually in advance on the anniversary of that earlier-of date.

## 2. Professional Services.

2.1 *Installation/Implementation and Other Professional Services (including project management and training):* Installation/Implementation and other professional services (including training) listed in the Pricing and Compensation Plan and Statement of Work (including project management and training) are payable in the amounts and on the billed upon signoff of the associated milestones, as set forth in the table above and the SOW. Such signoff not to be unreasonably withheld; provided, however that if any services payment milestone is delayed after the milestone deadline set in the project schedule, and such delay is not caused by Tyler or on account of Tyler's action or inaction, then payment for such services payment milestone shall be due on the original milestone deadline date. If such milestone delay is caused solely by Tyler's failure to perform, the services payment will be postponed by the corresponding number of days of Tyler's failure to perform. Total amounts of fees for *Installation/Implementation and Other Professional Services (including project management and training)* listed in the Pricing and Compensation Plan and Statement of Work shall not exceed the not-to-exceed amounts as listed in Section I of this Exhibit B, without County's prior written consent in a change order or addendum, as applicable, not to be unreasonably withheld. A change order shall only be applicable to the County's requests for services that are outside of the scope described in the SOW. Additional Services outside the scope of the Statement of Work, if any, will be invoiced as delivered.

2.2 *Requested Modifications to the Tyler Software:* At this time, no modifications have been requested. Contractor's hourly rate for modifications is currently \$250, and is subject to change after the first twelve (12) months following execution of this Agreement. Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification, or as otherwise agreed to by the parties in writing. County must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

## 3. Other Services and Fees.

3.1 *Disaster Recovery Services:* Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for

additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when contractor makes it available to County for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when Contractor makes it available to County for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.

4.4 *Third Party Escrow Fees:* The first year third party escrow fees are invoiced upon the Effective Date. Subsequent third party escrow fees are invoiced annually in advance of each anniversary thereof. Fees for the first three (3) years of the Agreement are provided in Section III above, and subsequent years shall be at then-current rates.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. Contractor prefers to receive payments electronically. Contractor's electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating

**EXHIBIT C**  
**County Requirement and Scope of Work**

**A. Software System**

Eagle Recorder/Eagle Clerk Document Management System

**B. Installation & Implementation**

See Appendix A- Statement of Work/Software and Implementation Services

**C. Maintenance and Support**

1. Term. Contractor provides maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date. The County shall have the option to renew the Agreement for two (2) additional one-year periods for maintenance and support services, contingent on the availability of funds. The County shall give Contractor ninety (90) days written notice of its intent to renew the Agreement for maintenance and support services prior to the expiration date of the current Agreement term. In the absence of any notification to renew, the Agreement shall automatically terminate on the expiration date of the then current term. Notwithstanding the foregoing, in the event the County pays the Contractor's invoice for annual maintenance and support fees for the next annual term, County shall be deemed to have exercised its option to renew the Agreement for such additional one year term.

2. Maintenance and Support Fees. The County's initial maintenance and support fees for the Tyler Software licensed to the County are listed in the Pricing and Compensation Plan of the Agreement. Those amounts are payable in accordance with the Invoicing and Payment Policy. Contractor reserves the right to suspend maintenance and support services if the County fails to pay undisputed maintenance and support fees within sixty (60) days of the due date. Contractor will reinstate maintenance and support services only if the County pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as the County is trained on the Tyler Software, and timely pays its maintenance and support fees, Contractor will, consistent with its then-current Support Call Process:

3.1 perform its 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 the Agreement (limited to the then-current version and the immediately prior version); provided, however, that if the County modifies (other than application configuration done through the Tyler Software's graphic user interface) the Tyler Software without Contractor's consent, Contractor's obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

- 3.2 provide telephone support during Contractor's established support hours;
- 3.3 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;
- 3.4 provide the County with a copy of all releases to the Tyler Software (including updates and enhancements) that Contractor makes available as general releases without additional charge to customers who have a maintenance and support agreement in effect; and
- 3.5 provide support of prior releases of the Tyler Software in accordance with Contractor's then-current release life cycle policy, excluding however, support to resolve Defects in prior releases of the Tyler Software. For clarity, County acknowledges and agrees that in the event County fails to update its version of the Tyler Software to a newer release that fixes a Defect, Tyler is under no obligation to provide support to resolve the Defect(s) which would otherwise be resolved by County updating to a newer release. In addition, County acknowledges and agrees that Tyler is under no obligation to provide support for prior releases which Tyler has stopped supporting according to Tyler's then-current release life cycle policy.

4. Client Responsibilities. Contractor will use all reasonable efforts to perform any maintenance and support services remotely. Currently, Contractor uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the County agrees to maintain a high-speed internet connection capable of connecting Contractor to the County's PCs and server(s). The County agrees to provide Contractor with a login account and local administrative privileges as Contractor may reasonably require to perform remote services. Contractor will, at its option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols imposed by County. If Contractor can't resolve a support issue remotely, Contractor may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. In such event, the County agrees to provide Contractor 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 Contractor to provide the maintenance and support services, all at no charge to Contractor. Contractor strongly recommends that the County also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If County is a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of County's peripheral systems or other software is the cause of the issue, Contractor will notify County so that County may contact the support agency for that peripheral system. Contractor cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

- (a) All infrastructure executing Tyler Software shall be managed by County;
- (b) County will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) County will perform daily database backups and verify that those backups are successful.

6. 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 Contractor 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 Contractor's normal business hours as listed in Contractor's 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 the County at Contractor's then current rates. Contractor does not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. Contractor reserves the right to decline support calls from users who have not received the required training on the Tyler Software.

7. Current Support Call Process. Contractor's current Support Call Process for the Tyler Software is as follows:



## Support Call Process

### Support Channels

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

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

### *Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

## Support Availability

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

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

## Issue Handling

### *Incident Tracking*

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

### *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 chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the 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 lost or corrupted data is limited to assisting the client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the 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. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

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

1. Level 1: front-line representatives
2. Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
3. Level 3: assist in incident escalations and specialized client issues
4. Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

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:

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.

Email – clients can send an email to software support in order to escalate the priority of an issue

On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

**EXHIBIT D INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICES CONTRACTS  
(e.g. Medical, Legal, Financial services, etc.)**

Insurance

Without limiting the Contractor's indemnification obligations to the County, as set forth in the Agreement, Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage's and provisions:

A. Evidence of Coverage

Prior to commencement of services pursuant to this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without Contractor providing 30 days' prior written notice of such cancellation to be delivered to the County of Monterey or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence -\$1,000,000
- b. General aggregate -\$2,000,000
- c. Personal Injury -\$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations

- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the County as additional insured and the Certificate of Insurance shall include the following:

County of Monterey, and members of the Board of Supervisors of the County of Monterey, and the officers, agents, and employees of the County of Monterey, individually and collectively, shall be additional insureds to the general liability policy when required by written contract.

Insurance afforded by the additional insured endorsement shall apply as primary insurance for claims for which Contractor is responsible, and other insurance maintained by the County of Monterey, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy for claims for which Contractor is responsible..

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) aggregate
- b. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

In the event coverage is written on a claim made basis in addition to coverage requirements above:

- a. Policy retroactive date must coincide with or precede the Contractor's start of work (including subsequent policies purchased as renewals or replacements).

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by standard insurance coverages on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be, upon written request, disclosed in writing to the County. The County may request, in writing, satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

## EXHIBIT E

### VENDOR REMOTE ACCESS AGREEMENTS

#### 1. Scope of Access

- a. "Remote Access" is the act of accessing County of Monterey ("County") systems from a non-County network infrastructure. "Systems" include personal computers, workstations, servers, mainframes, phone systems, and/or any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices).
- b. County hereby grants Remote Access privileges for Contractor to access the following County systems, at the locations listed, collectively referred to as "IS," in accordance with the terms of the Agreement:

County Systems: \_\_\_\_\_

- c. All other forms of access to the named Systems, or to any County System that is not specifically named, is prohibited. County acknowledges that Contractor has recommended use of a third-party secure unattended connectivity tool called Bomgar. County further acknowledges that Tyler will not be responsible for delays in service or support resulting from County's election to not use this tool.
- d. Remote Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in the Agreement including, but not limited to, supporting Contractor-installed programs. Any access to IS and/or County data or information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any penalty allowed by law.
- e. County will review the scope of Contractor's Remote Access rights periodically. In no instance will Contractor's Remote Access rights be reduced, limited or modified in a way that prevents or delays Contractor from performing its obligations as set forth in the Agreement. Any modifications to Remote Access rights must be mutually agreed to in writing by County and Contractor.

#### 2. Security Requirements

- a. Contractor will not install any Remote Access capabilities on any County owned or managed system or network unless such installation and configuration is approved in writing by County's and Contractor's respective designees.

- b. Contractor may only install and configure Remote Access capabilities on County systems or networks in accordance with industry standard protocols and procedures, which must be reviewed and approved by County's designee.
- c. Contractor will only Remotely Access County systems, including access initiated from a County system, if the following conditions are met:
  - 1. Contractor will submit documentation verifying its own network security mechanisms to County for County's review and approval. The County requires advanced written approval of Contractor's security mechanisms prior to Contractor being granted Remote Access.
  - 2. Contractor Remote Access must include the following minimum control mechanisms:
    - a. Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County site to Contractor site Virtual Private Network (VPN) infrastructure.
    - b. Centrally controlled authorizations (permissions) that are user specific (e.g., access lists that limit access to specific systems or networks).
    - c. Audit tools that create detailed records/logs of access attempts.
    - d. All Contractor systems used to Remotely Access County systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.
    - e. Access must be established through a centralized collection of hardware and software centrally managed and controlled by County's and Contractor's respective designees.
  - 3. Monitoring/Audit

County will monitor access to, and activities on, County owned or managed systems and networks, including all Remote Access attempts. Data on all activities will be logged on a County managed system and will include the date, time, and user identification.
  - 4. Copying, Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County IS unless otherwise stated in the Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations as set forth in the Agreement.
  - 5. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect County's data to which Contractor has access from unauthorized access. Prior written approval is required before Contractor may access County networks or systems from non-County owned and/or managed networks or systems. Such access will be made in accordance with industry standard protocols and procedures as mutually agreed upon and will be approved in writing by County in a timely manner. Remote Access must include the control mechanisms noted in Paragraph 2.c.2 above.

6. Person Authorized to Act on Behalf of Parties

The following persons are the designees for purposes of this

Agreement: Contractor: Title/ Designee \_\_\_\_\_

County: Title/ Designee \_\_\_\_\_

Either party may change the aforementioned names and or designees by providing the other party with no less than three (3) business days prior written notice.

7. Remote Access Provisions Contractor agrees to the following:

a. Only staff providing services or fulfilling Contractor obligations under the Agreement will be given Remote Access rights.

b. Any access to IS and/or County information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.

c. An encryption method reviewed and approved by the County will be used. County is solely responsible and liable for any delay or failure of County, as applicable, to approve the encryption method to be used by Contractor where such delay or failure causes Contractor to fail to meet or perform, or be delayed in meeting or performing, any of its obligations under the Agreement.

d. Contractor will be required to log all access activity to the County. These logs will be kept for a minimum of 90 days and be made available to County no more frequently than once every 90 days.

8. Remote Access Methods

a. All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County.

b. A Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.

c. Contractor agrees to abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for



each applicable Remote Access Method; if a method is inapplicable, please check the box marked N/A).

1. VPN Site-to-Site      Primary      Backup      N/A

The VPN Site-to-Site method involves a VPN concentrator at both the vendor site and at the County, with a secure "tunnel" opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the designated software, devices and systems within the County, as specified above in Paragraph 1.b, from selected network-attached devices at the vendor site.

2. VPN Client Access      Primary      Backup      N/A

In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

A CryptoCard will be issued to the Contractor in order to authenticate Contractor staff when accessing County IS via this method. The Contractor agrees to the following when issued a CryptoCard authentication device:

- a. Because the CryptoCard allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the CryptoCard as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. The CryptoCard is a County-owned device, and will be labeled as such. The label must remain attached at all times.
- c. The CryptoCard must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the CryptoCard will be kept under Contractor control.
- e. The CryptoCard is issued to an individual employee of the Contractor and may only be used by the designated individual.
- f. If the CryptoCard is misplaced, stolen, or damaged, the Contractor will notify County by phone within one (1) business day.
- g. Contractor agrees to use the CryptoCard as part of its normal business operations and for legitimate business purposes only.
- h. The CryptoCard will be issued to Contractor following execution of this Agreement. The CryptoCard will be returned to the County's designee within five (5) business days following contract termination, or upon written request of the County for any reason. Contractor will notify

County's designee within one working day of any change in personnel affecting use and possession of the CryptoCard. Contractor will obtain the CryptoCard from any employee who no longer has a legitimate need to possess the CryptoCard. Lost or non-returned CryptoCards will be billed to the Contractor in the amount of \$300 per card.

- i. Contractor will not store password documentation or PINs with CryptoCards.
- j. Contractor agrees that all employees, agents, contractors, and subcontractors who are issued the CryptoCard will be made aware of the responsibilities set forth in this Agreement in written form. Each person having possession of a CryptoCard will execute this Agreement where indicated below certifying that they have read and understood the terms of this Agreement.

3. County-Controlled VPN Client Access. Primary. Backup .N/A

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the CryptoCard authentication token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes. When the Contractor needs to access County IS, the Contractor must first notify the County's designee.

The County's designee will verify the PIN number provided by the Contractor. After verification of the PIN the County's designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County's IS. Contractor agrees to the following:

- a. Because the PIN number allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. The PIN number is confidential, County-owned, and will be identified as such.
- c. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor control.
- e. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.
- f. If the PIN number is compromised or misused, the Contractor will notify the County's designee within one (1) business day.
- g. Contractor will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- h. The PIN number will be issued to Contractor following execution of this Agreement.
- i. The PIN number will be inactivated by the County's designee within five (5) business days following contract termination, or as required by the County for any reason.

4. Manually Switched Dialup Modem Primary . Backup N/A

Although not generally used, the Contractor may be provided Remote Access to County IS using a dialup modem. Contractor agrees to the following if using Switched Dialup Modem access:

- a. Contractor will use reasonable efforts to notify the County's Technical Services Manager or designee at least ½ hour prior to access to allow County to activate the Switched Dialup Modem connection. Contractor will give the estimated time that the connection will be required, and specify when the access can be deactivated by County.
- b. County acknowledges that Contractor may not be able to provide certain of its services (including, but not limited to, implementation services, maintenance and support (including Standard Support Services) and training services) using a Switched Dialup Modem connection.
- c. County is solely responsible and liable for any inability or delay in Contractor performing its obligations under the Agreement where such inability or delay is caused by the use of a Switched Dialup Modem connection.

Signatures of Contractor Employees receiving CryptoCards (if issued by County):

**CONTRACTOR:** \_\_\_\_\_

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

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

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

**CONTRACTOR:** \_\_\_\_\_

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

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

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

**CONTRACTOR:** \_\_\_\_\_

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

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

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

EXHIBIT F  
CONTRACTOR TRAVEL POLICY

**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and

ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

#### B. Rental Car

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

#### C. Public Transportation

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

#### D. Parking & Tolls

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

### 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates. Contractor agrees that it will request government rates for lodging, and if such rates are not made available, Contractor shall use commercially reasonable best efforts to obtain the most economical rates available for lodging.

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

**EXHIBIT G**  
**SOFTWARE SOURCE CODE ESCROW AGREEMENT**  
**TERMS AND CONDITIONS**

IN CONSIDERATION OF the terms and conditions of this Software Source Code Escrow Agreement ("Escrow Agreement"), and the Agreement entered into between CLIENT and Tyler Technologies, to which this Exhibit G is attached, and other good and valuable consideration, the parties hereto agree as follows:

**ESCROW AGREEMENT.** Tyler Technologies agrees to name Monterey County, hereinafter CLIENT, as a beneficiary in accordance with the provisions of the Software Escrow Service Agreement Tyler Technologies maintains with an independent escrow service.

**PRICE.** CLIENT agrees to pay an initial start-up fee of \$1,500.00, due upon execution of this Escrow Agreement. Tyler agrees to hold the rate of \$1,500.00 per year through the five (5) year anniversary of the Agreement's Effective Date. All future annual payments after the initial start-up fee payment will be invoiced in the month prior to the renewal date and will be due in full for this Escrow Agreement to continue in effect.

**SOFTWARE SOURCE CODE COVERED.** This Escrow Agreement applies to all Tyler Software Products for which CLIENT has paid the full agreed upon price of the Tyler Software license. If CLIENT acquires additional Tyler Software Products in the future, such software shall also be covered by this Escrow Agreement. If CLIENT fails to pay the Escrow fee when due, Tyler Technologies shall have the right in its sole discretion to suspend its performance or terminate this Escrow Agreement.

**TERM.** This Escrow Agreement shall become effective on the date executed by an officer of Tyler Technologies and shall have a term ending upon the last day of the month one year following that date, unless extended in accordance with the terms contained in this Escrow Agreement.

A. CLIENT shall have the option to extend this Escrow Agreement for four (4) additional one year terms subject to availability of funds for so long as (1) CLIENT gives Tyler Technologies ninety (90) calendar days written notice of its intent to renew prior to the expiration date of the current Escrow Agreement term (2) CLIENT pays the Escrow fee when due and (3) CLIENT continues to use any of the Tyler Software Products for which CLIENT has paid the full agreed upon price of the Tyler Software license(s). Notwithstanding the foregoing, if the events described in (2) and (3) above occur, Client will be deemed to have renewed the Escrow Agreement. CLIENT, at its option, may elect not to renew at any time, by providing Tyler Technologies at least thirty days prior written notice of CLIENT's intent not to renew. Fees for subsequent years are subject to change after the five (5) year anniversary of the Agreement's Effective Date.



PROVISIONS. As a minimum requirement, Tyler Technologies agrees to provide the following service to CLIENT through an escrow agreement:

1. Tyler Technologies will maintain a software escrow service agreement with an independent escrow service provider.
2. Tyler Technologies will deposit a current copy of source code for all licensed Tyler Software Products and will update the deposit when a major revision of the software is released.
3. If Tyler Technologies chooses to change the provider of the escrow service, Tyler Technologies will notify CLIENT of the name and address of the new escrow service provider.
4. The provisions included in the escrow service agreement will include provisions for CLIENT (as the beneficiary) to receive access to the Tyler Software Products source code when the escrow service provider has received written instruction directly from Tyler Technologies (or its successor or assigns), Tyler Technologies' trustee in bankruptcy, or a court of competent jurisdiction and payment to the escrow service provider of the deposit copying and delivery fees, then the escrow service provider will release a copy of the deposit materials to CLIENT.

## APPENDIX A

### STATEMENT OF WORK/SOFTWARE AND IMPLEMENTATION SERVICES

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Prepared for:

***County of Monterey***

Prepared by:

Tyler Technologies, Inc.  
[www.tylertechnologies.com](http://www.tylertechnologies.com)

### PROJECT SCOPE & SUMMARY

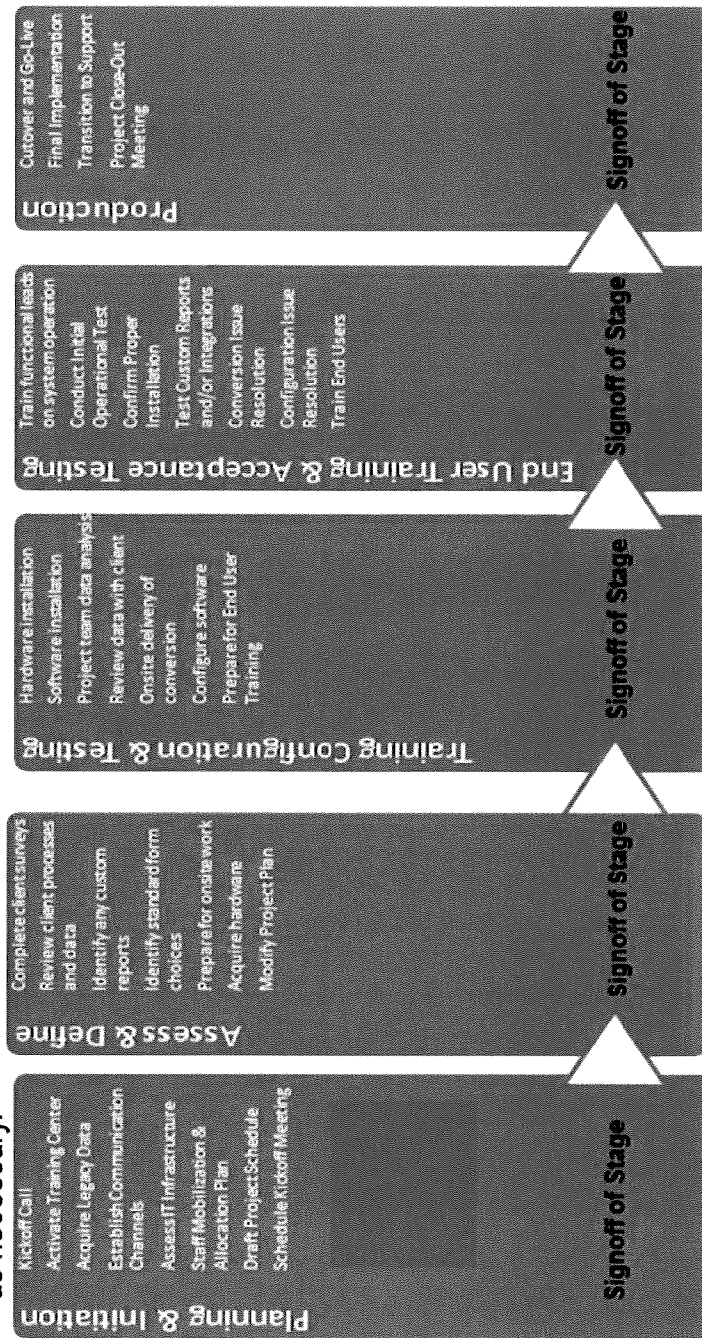
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

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

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

# Implementation Stages

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



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-

Acknowledgement Form (see SOW Attachment A-(Sample) Work Acknowledgement Form) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage; therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

The duration of each task or stage within the project is defined within the project plan. Acceptance of each task or stage of the project should occur within one week of the completion of each task or stage. In the event the Client has disputes over completion of tasks or stages, those concerns must be communicated to the Tyler Project Manager within one week of completion of tasks or stages to determine a resolution plan to the issues as communicated.

### **DATA CONVERSION**

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

Attachment E – Conversion Detail of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

### **INVOICING AND CLIENT SIGNOFFS**

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

### **KEY PROJECT ASSUMPTIONS**

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, as long as Client has an existing support and maintenance agreement in effect, Tyler will provide Client with a copy of all major and minor releases to the Tyler Software that Tyler make generally available without additional charge to customers who have a maintenance and support agreement in effect. Tyler will provide assistance installing newer releases during Tyler’s normal business hours. Release notes are provided for all new versions.

- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
  - help.tyleru.com
  - tyleru.com
  - tylertech.com
  - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3<sup>rd</sup> 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.

### **TYLER SOFTWARE VERIFICATION AND ACCEPTANCE**

The principles set forth in Section 18 of the Agreement (“Inspection, Test, Acceptance, Rejection and Related Rights”) apply to this project only as set forth below. These terms replace those terms set forth in Section 18, including all subsections 18.1-18.6.

- Inspection of the software will be satisfied by Tyler’s confirmation to the Client that the software has been installed on the Client’s environment with state standard metadata. (Metadata will be modified as part of the Client-specific services to meet the unique configuration of the Client, and within the existing design of the software). Inspection shall take place within the timeframe set forth in the project plan.
- Testing, approval and acceptance of the software will be satisfied according to the User Acceptance Testing (UAT) process set forth in the project implementation

binder. As part of that process, it is the Client's responsibility to create the test scripts. That UAT process will occur within the timeframe established in the project plan.

- If a test instance is purchased by the Client, Tyler will install a separate testing and production environment. The size of the test system and corresponding database and server storage will be determined by the metadata and desired volume of records, as mutually agreed by the Client and Tyler.
- The Client will be asked to acknowledge satisfactory completion of each stage of the project as defined in Implementation Stages above before moving on to the next stage of the project. The Client is provided five (5) business days to accept each stage of the project, indicated within the project plan and by delivery of an acceptance form from Tyler. Notwithstanding the foregoing, the Client and Tyler agree to negotiate in good faith to extend the time frame for Client's acceptance on a case by case basis in the event the Client requests a longer acceptance period. If the Client identifies reasons to not accept a specific stage, the Client is required to communicate in writing to the Tyler project manager the reasons for not accepting a stage. As each stage builds on the previous one, the Client is required to define all use cases and functional requirements as part of Assess and Define. Training Configuration and Testing and End User Training and Acceptance will validate delivery of the system in a production environment based on the use cases and requirements defined in Assess and Define stage. This method allows the Client to identify any concerns to Tyler early on in the project, in order for those issues to be addressed.
- Only Tyler (or a third party authorized by Tyler) may modify the software. After go-live, Tyler and any subcontractor engaged by Tyler will continue to provide and maintain a production and test instance (if purchased) of the Tyler software. After go-live, all software updates will be made to the test environment first (if purchased), and will then be cutover to the production environment.
- Tyler will give the Client access to Tyler Community, where Tyler will provide release notes to the Client for all software updates, which the Client can maintain for its reference at its discretion.
- Throughout the implementation, Tyler agrees to comply with all applicable federal, state and local laws and regulations application to its delivery of the licensed software. If the Client discovers that any aspect of the Tyler implementation deviates from those laws and regulations, or from the terms of this Statement of Work, then the Client must notify the Tyler Project Manager immediately. In the event of a confirmed deviation, Tyler will take appropriate corrective action within a commercially reasonable timeframe.
- Acceptance by the Client of late or partial performance of any task or deliverable outlined in this Statement of Work or the project plan the parties create upon contract signing will not waive Client's other rights under the Agreement.

## OUT OF SCOPE

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

**Custom Programming** - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in Attachment F-Customizations. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be an Attachment F to this document.

**Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in Attachment F- Customizations. If there are no customizations to the software, there will be no Attachment F to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.

**Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in Attachment F-Customizations.

**Custom Reports** –Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in Attachment F-Customizations.

- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available,

is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

## **RISK / MITIGATION STRATEGY**

### **Unavailability/Incompatibility of Staff**

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

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

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

### **Client Staff unavailability**

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

**Mitigation:** Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion.

Decisions must be made in hours and days, not weeks.

### **Scope Changes**

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

**Mitigation:** Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.



### Activity Focus

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

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

### Incomplete Legacy, Interface Documentation

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

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

### Achievable Goals

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

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

### Technology Age

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

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

### CRITICAL SUCCESS FACTORS

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

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Client Participation** – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.
- **Acknowledgement Process** – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

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

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

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

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders

before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

To properly document changes to a project scope, Tyler utilizes Change Control Forms. These forms document basic information about a requested change – such as person requesting change, date, cost, effect and details about the change. Each change must be authorized by both the Client Project Manager and Tyler's Project Manager. To fully understand the impact of any change, the Tyler Project Manager must consult with the Tyler Implementation Manager who has oversight of all Tyler projects, to ensure that any proposed change will not have an adverse effect on the application; if it is determined that the possibility of adverse effects is too great, Tyler will decline to make the change.

### **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).

## **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
  
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

## SOW ATTACHMENTS LISTING

<p><b>SOW Attachment A – (Sample) Work Acknowledgement Form</b></p> <p>This form provides the means for the Client to accept work provided or provide reason for denial of a work.</p>
<p><b>SOW Attachment B – (Sample) Change Order Form</b></p> <p>Any change in the project must have a completed and approved Change Order.</p>
<p><b>SOW Attachment C - Hardware / Software Requirements</b></p> <p>This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.</p>
<p><b>SOW Attachment D – Standard Interfaces</b></p> <p>This document provides a summary description of the purpose and function of the interface along with field specifications.</p>
<p><b>SOW Attachment E – Conversion Detail</b></p> <p>Provides a description of the conversion process and legacy data specifications for each application suite.</p>

**ATTACHMENTS**





**Attachment B– Change Order Form**

Change Order Form

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

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

**Change Overview:**

**Narrative Description of Change:**

--

**Impact of Change:**

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

Task	Proposed Date Changes

**Cost Impact:**

Change Detail	Credit	Debit	Total

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

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

Date Approved	Comments	Approved By	Signature

## Attachment C – Hardware/Software 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

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

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

<b>Eagle Recorder / Eagle Clerk</b>	# of documents processed per year	NA (0) 0-75,000 documents (1) 75,001 – 150,000 (5) 150,001+ (11)
-----		
<b>Eagle Assessor/ Eagle Appraiser</b>	# of parcels	NA (0) 0-20,000 parcels (1) 20,001-40,000 (5) 40,001-75,000 (7) 75,001+ (11)
-----		
<b>Eagle Treasurer</b>	# of parcels	NA (0) 0-20,000 parcels (1) 20,001-40,000 (5) 40,001-75,000 (7) 75,001+ (11)
-----		
<b>TCM/ Eagle Minutes</b>	# of documents processed per year	NA (0) 0-25,001 documents (1) 25,001–75,000 (5) 75,001–150,000 (6) 150,001 + (10)
-----		

***Total Point Value***

**SPECIFICATIONS**

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

- The single server configuration is denoted as “Single”.
- Dual server configurations are broken into Application Server (AS) and Database Server (DB) requirements.

Component	Requirement	Specifications						
		TOTAL POINT VALUE						
		1–5		6–10		11–30		31+
		Single		AS	DB	AS	DB	
<b>Processor</b>	Xeon Quad Core (>2.0GHz) <sup>1</sup>	•	•	•	•	•		Contact Tyler for custom specifications.
<b>Memory</b>	GB RAM	16	8	16	16	32		
<b>Available Disk Space<sup>2,3</sup></b>	Bus 1	100 GB	100 GB	100 GB	100 GB	100 GB		
	Bus 2	500 GB	500 GB	1 TB	500 GB	3 TB		

<sup>1</sup> If running in a virtual environment, four virtual cores are needed.

<sup>2</sup> Tyler’s standard maintenance plan includes an automatic backup of your database in this disk space.

<sup>3</sup> If you use Recorder or TCM, these storage requirements may increase. See page 70 for details.

**About Application Servers**

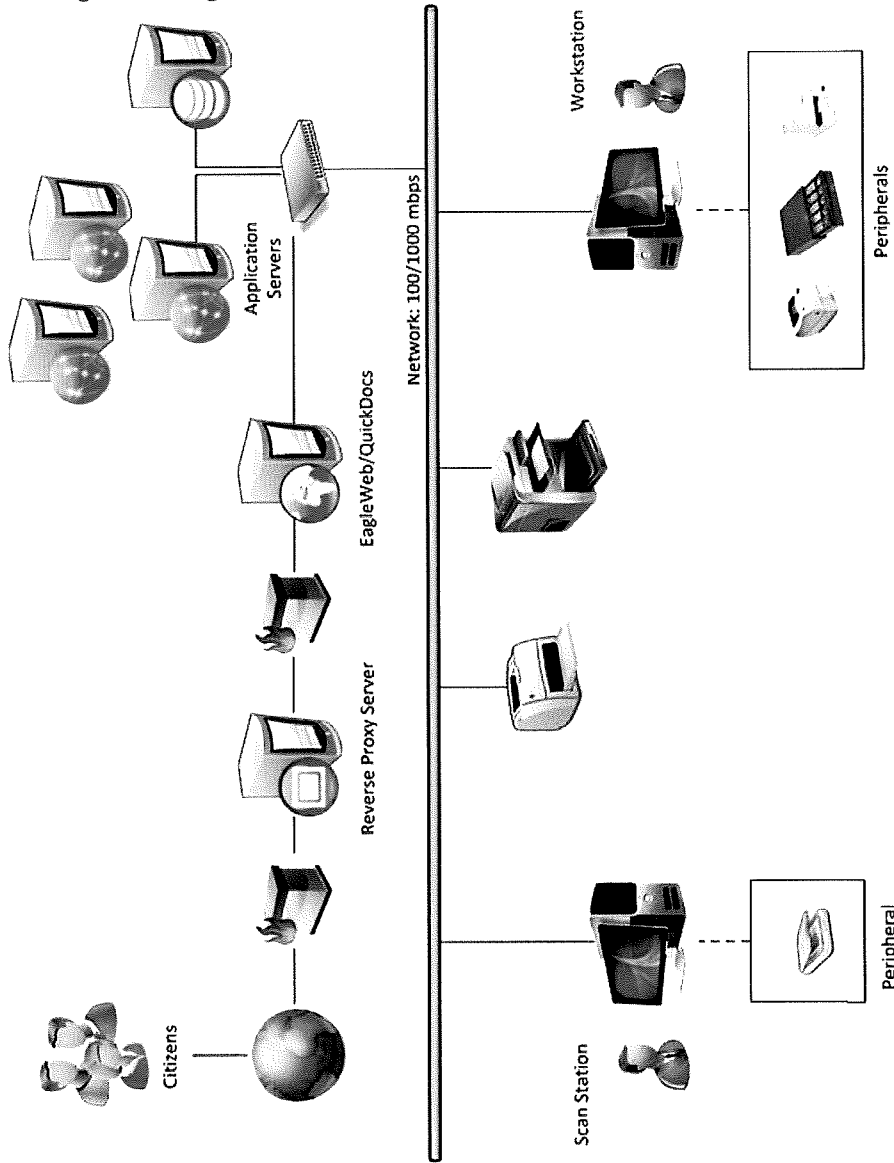
For each application you use, you will need an Application Server. The preceding chart clarifies the specifications needed for each server.

**EagleWeb & EagleQuickdocs Users**

You will also need a web server with 2–4 cores and 2–4 GB of memory, depending on the amount of data you will be storing. For secure web access, you will need to purchase an SSL certificate.

# REQUIREMENTS

## Configuration Diagram



## Server Configuration

Component	Requirement	
<b>General Server</b>	Dedicated Server	
	MS Windows Certified Server <sup>4</sup>	
	Removable Media (for backups)	
<b>Operating System</b>	Gigabit Ethernet	
	MS Windows 2008 R2 Server (x64)	
<b>Database Component</b>	Oracle 11Gr2 (x64)	
	MS SQL Server 2008 (x64) Standard or Enterprise <sup>5</sup>	
<b>Network Environment</b>	Domain w/ Active Directory Services	
	For OS	SAS RAID1
<b>Hard Drive Arrays</b>	For SQL, Transaction Logs, DB files, and Eagle program files	SAS RAID 5 or SAS RAID10

<sup>4</sup> Nationally recognized brand

<sup>5</sup> If running a dual server configuration, this is only needed on the database server.

## Workstation

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

<sup>6</sup> Nationally recognized brand

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

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

## Browser Compatibility

Eagle products are compatible with these browsers:

<b>Web</b>	<b>Mobile<sup>10</sup></b>
------------	----------------------------

<ul style="list-style-type: none"> <li>• IE 7+<sup>9</sup></li> <li>• Chrome<sup>9</sup></li> <li>• Firefox 4+<sup>9</sup></li> <li>• Safari 5+</li> </ul>	<ul style="list-style-type: none"> <li>• Safari 5+</li> <li>• Android Browser</li> </ul>
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<sup>9</sup> These browsers are tested regularly for compatibility; the others are not tested regularly but are supported.

<sup>10</sup> Mobile interfaces do not offer the best environment for EagleWeb users; however, these browsers are supported and can run the EagleWeb interface.

**Peripherals**

**Cashiering Equipment**

Equipment	Model
Receipt Printer	Epson 6000 <sup>11</sup>
Label Printer	Zebra Thermal Transfer Printer TLP2844
Cash Drawer	MMF MediaPLUS Automated Cash Drawer with USB or APG Vasario Cash Drawer BL1616
Check Scanner	Canon CR-180

<sup>11</sup> Epson 6000 Thermal Receipt Printers require USB ports but can be configured for Ethernet with optional adapters.

**Printer Compatibility Chart**

Your printer must meet these requirements to be compatible with Eagle.

Printer Type	Reports	Forms	Additional Criteria
Any Laser Printer <sup>12</sup>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PCL 5 or above

<sup>12</sup> Dot matrix printers are not supported. HP Printers are highly recommended.

**Scanner Compatibility Chart**

Scanner Brand	Scanner Model
<b>Canon</b>	• DR-5010C
	• DR-2510C
	• DR-4010C
	• DR-3010C
	• DR-M160
<b>Fujitsu</b>	• Fi-6110
	• Fi-6670
	• Fi-6240Z
	• Fi-6130Z
<b>Graphlex</b>	• CS500 Pro <sup>13</sup>
<b>Hewlett Packard (HP)</b>	• ScanJet 8250 <sup>13</sup>
	• ScanJet 8350 <sup>13</sup>
	• DR-X10C
	• DR-7550C
	• DR-6050C
	• DR-9050C
	• Fi-6140Z
	• Fi-6230Z
	• Fi-6770
	• ScanJet 8390 <sup>13</sup>

- Panasonic**                      • KV-S2045C<sup>13</sup>
- Xerox**                            • Documate 152<sup>13</sup>

<sup>13</sup> Not fully supported—These scanners have not been tested in our lab. They are in use by one or more customers and may have issues that have not been reported.

**Ports**

In order for Tyler to have appropriate access to the servers, the access requirements are broken down by port and related service.

**Database Ports**

The following ports are required by the databases in use.

Port	Direction	Use
1430	Inside Network	MS SQL Server
1433	Inside Network	MS SQL Server
1521	Inside Network	Oracle
5500–5502	Inside Network	Oracle Enterprise

When configuring the firewall to support access from the database into the DMZ for *EagleWeb* and *EagleQuickdocs*, use the database specific support that is built into the firewall. This allows the database to do dynamic port assignments.

**EagleWeb Ports**

These ports are required to support *EagleWeb*.

Port	Direction	Use
80	Inbound from public network	Web User Support
137–139	Inbound from public network	SMB Reports / CRIS Images
443	Inbound from public network	Secure HTTP
2003–2004	DMZ-Private Network	Access to SearchDB
6700–6710 <sup>14</sup>	DMZ-Private Network	Inter-Application communications port
<b>Database Dependent Port<sup>15</sup></b>	Across firewall	Database Communications

<sup>14</sup> Each purchased product requires 2 ports.

<sup>15</sup> The specific port is driven by the database used on the project. Please reference the database section to determine which port(s) are needed.

### EagleQuickdocs Ports

These ports are required to be open to support the *EagleQuickdocs* application.

Port	Direction	Use
80	Inbound from Public Network	Communications with submitters needing to upload data
137–139	Inbound from Document Storage Server	SMB Reports / CRIS Images (Historical Migrations only)
443	Inbound from Public Network	SMB Reports / CRIS Images with encryption
2003–2004	From search server	Search Server to Application Server Communications
6700–6702	From Applications server	Applications Server Communications
Data Base Specific <sup>16</sup>	Across Firewall	Allows <i>EagleQuickdocs</i> to place the data into the database

<sup>16</sup> The specific port is driven by the database used on the project. Please reference the database section to determine which port(s) are required.

These are the specific ranges for the IP addresses the vendors will be connecting to; each deployment is different and will include a subset of this list:

Vendor	IP Addresses
ACS	63.87.170.71, 63.87.171.123, and 63.87.171.122
Ingeo	208.53.37.132 and 65.103.254.161
Simplifile	208.53.51.8 and 72.8.113.32

In addition, allow Tyler access for testing purposes:

Tyler	67.152.239.0/27
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### Inter-Server Ports

These ports are required to be open between the servers to allow for appropriate communications between the servers.

Port	Direction	Use
137–139	Inter Server	SMB Reports / CRIS SMB Access for image conversions
1433	Inter Server	MS SQL Server
1521	Inter Server	Oracle



2003-2004	Inter Server	Search Server to Application Server Communications
6700-6710 <sup>17</sup>	Inter Server	Application Server Communications

<sup>17</sup> Each purchased product requires 2 ports.

## STORAGE REQUIREMENTS

Recorder and TCM require disk space beyond the basic Specifications listed on page 64. The additional storage requirement is calculated using several factors: the number of pages processed a year, the types of images processed, your site's expected growth rate, and a buffer, which protects you from unforeseen changes to these factors.

Image storage requirements must be calculated on a client-by-client basis and the amount of storage required is determined in pre-sales technical discussions. Since TCM can vary widely, it is good practice to discuss your specific storage needs with Tyler.

To help you calculate your site's storage needs, the Lossless Compression table below illustrates the file size associated each of the 10 different Image Types.

### Lossless Compression

Page Type	Color	DPI	Page File Size
8.5x11 TIFF	B&W	200	.05 MB
		300	.1 MB
		600	.4 MB
	Grayscale	200	1 MB
		300	6 MB
		600	24 MB
	Color	200	12 MB
		300	24 MB
		600	96 MB
8.5x11 PDF <sup>18</sup>	B&W	Page	1.3 MB

<sup>18</sup> This PDF estimate is based upon the average-size document generated directly from a Tyler application. This estimate does not include embedded fonts and is simply a representative sample.

### Estimating Storage Requirements

To estimate your storage needs, use your site's records and the previous table. For each Image Type that your site will store, identify the following values:

A

Number of pages processed a year<sup>19</sup> \_\_\_\_\_

B. Respective file size for the Image Type (MB) \_\_\_\_\_

C. Number of Years of Storage \_\_\_\_\_

D

. Growth Rate (% as decimal value) \_\_\_\_\_

Conversions Only: Existing Database Size

E. (MB)

F. A x B x C

G

. D x F

H

. E + F + G \_\_\_\_\_ Base Number

<sup>19</sup> If your site only tracks the number of documents per year, multiply that number by 5 to get your page-based number for calculating Tyler's storage requirements. The standard document size for most Tyler applications is 5 pages.

**Standard Recommendation**

- To replicate data, multiply your Base Number x 2: \_\_\_\_\_ MB

**Backup Recommendation**

- To dump the database to disk, multiply your Base Number x 3: \_\_\_\_\_ MB

**RECOMMENDED BACKUP PROCEDURES**

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

**Assessing Your Backup Needs**

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

Current Database Size	Recommended Backup and Recovery
1-300 GB	Backing up the file
301-600 GB	Dumping the SQL Bak file
601+ GB	Integrating the Backups into the Database

### Backing Up the File

A Data Dump places a file copy of the database on disk, making verification that the backup is working very simple. This backup plan is the simplest and precludes the cost of the license needed to integrate backups into the database.

### Dumping the SQL Bak File

To create backups, this system dumps blocks of data without pre-processing.

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**NOTE** If repairs become necessary, this backup method requires the recovery of the entire database. Since a single table cannot be replaced as part of the repair, the entire system has to be rolled back to the last backup point, requiring you to redo all of the work completed since the last backup occurred.

---

### Integrating the Backups into the Database

For the most complex level of database, Tyler recommends integrating the backups into the database, which allows differential or incremental—instead of full—dumps. The space requirement is also removed where the dump resided.

Should you not wish to use tape for data recovery, Tyler recommends using a standby database that uses log shipping. No additional licenses or extra capacity is required, provided there is storage available on the database server.

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**NOTE** Faster backups are available for additional cost and can be discussed on a client-by-client basis.

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### Rotating Tapes

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

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

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

### Backing Up Your SQL Database

For customers who use Microsoft SQL for the Eagle database, there are additional backup

requirements for your Eagle software. In addition to backing up the \Apache directory (and others mentioned previously), you must also back up your Microsoft SQL databases. For Eagle, the default databases should consist of at least Recorder, TCM, Assessor, and Treasurer.

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

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

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

\*The Microsoft SQL Server installation path may vary slightly per installation

- **Third-Party Backup Agent:** This method requires that you have some sort of third-party backup program (e.g., Symantec Backup Exec, Brightstor ARC Serve, etc.) which uses a SQL backup agent. These special backup agents allow the Microsoft SQL databases to be backed up while they are online.
- **Script:** You can create a script which stops the Microsoft SQL Server service before a normal tape backup and restarts the process after the tape backup is complete. This allows you to back up the \*.mdf and \*.ldf files (the database and transaction log, respectively) in:

```
C:\Program Files\Microsoft SQL Server\MSSQL\data directory*
```

If you choose this route, Tyler can assist you with creating this script at the time of the Eagle software installation.

#### **Other Directories in Eagle**

Even though program files and run times can be replaced by Tyler, Tyler strongly recommends that you back up the entire \EagleInstall folder when performing your normal backup. For Eagle, you also need to backup Root:\Program Files\Apache Software Foundation and Root:\SearchDB. As we add features and functionality to our software, the number and size of the applications and runtimes needed to run our applications will continue to grow.

#### **Watching for Signs of Failure**

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

**Accepting Responsibility**

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

**Disaster Recovery**

In case of system failure due to unforeseen disaster, Tyler recommends that you have a Business Continuity Plan, which should include a disaster recovery service. Tyler offers a disaster recovery service for an additional fee. If you haven't already purchased this plan, contact Technical Services or Sales at 1-800-646-2633 for more information.

**Attachment D– Standard Interfaces**

**\*PDFs of the CeRTNA eRecording Interface Standards and the Document Web Services API will be added when this SOW gets finalized/converted to PDF.**

## Attachment E – Conversion Detail

### EAGLE RECORDER CONVERSION SUMMARY

This document should be used as a summary of what is included in the standard conversion for the Eagle Recorder product. This is not a complete description; for a complete description refer to the Eagle Recorder Conversion Specification.

#### Client Responsibilities

1. Provide data and images in standard format
2. Provide data definition
3. Provide balancing reports at same time as data
4. Provide screen shots and survey at same time as data
5. Review the conversion prior to go live

The Standard Conversion for Eagle Recorder includes:

- All standard fields for land records, additional fields added to Notes field
- All standard fields for vital records, additional fields added to Notes field
- Images associated to the index record as described below  
\*\*This is what is possible to convert, the client is responsible for notifying Tyler of which pieces of data they have in their system to be converted.

Other data elements are handled as such:

- Table lookups, such as subdivisions and common names, are imported using tools in the product with the assistance of the consultant. The data is provided by the client in text files
- GL beginning balances are entered by client at the time of go live
- House Account balances are entered by the client at the time of go live
- Redactions and Annotations for images are an option to add on to the standard conversion
- Receipts should be printed to an electronic file (.txt or pdf) for searching and can be searched outside of the recorder application

Tyler Technologies will put the data into the final format for the conversion. We will work closely with the client during this time to ensure all data is included and correctly formatted.

The county must provide the data to Tyler in one of the following formats:

- A database dump of Microsoft SQL Server ®
- A database dump of Oracle ®
- A database dump of Microsoft Access ®
- A delimited ASCII text file(s)

A database definition that describes the above files should be sent at the same time as the file. Tyler will use the definition as a guide and will also work directly with the client and/or previous vendor to ensure all of the data is included in the conversion correctly.

## Images

Tyler can only work with and convert images that are stored in a file structure rather than a database. If the images are currently stored in a database, it is the responsibility of the county to extract them into a file structure. Tyler Technologies will create the file that maps the data to the images. The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the below image requirements are met.

Tyler Technologies standard image conversion requires images to be in the following format:

- Group IV  
TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at <http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf>
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- Black and white
- Single-page TIFF images should be stored in .001 - .0NN (for the page numbers) extensions. Multi-page TIFF images should be stored in .TIF extensions.
- Images must be oriented correctly (right side up)
- Total attachment size can be no larger than 65 Mb

The following are a few examples of items that are not included in the standard conversion. The following can be addressed through custom conversion services:

- Converting records with counts of less than 250
- Getting more than 2 pulls of data, the initial pull for review and the final pull for go live
- Running more than the 3 standard conversions, being the bulk and gap conversions
- Data cleaning – including but not limited to name clean up, punctuation in names changing, removing leading 0s from numbers, separating out legal fields
- Converting from multiple sources of data
- Extracting images from database
- Converting data or images not provided at the start of the project, all data and images must be provided at the same time
- Tyler assisting in data extraction from legacy system
- Tyler defining file layout if it is not provided
- Changing configuration after sign off
- Converting annotations and redactions
- Converting Security Paper
- Converting Historical Indexes (Grantor/Grantee books, multiple titles per page)
- Manipulating file directories for image storage