LICENSE AND SERVICES AGREEMENT

36019

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

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Client"** means the City of Long Beach Police Department, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an extraordinary event beyond the reasonable control of you or us, including governmental action, war, riot or civil commotion, fire, natural disaster, or an event described by the legal term "Act of God."
- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. You may add additional licenses at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional licenses at our then-current list price, also by executing a mutually agreed addendum.

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

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

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

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

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

5. Provision of Client Data. In the event of termination or nonrenewal of this Agreement, Tyler shall, upon Client request, provide to Client the Client SQL database then residing in Tyler's hosted environment.

6. Transition Services. Tyler shall reasonably cooperate with Client to assist with the orderly transfer of the Data in a standard file format to another provider or to Client, as determined by the Client in its sole discretion. The transition services that Tyler shall perform, if requested by Client, may include but are not limited to:

6.1 Working with Client to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the services;

6.2 Notifying all affected service providers and subcontractors of Tyler of transition activities;

6.3 Performing the transition service plan activities;

6.4 Answering questions on an as-needed basis; and

6.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

Any transition services must be requested within thirty (30) days of the notice of termination, and must be capable of completion within 180 days of the notice of termination. Transition services will be provided on a time and materials basis at Tyler's then-current rates.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the services, if any, itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.

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

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

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

6. Site Access and Requirements. At no cost to us, you agree to provide us with escorted to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.

7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the

agreed upon project deadlines and other implementation obligations outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

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

SECTION D – MAINTENANCE AND SUPPORT

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

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

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

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

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

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

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

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

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

SECTION F – HOSTING SERVICES

1. We will engage a third party service provider in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. As of the Effective Date, and subject to the terms of Section F(3), the third party service provider is Amazon Web Services. You agree to pay those fees according to the Invoicing and Payment Policy. The fees contained in the Investment Summary are subject to annual increases. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.

2. Hosting Services are provided on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. IN the event of a migration, we agree to continue to fulfill our obligations under the Agreement, including our compliance with CJIS Security Policy and applicable state law, such as CLETS. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all the fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).

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

SECTION H – TERMINATION

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

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

1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

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

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 Except for your sole negligence or willful misconduct, we shall indemnify, protect and hold you harmless from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgements, penalties, costs and expenses, including attorney's fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with property damage or personal injury resulting from (1) our breach or failure to comply with any of our obligations contained in this Agreement, including any obligations from the services compliance or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code, section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by us, our officers, employees, agents, subcontractors, or anyone under our control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim"). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

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

4. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THREE TIMES THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2), OR THAT ARISE OUT OF OUR WILLFUL, RECKLESS OR WANTON MISCONDUCT OR OUR BAD FAITH CONDUCT.**

5. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance:

   a. Commercial General Liability of at least $1,000,000 and waiver of subrogation in favor of you for claims that arise out of or relate to the Agreement and are between you and us, except to the extent the damage or injury is cause by you;
   b. Automobile Liability of at least $1,000,000;
   c. Professional Liability of at least $1,000,000;
   d. Workers Compensation complying with applicable statutory requirements and waiver of subrogation in favor of you for claims that arise out of or relate to the Agreement and

are between you and us, except to the extent the damage or injury is caused by you; and

e. Excess Following Form/Umbrella Liability of at least $5,000,000.

We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth in this Agreement within thirty (30) days thereof. We will provide you with copies of certificates of insurance and additional insured endorsements upon the start of this Agreement and renewal certificates will be provided within thirty (30) days of renewal.

SECTION J – GENERAL TERMS AND CONDITIONS

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

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

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

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

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of

employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

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

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

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

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

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

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

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

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

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

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

16. Client Lists. You agree that we may identify you by name in client lists, and with your prior written consent, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

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

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to its rules on conflicts of law. If we fail to resolve disputes, either of us may assert our respective rights and remedies in a state or federal court in Los Angeles County, California.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed,

scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

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

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

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Service Level Agreement
	Schedule 2: Support Call Process
Exhibit D	Statement of Work
Exhibit E	Tyler's Proposal to Client's RFP

In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of precedence:

- This Agreement, Exhibits A, B, C, D
- Exhibit E – Tyler's Proposal

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

TYLER TECHNOLOGIES, INC.	CITY OF LONG BEACH POLICE DEPARTMENT
By:	By: Linda F. Tatum
Name: Robert Kennedy-Jensen	Name: LINDA F. TATUM
Title: Director of Contracts	Title: ASST CITY MANAGER
Date: 09/13/2021	Date: 9-15-2021

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

Address for Notices:
City of Long Beach Police Department
333 W Ocean Blvd Lower Level
Long Beach, CA 90802
Attention: ______________

APPROVED AS TO FORM
SEPT. 13, 2021
CHARLES PARKIN, City Attorney
By ______
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

tyler

Exhibit A
Investment Summary

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

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tyler technologies

Quoted By: Seth Dinehart
Quote Expiration: 11/23/21
Quote Name: Brazos eCitation Site License

Sales Quotation For:
City of Long Beach Police Department
333 W Ocean Blvd Lowr LEVEL
Long Beach, CA 90802-4681
Phone: +1 (562) 570-7260

Shipping Address:
City of Long Beach Police Department
333 W Ocean Blvd Lowr LEVEL

Tyler Software

Description		License	Discount	License Total	Year One Maintenance
Brazos					
Interface					
Interface: Tyler Odyssey Court Case Mgmt System		$ 0	$ 0	$ 0	$ 0
	Total	$ 0	$ 0	$ 0	$ 0
License					
Interface: CentralSquare RMS		$ 5,078	$ 0	$ 5,078	$ 1,066
Brazos Site License for up to 500 iOS devices		$ 225,000	$ 0	$ 225,000	$ 47,250
	Total	$ 230,078	$ 0	$ 230,078	$ 48,316
Task					
Task: CA AB953 Demographic Profiling		$ 0	$ 0	$ 0	$ 0
Task: eParking: Standard (non-customized) Parking Task		$ 0	$ 0	$ 0	$ 0
Task: Criminal Trespass Warning		$ 0	$ 0	$ 0	$ 0
Task: Code Enforcement		$ 0	$ 0	$ 0	$ 0
	Total	$ 0	$ 0	$ 0	$ 0
	TOTAL	**$ 230,078**	**$ 0**	**$ 230,078**	**$ 48,316**

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				
Subscription License Fees				
Brazos Adhoc Reporting	1	$ 1,250	$ 0	$ 1,250
MOD: Spatial Mapping Report and GeoLocation	1	$ 1,500	$ 0	$ 1,500
Hosting Fee				
Brazos Hosting Fee	1	$ 16,105	$ 0	$ 16,105
TOTAL				**$ 18,855**

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Brazos					
Training	1	$ 4,000	$ 0	$ 4,000	$ 0
Set Up & Config	1	$ 14,500	$ 0	$ 14,500	$ 0
Brazos Project Management	1	$ 3,000	$ 0	$ 3,000	$ 0
TOTAL				**$ 21,500**	**$ 0**

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Brazos					
LBX064 / Brother, RJ4200 Shoulder Strap w/metal swivel clips, rubber shoulder pad	133	$ 29	$ 3,857	$ 0	$ 0
RJ4230BL / Brother, Printer, Rugged Jet 4, Bluetooth	133	$ 559	$ 74,347	$ 0	$ 0
207803-001 / Brother, Warranty, Rugged Jet, 3 year (Assure Premier Service; initial service plus three additional years).	133	$ 152	$ 20,216	$ 0	$ 0
PA-BT-006 / Brother, Acc-Printer, RJ4200 Series, Smart Battery, Li-Ion rechargeable	133	$ 145	$ 19,285	$ 0	$ 0
PA-4BC-4000 / Brother, Rugged Jet 4 Bay Li-Ion Battery Charger	34	$ 362	$ 12,308	$ 0	$ 0
LB3690 / Brother, PocketJet, Rugged Jet, Vehicle Adapter-Cigarette Plug, 3 ft.	133	$ 23	$ 3,059	$ 0	$ 0
LB3834 / Brother, Pocketjet, Rugged Jet, AC Charger	133	$ 50	$ 6,650	$ 0	$ 0
RDM02U5 / Brother, Rugged Jet, Paper, Thermal, premium, 36 rolls per case	25	$ 142	$ 3,550	$ 0	$ 0
TOTAL			**$ 143,272**		**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 230,078	$ 48,316
Total Annual	$ 0	$ 18,855
Total Tyler Services	$ 21,500	$ 0
Total Third-Party Hardware, Software, Services	$ 143,272	$ 0
Summary Total	**$ 394,850**	**$ 67,171**
Hardware Tax @ 10.25%	**$14,685**	
Summary Total including Tax	**$409,535**	

Comments

Agency is responsible for paying any applicable state taxes. Added tax line item above which reflects City of Long Beach's 10.25% sales tax rate.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.
Brazos proposal includes:

eCitation site license for up to 500 iOS devices
Task: AB953 (Included as part of base eCitation package)
Task: Code Enforcement/Municipal Cite (Included as part of base eCitation package)
Task: eParking (Included as part of base eCitation package)
Task: Criminal Trespass (Included as part of base eCitation package)
Interface: LA County Courts Tyler Odyssey CMS
Interface: CentralSquare RMS
AdHoc Reporting
Spatial Mapping Report and GeoLocation
133 Brother RJ4230 printers with warranty and charging accessories

****Maintenance, Hosting and Subscription License Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's recurring fees are waived.*"

Exhibit B
Invoicing and Payment Policy

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

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

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced upon delivery of the Tyler Software.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived for one (1) year from the Effective Date. Year 2 maintenance and support fees, at the rates listed in the Investment Summary, are payable one year from the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of the anniversary of the Effective Date. Tyler will not increase annual maintenance and support fees on the Tyler Software by more than five percent (5%) per year in Year 3 though Year 5. Beginning in Year 6, annual maintenance and support fees will be at our then-current rates.

2. Professional Services.

   2.1 *Professional Services*: Professional services are billed as delivered and invoiced as incurred.

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

3. Hosting Fees. Year 1 hosting fees for the Tyler Software identified in the Investment Summary are waived for one (1) year from the Effective Date. Year 2 hosting fees, at the rates listed in the Investment Summary, are payable one year from the Effective Date. Subsequent hosting fees are invoiced annually in advance of the anniversary of the Effective Date at our then-current rates.

4. Third Party Products.

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

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

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

4.4 *Third Party Services*: Third Party Services fees are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses and travel expenses for the services provided pursuant to this Agreement will not be billed to the Client.

Payment. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
Maintenance and Support Agreement

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

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your Year 1 maintenance and support fees are waived. Your Year 2 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide support during our established support hours;

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

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

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

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called

Bomgar. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s) while attended by Client's staff. The Brazos support team staff will work with the Client's staff so support services can be performed. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

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

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

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

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

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

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation County provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle

100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 2
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 – 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 Brazos eCitations solutions offers 365/24/7 support of the product and software.

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.
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:

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

Statement of Work

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Long Beach Police Department

SOW from Tyler Technologies, Inc.

7/15/2021

Presented to:
Leslie Bruce
400 W Broadway
Long Beach, CA 90802

Contact:
Seth Dinehart
Email: Seth.Dinehart@TylerTech.com
526 University Dr. East, Suite 201A, College Station, TX 77840

Table of Contents

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

The overall goals of the project are to:

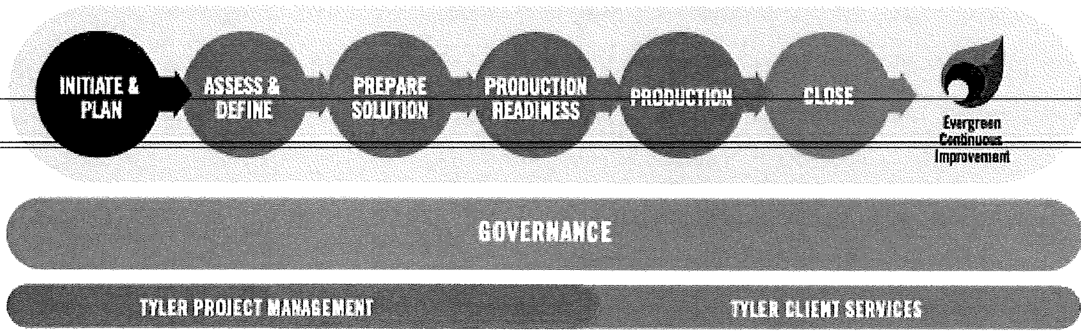
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

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

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

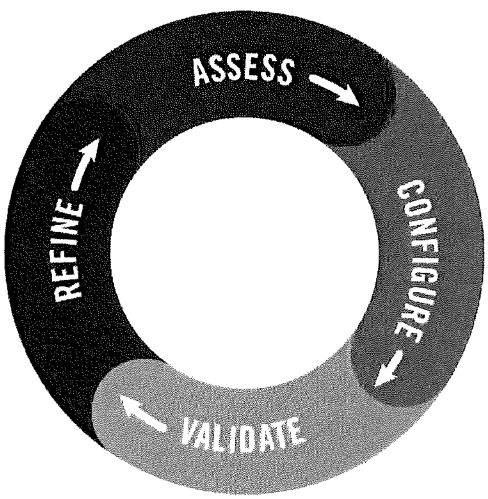
Tyler's Six Stage Project Methodology



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

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

Iterative Project Model



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

Part 2: Project Foundation

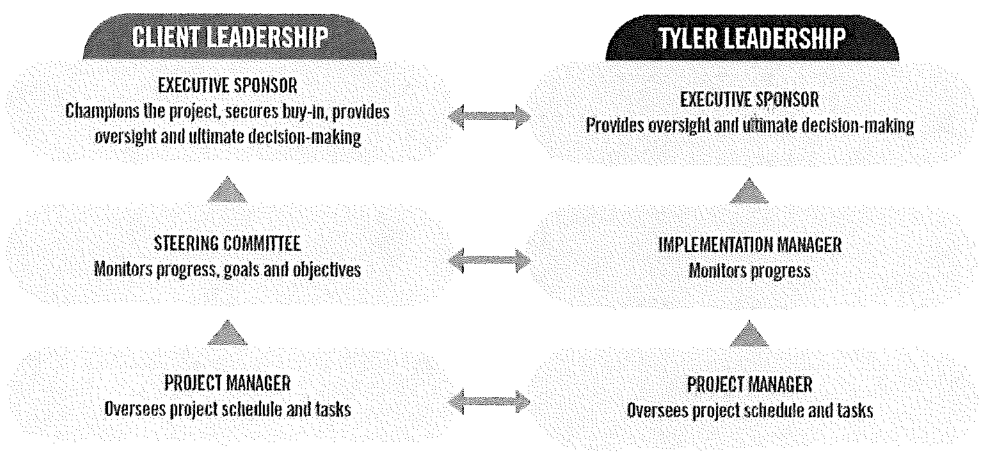
2. Project Governance

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

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

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

Project Governance Relationships

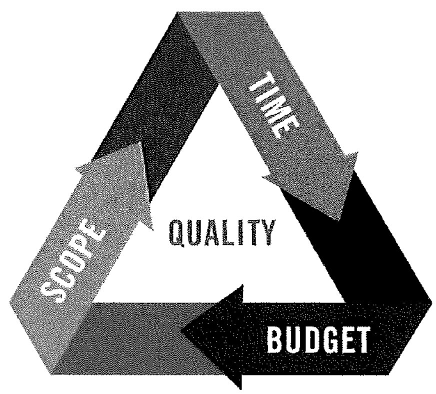


3. Project Scope Control

3.1 Managing Scope and Project Change

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

Project Management Triangle



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

3.2 Change Control

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

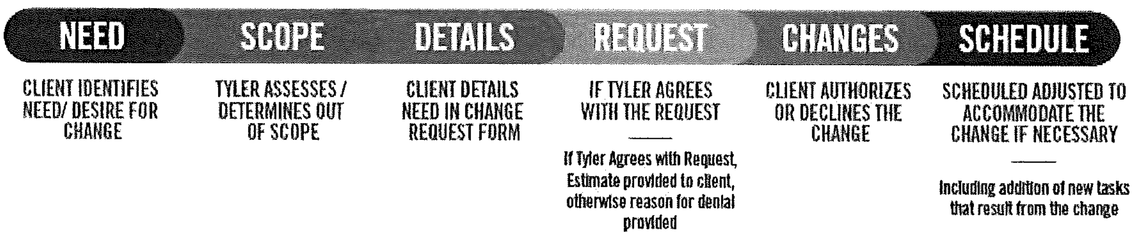
3.3 Change Request Management

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

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

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

Change Request Process



4. Acceptance Process

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

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

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

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

- The LBPD shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the LBPD does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the LBPD does not agree the particular Deliverable or Control Point meets requirements, the LBPD shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The LBPD shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the LBPD does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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

5.1.1 Tyler Executive Sponsor

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

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying LBPD 's overall organizational strategy.
- Authorizes required Project resources.
- Participates in bi-monthly (every other month) meetings with Long Beach Executive Sponsor
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to LBPD 's executive sponsor.

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

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

5.1.3.2 **Planning**

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

5.1.3.3 **Implementation Management**

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

5.1.3.4 **Resource Management**

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

5.1.4 **Tyler Implementation Consultant**

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

5.1.5 **Tyler Sales**

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.

- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

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

5.2 LBPD Roles & Responsibilities

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

5.2.1 LBPD Executive Sponsor

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

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

5.2.2 LBPD Steering Committee

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

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

- Schedule
- Project Goals
- LBPD Policies
- Needs of other client projects

5.2.3 LBPD Project Manager

~~LBPD shall assign project manager(s) prior to the start of this project with overall responsibility and~~ authority to make decisions related to Project Scope, scheduling, and task assignment. LBPD Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When LBPD project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

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

- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 **Resource Management**

- Acts as liaison between project team and stakeholders.
- ~~Identifies and coordinates all LBPD resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building,~~ and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to LBPD technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 **LBPD Functional Leads**

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

- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 LBPD Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on LBPD business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to LBPD staff during and after implementation.

5.2.6 LBPD End Users

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

5.2.7 LBPD Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for LBPD third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

5.2.7.1 LBPD Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.

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

5.2.8 LBPD Change Management Lead

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

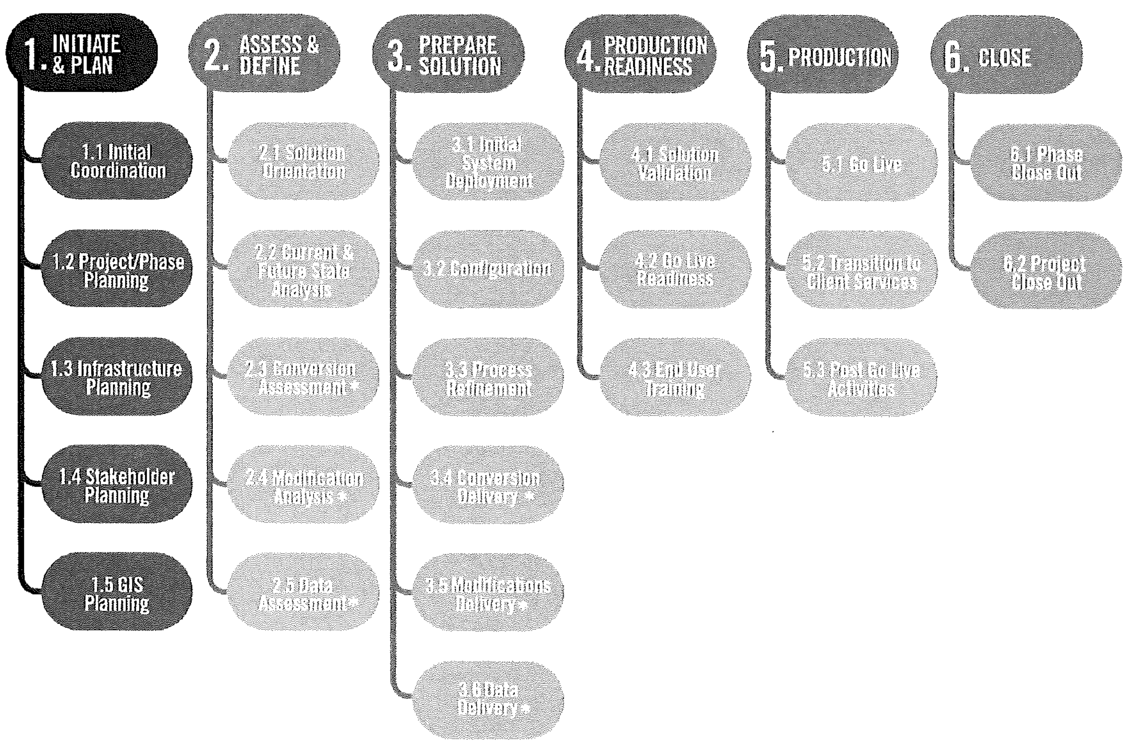
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

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

Work Breakdown Structure (WBS)



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

6.1 Initiate and Plan

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

6.1.1 Initial Coordination

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

Objectives:

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

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

Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

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

6.1.2 **Project/Phase Planning**

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

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

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

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

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

Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

6.1.3 **Infrastructure Planning**

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

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

*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

~~Inputs~~	~~1. Initial Infrastructure Requirements and Design Document~~

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

6.1.4 **Stakeholder Meeting**

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

Objectives:

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

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

Inputs	Agreement
	SOW

	Project Management Plan

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

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

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

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

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

6.2 Assess & Define

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

6.2.1 Solution Orientation

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

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

Objectives:

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

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

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

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

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

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

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

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

STAGE 2	Current & Future State Analysis																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

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

Work package assumptions:

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

6.2.3 Intentionally left blank.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- ~~Modification specification document.~~
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

6.3 Prepare Solution

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

6.3.1 Initial System Deployment

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

Software installation information and instructions will be provided as part of the project process. Installation packages include the application software that will be installed on any MDT/Laptops to be utilized by the agency when creating citation records. Any Mobile Handheld devices and/or printers will be installed with the necessary software prior to their delivery to CLB.

Following the completion of the initial configuration, referred to by the Brazos team as Build Completion Date (BCD), the Tyler team will lead an interactive agency review, where CLB users will have the opportunity to utilize the application and begin System validation to ensure proper functionality. The Project team will establish a regular cadence for testing, reporting, and resolving issues appropriate for the project timeline.
Integrations with 3rd parties and/or other systems do not enter the Build and Configuration phase until the completion of the Initial Configuration, as the fields included in the configuration (along with their corresponding data save fields) must be defined before we can build an export file. Should modifications be identified during the integration testing process, they will be assessed on a case-by-case basis and scheduled in accordance with priority and impact to the overall project.

Objectives:

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

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Client

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

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

Work package assumptions:

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

6.3.2 Configuration

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

Tyler staff collaborates with LBPD to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. LBPD collaborates with Tyler staff iteratively to validate software configuration. The configuration process for the Brazos product includes the creation of all data fields to be used by end users during the creation of records included in the scope of the contract, as well as the initial creation of the data interfaces processes. During configuration, the Tyler team assesses specific fields that must be captured, as well as various requirements for those fields, such as (but not limited to): data type limitations, field size for any 3rd party systems into which data is transmitted, and conditions related to when to display and/or require fields that may not be required in each scenario an end user may encounter.

Configuration of the Brazos application, to be used by end users in the field, will include configuration of Citation printout forms to align with LBPD and Court requirements, as well as the above listed data collection process. In the event a modification is recommended to fully realize the benefits of the Tyler Brazos system, the Tyler project team will identify and propose modifications to the printouts and/or business processes that support them.

The implementation team will produce a Data Dictionary that will be provided to the LBPD team for review, which will include the above listed information, as well as specific field information where any such data would be included in a data file to a 3rd party Court or RMS system.

All 3rd party Court or RMS system interfaces are built to the receiving systems specification. During the project process, the Tyler team will request up-to-date specification information from any non-Tyler entities, and work internally with other Tyler groups for any in-scope Tyler interfaces. The LBPD team will be trained during the implementation process regarding the maintenance of any code-tables that may impact successful performance and transmission of data.

Objectives:

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

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

Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

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

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

Work package assumptions:

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

6.3.3 **Process Refinement**

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

Objectives:

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

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

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

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

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

Work package assumptions:

- None

6.3.4 **Intentionally left blank.**

6.3.5 **Intentionally left blank.**

6.3.6 **Intentionally left blank.**

6.3.7 **Control Point 3: Prepare Solution Stage Acceptance**

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

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

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.

Prepare Solution Stage Acceptance Criteria:

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

6.4 Production Readiness

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

6.4.1 Solution Validation

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

Objectives:

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

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

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

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

Work package assumptions:

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

6.4.2 **Go-Live Readiness**

Tyler and LBPD will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and LBPD will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

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

STAGE 4	**Go-Live Readiness**																	
	Tyler								Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C

Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

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

Work package assumptions:

- None

6.4.3 End User Training

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

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. LBPD users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

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

During the Brazos training, the Tyler training team will include 1 Tyler trainer, as well as up to 1-2 Adjunct instructors to assist. The train-the-trainer classes are limited to 12-14 participants, to include end users, administration, or command staff. Day 1 of the training is full-day classroom, teaching end users how to utilize the application and generate records, as well as any efficiencies opportunities that may be available that were not prior to the implementation of the Tyler solution. Day 2 of training includes field-based use of the system in a live capacity, generating live records to be subsequently transmitted to the Court and Records teams, as previously defined during the Project Planning and Requirements Gathering activities.

Also on Day 2, the Tyler team will provide instruction to administrative staff regarding the day-to-day maintenance of the system, to include user, offense, and various assorted dropdown menu management.

Following go-live on Day 2, the Tyler project team will provide post-implementation support to coordinate with the CLB team for reviews of any open issues or deployed resolutions. This period will last 60 days, and the review frequency will be set at an interval the joint project team deems appropriate – it is Tylers recommendation that the frequency be weekly for the first 30 days. During the review sessions, the project team will review issues in order to ensure clear expectations and also triage issues in order of importance and impact to the solution. Issues will be scheduled for resolution in accordance with these priorities.

Objectives:

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

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

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

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

Work package assumptions:

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

6.4.4 **Control Point 4: Production Readiness Stage Acceptance**

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

Production Readiness stage deliverables:

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

Production Readiness stage acceptance criteria:

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

6.5 Production

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

6.5.1 Go-Live

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

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

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

Objectives:

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

STAGE 5	**Go-Live**																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

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

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

Work package assumptions:

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

6.5.2 **Transition to Client Services**

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of LBPD onto the Tyler Client Services team, who provides LBPD with assistance following Go-Live, officially transitioning LBPD to operations and maintenance.

Objectives:

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

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

Inputs	Open item/issues List

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

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 **Post Go-Live Activities**

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

Objectives:

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

STAGE 5	Post Go-Live Activities	
	Tyler	Client

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

Inputs	List of post Go-Live activities

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

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

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

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

Production Stage Acceptance Criteria:

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

6.6 Close

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

6.6.1 **Phase Closeout**

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

Objectives:

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

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

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

Inputs	Contract
	Statement of Work
	Project artifacts

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

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 **Project Closeout**

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

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

Objectives:

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

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

Inputs	Contract
	Statement of Work

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

Work package assumptions:

- All project implementation activities have been completed and approved.

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

6.6.3 Control Point 6: Close Stage Acceptance

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

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

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

7. General Assumptions

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

7.1 Project

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

7.2 Organizational Change Management

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

7.3 Resources and Scheduling

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

7.4 Intentionally left blank.

7.5 Facilities

- LBPD will provide dedicated space for Tyler staff to work with LBPD resources for both on-site and remote sessions. If Phases overlap, LBPD will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- LBPD will provide staff with a location to practice what they have learned without distraction.

8. Glossary

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

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

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

Part 4: Appendices

9. No Conversion - Intentionally left blank.

10. Additional Appendices

10.1 Brazos Appendix

10.1.1 Items included in Project

eCitation site license for up to 500 iOS devices
Task: AB953
Task: Code Enforcement/Municipal Cite
Task: eParking
Task: Criminal Trespass
Interface: LA County Courts Tyler Odyssey CMS
Interface: CentralSquare RMS
AdHoc Reporting
Spatial Mapping Report and GeoLocation
133 Brother RJ4230 printers with warranty and charging accessories

10.1.2 Brazos Key Project Assumptions

- The LBPD and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- The LBPD will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- The LBPD will provide work space for Tyler Services for work completed on LBPD 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.
- The LBPD will maintain primary responsibility for the scheduling of LBPD employees and facilities in support of project activities.
- The LBPD 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.
- The LBPD will allow users unauthenticated access the following web addresses to ensure adequate access to system resources:
  - 72.32.135.120 (syncsvc.brazostech.com) (ports 80 and 443)
  - 72.32.135.125 (syncsvc2.brazostech.com) (ports 80 and 443)
  - 98.129.131.213 (Reports2014.brazostech.com) (ports 80 and 443)
  - 72.32.135.124 (www.brazostech.com) (ports 80 and 443)
  - 72.32.135.122 (my.brazostech.com) (ports 80 and 443)
  - 207.182.213.55 (brazossupport.tylertech.com) (ports 80 and 443)
- The LBPD 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.
- The LBPD is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- The LBPD has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.

- The LBPD 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 the LBPD has installed the proper hardware, software, and networking devices).
- All deliverables and timelines assigned to the LBPD will be held to the same standards of delivery as those assigned to Tyler Technologies.
- Installation of Hardware required in County Vehicles shall be completed by the participating agencies Personnel and facilities. They may decide to purchase mounts on their own or opt to purchase from Tyler.
- The LBPD will deploy initially 500 iOS devices.
- Deployment of the Tyler Brazos ECS for the LBPD will utilize the existing Tyler hosted server environment.
- All LBPD personnel involved in the Project will participate fully in the training provided by Tyler Technologies.
- Setup of 3rd party hardware (printers) will be handled by the participating agency staff and Tyler will provide the initial documentation/training. (If necessary)
- If an Interface to any CMS / RMS / Device systems are included in this Phase of the project, it should be reflected in the contract, and will include the synchronization of tables/files.
- Following delivery of 3rd party printer or handheld device hardware included in the Agreement, Tyler will provide initial support for any hardware/software issues that may arise. Should a return of a printer or handheld device to a manufacturer be necessary, Tyler will facilitate the process through our Support desk with the creation of an RMA case to track. Tyler will then receive the hardware back from the manufacturer following repair/replacement in order to set up for use with the Brazos system. In the event a device/printer is not covered under warranty at the time a repair is needed, a diagnostic fee may be assessed by the manufacturer in order to diagnose the issue and provide a repair cost estimate.

10.1.3 Out of Scope

- **Custom interfaces.** Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in the included Investment Summary.
- **Custom reports.** Custom reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Investment Summary.
    - **Standard Reports that are included in scope of project, that do not constitute custom report development (additional information regarding specifics included in these reports can be provided by Project Team):**

      Accident Audit by Location and Severity
      Accident Audit by Location and Severity
      Accident Audit by Location and Severity
      Accident Audit by Location and Severity

Accident Audit by Location and Severity
Accident Audit by Location and Severity
Accident Audit by Location and Severity
Accident Audit by Location and Type
Accident Audit by Location, Severity
Accident Audit by Location, Severity
Accident Audit by Location, Severity
Accident Audit by Primary Cause of Collision
Accident Audit by Status
Accident Count by Day
Accident Count by Day
Accident Count by Day by Hour
Accident Count by Intersection
Accident Count by Intersection Mid-Block
Accident Count by Month
Accident Count by Primary Cause of Collision
Accident Injury Severity
Accident Property Damage
Accident Search
Accident Witness Search
Accidents by Intersection
Accidents by Mid-Block
Activity Report
Arrest Count by Racial Profile Per Stop
Arrests By Racial Profile
Arrests Count By Offense
Audit by Directed Patrol Landscape
Audit by Parameter
Audit by Parameter Landscape
Audit by Parameter with Hazardous
Audit by Step
CA - Accident Audit - OTS Schedule C - Victims
CA - Accident Audit - OTS Scheule C - Accidents
CA - Accident Count – OTS Schedule C
Citation Accident Count
Citation Audit
Citation Audit (Juveniles)
Citation Audit (Juveniles) with Disposition
Citation Audit Activity Report
Citation Audit by Approval

Citation Audit by Approval
Citation Audit by Court
Citation Audit by Court 2
Citation Audit by Date with Offense
Citation Audit by Location and Stop Result
Citation Audit by Officer Type
Citation Audit by Racial Profile
Citation Audit by Search
Citation Audit by Status
Citation Audit By Status Landscape
Citation Audit by STEP
Citation Audit by STEP Landscape
Citation Audit by Violation and Location
Citation Audit for Web-Entered Citations
Citation Audit Summary
Citation Count
Citation Count by Officer
Citation Count by Officer by Date
Citation Count by Officer by Date no Voids
Citation Count by Officer by Day of Week
Citation Count by Officer by Month
Citation Count by Officer Summary
Citation Count by Resident
Citation Count by Shift
Citation Count by Violation with Stop Type, Result
Citation Count By Zip Code
Citation Count with Hazardous
Citation Data Collection
Citation Data Collection
Citation Data Collection Including Veh Data
Citation Location Stop Result
Citation Notes Entered
Citation Offense and Stop Count by Officer
Citation Offense and Stop Count by Officer
Citation Offense and Stop Count by Officer 2
Citation Offense Count
Citation Offense Count by Officer
Citation Offense Count by Officer by Result
Citation Offense Count By Stop Type
Citation Offense Count By Stop Type

Citation Offense Count by Violation
Citation Offense Count by Violation and Street
Citation Offense Count by Violation Most Used
Citation Stops by Zone
Citation Violation Audit
Citation Violation Audit by Offense
Citation Violation Audit By Offense
Citation Violation Audit By Offense Code
Citation Violation Audit By Offense Title
Citation Violation Audit By Unit
Citation Violation Audit with Violator City
Citation Violation Count Audit by Court
Citation Violation Count by Location
Citation Violation Count By SZ
Citations by Day of Week and Hour of Day
Citizens Review
CMV Detail Report
Collisions by Alcohol Drug Involvement
Colorado Citation Count
Colorado Racial Profiling Report
Criminal Trespass Warning Report
Device Audit
Device Sync Summary
Download Audit
FI Activity Report
Fingerprint Report
Knew Race Count
Location List
Location Search (Cross Streets)
Missouri Annual Traffic Stop Report
MO Annual Traffic Stop Audit
MO Annual Traffic Stop Report
Multiple Offender Report
Offense by Location
Offense List
Offense Results Count
Offense Stop Count
Offense Stop Result Count
Race Statistics By Offense
Search by Phone

Speed Over By Moving/Stationary
STEP Audit
STEP Audit (Speeding) Report
STEP Citation Offense Count
Stop Results Count
Stop Results Count By Step
Stop Results Search Count
Stops by Location
Stops by Location Including Violations
Total Contacts
Tow Due to Arrest Report
Tow Report Audit
Violation Count
Violation Count with Hazardous
Warrant Export
Web User Report
Web Users

- **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 time and/or costs. The LBPD may have access to built-in configuration tools, so, when available, is free to reconfigure or create a new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

11. Project Timeline

Schedule

This schedule is a sample draft only. It does not represent all tasks/activities relevant for this project and is intended to serve as an illustration only. It does not represent a

commitment by Tyler or the Client and will be modified post Kick-Off Meeting.

T – Tyler, PD – Long Beach PD, J – Joint (both are responsible)

Phase	Task	Activity	Description	Task Duration	Total Duration (Weeks)	Owner	Deliverables	LBPD Level of Effort Estimates
1			**First Phase**					
	1		**Contract Award**	TBD		J		
	2		**Contract Signature**	TBD		PD		
	3		**Kick-Off Project**	TBD	TBD	J	Official Work Plan	
		1	On-Site Meeting/Conference Call			J		4h-8h per participant
		2	Gather requirements from all project owners			J		40-60h total for team
		3	Build official Work Plan			J		16-24h total for team
		4	Verify Work Plan with hardware vendors			J	Work Plan to be signed off by Client	2-4h total
	4		**Sign-off of Work Plan by Client**	3 Days	2.5w	PD		
	5		**Order hardware**	TBD		T		
	6		**Setup Configuration of ECS (off-site)**	3 weeks	5.5w			
		1	Setup and Configure mobile software			T		
		2	Receive all incoming interface samples to load into mobile device from Client			PD		1-2h total for team
		3	Setup and Configure all interfaces			T	Interface Documentation	
		4	Layout the citation printouts			T	Sample Layouts for Approval	
		6	Install mobile software onto Client hardware (off-site)			T		
		7	Test solution using LB hardware			T		
		8	Create sample interface files for Client system(s)			J		
		9	Test sample interface files			J		
		10	Approve sample interface files			PD		40-60h total for team
	7		**Create ATP Plan**	1w				
		1	Build ATP Plan			T		
		2	Approve ATP Plan			PD		8-16h total for team
	8		**On-Site testing**	TBD	6.5w		Brazos testing is	

							conducted remotely	
		1	Test iOS devices and connectivity to server			T		
		2	Test all interfaces for server			T		
		3	Test web-citation entry screen			T		
		4	Test web-based reporting			T		
		5	Certify ECS based upon ATP			T		
	9		**Training of 'Pilot Users'**	3d	7w			
		1	Train officers on Classroom Train-the-Trainer and Field Training			J		16h per participant
		2	System Administrator Training			J		2-4h per participant
		3	Court Training					2-4h per participant
	10		**Acceptance Testing by Client**	32d	TBD			
		1	Evaluate Hardware				Not applicable to LBPD project – can be removed	
		2	Compile and Evaluate hardware observations				Not applicable to LBPD project – can be removed	
		3	Finalize hardware selection				Not applicable to LBPD project – can be removed	
		4	Initial Acceptance Test for "go live"					
		5	Initiation of Final Acceptance Period	30d				
	11		**Final Acceptance**	1d		T	Client signs off on project	
	12		**Full Rollout of First Phase**		TBD			
			Task are TBD					
	13		**End of Phase I**				Debrief of all project principals	

11.1 **Intentionally left blank.**

Exhibit E
Tyler's Proposal to Client's RFP

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Long Beach, CA

RFP PD20-069

Police Department Electronic Citation Data Collection System

Technical Proposal

June 8, 2021

Restrictions on Disclosure

This proposal from Tyler Technologies, Inc. ("Tyler") contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler's partners. Tyler is submitting this proposal on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or "Checklist"
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Detailed information regarding current customers
- Detailed employee resumes/CVs
- Customized Statement of Work/Implementation Plan

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler's permission, Tyler will grant that permission in writing, in Tyler's sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

Trademarks Disclaimer

Because of the nature of this proposal, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler's intent to claim these names or trademarks as our own.

526 University Dr. East, Suite 201A
College Station, TX 77840
P: 979.690.2811
www.tylertech.com

June 8, 2021

James Vazquez
Buyer - Purchasing Division
City of Long Beach
411 West Ocean Blvd, 6th floor
Long Beach, CA 90802

Dear Mr. Vazquez:

On behalf of Tyler Technologies, Inc. we respectfully submit the enclosed proposal for your evaluation and consideration in response to the City of Long Beach's RFP #PD20-069: Police Department Electronic Citation Data Collection System.

Our firm has carefully reviewed the project goals, objectives, and requirements delineated within the RFP, and we feel that our Brazos solution offers the City the most complete, cost effective eCitation solution on the market today. We offer an end-to-end turnkey solution that is extremely flexible and allows for unlimited growth by the City going forward. Each and every Brazos implementation is configured to meet the customer's exact specifications – from fields and screen layouts to citation print layouts and custom workflows. Brazos can interface with any system and is in the testing phase of exporting citations to the Los Angeles County Court.

Tyler has been in the business of providing end-to-end information management solutions and services for local governments for over 30 years. We have over 6600 employees across the country with 57 of those solely devoted to the Brazos solution. Tyler's training and support staff for our Brazos products and services includes experienced developers, installers, consultants, industry professionals, and certified network technicians. Their commitment to excellence, quality training, and support is second-to-none.

All prices in this proposal shall remain firm for 90 days from the date of the proposal. Per unit and total extended costs proposed in this response are the total fixed price based upon the quantities provided.

We trust you'll find our solution unique, intriguing, and cost effective. I want to personally thank you for your consideration, and I hope that we receive the opportunity to partner with the City of Long Beach on this and many more projects in the future.

Should you have any questions regarding this response, please contact:

Seth Dinehart, Account Executive
979.690.2811 ext 701527 or 707.761.6587 (mobile)
Seth.Dinehart@tylertech.com

Sincerely,

Mike McAleer
General Manager, Brazos
Tyler Technologies, Inc.

City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

City of Long Beach

Request For Proposals Number PD20-069

For

Police Department Electronic Citation Data Collection System

Release Date:	05/07/2021
Mandatory Pre-Proposal Meeting:	05/18/2021
[redacted] Due to the City:	05/21/2021
Posting of the Q & A:	05/25/2021
Due Date:	06/08/2021

City Contact: *James Vazquez* *Buyer* *562-570-5384*

See Section 4 for instructions on submitting proposals.

Company Name Tyler Technologies Contact Person Seth Dinehart

Address 526 University Dr. East, Ste 201 City College Station State TX Zip 77840

Telephone (888)693-2811 x 701527 Fax (____) __________ Federal Tax ID No. [redacted]

E-mail: seth.dinehart@tylertech.com

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 6/8/2021

Signed ____________________

Print Name & Title Mike McAleer, General Manager - Brazos

Rev 2016 0919

Addenda Acknowledgement

Tyler acknowledges receipt of the following addenda:

Addendum 1 5/27/2021

City of Long Beach

Department of Financial Management
Purchasing Division
411 W Ocean Blvd. 6th floor, Long Beach, California 90802
p 562.570.6200

May 26, 2021

NOTICE TO PROPOSERS

ADDENDUM NO. 1:

RFP PD20-069
Police Department Electronic Data Collection System.

This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

The City would like to remind Proposers that pursuant to Section 4.1.1 of the RFP, the City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified in the RFP, unless confirmed in writing by the City Contact or Alternate City Contact.

RFP PD20-069 has been updated to include EXHIBIT 1: Example of Citation Form

The questions and answers are as follows:

1) Q: Are Submitters expected to include all the items listed in Section 3.6 in the proposal or are these items just expected of the vendor after winning the bid?
A) No, these documents are expected of the vendor after an award is issued.

2) Q: If the above answer is no, specific to Project Management and Section 3.4, are Submitters just expected to provide "a comprehensive project plan" as part of the proposal?
A: Yes, vendors are expected to provide a comprehensive plan

3) Q:In Section 7.1 > #3 > ii (Project Documentation), are Submitters expected to provide all of the items listed (ie user documentation, application software tutorial, etc) as part of the proposal or will these items only be required of the winning vendor?
A: This will be expected of the vendor after an award is issued, but the proposal should include (Project Documentation) if these items are available.

4) Q: In Section 7.1 > #3 > viii (Training), are Submitters expected to provide all of the items listed (ie training programs, etc) as part of the proposal or will these items only be required of the winning vendor?
A: This will be expected of the vendor after an award is issued, but the proposal should include what training is available.

5) Q: How many Printers, AC chargers and DC Chargers, belt clips should be quoted?
A: Provide an estimate for 500 with a unit price per each item that will be honored regardless of the final number needed.

6) Q: Are batteries required for the printers or will they be hard charged in the vehicles?
A: No preference has been established therefore vendors may provide the options that are optimal with their solution.

7) Q: Are 3 ft. length chargers acceptable or would you like longer ones?
A:3ft. length charges are acceptable, vendors can provide additional options for longer chargers as well.

8) Q: Is a native iOS application preferred or required?
A: A native app is preferred, although other technologies will be considered provided that user experience, stability, and security are accounted for.

9) Q: The notarized California All-Purpose Acknowledgment Form was not mentioned in the RFP documentation but is stated as required on Planet Bids, is this form required?
A: No, it is not required for this procurement. Please refer to (Attachment D) regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

10) Q: Planet Bids makes mention of "sealed envelopes" and "required hard copies", do Submitters need to submit hard copies in addition to digital submission through Planet Bids?
A: Proposers are to submit all documents in PlanetBids. Hard copies are not required.

11) Q: How many officers will be using the e-citation? on-field vs off-field count?
A: 500 officers will be using the e-citation.

12)Q: What device do you plan on using to write the citation?
A:The department utilizes iPhones (iOS devices) and plan to use these devices.

13) Q: Hosted vs install on-prem?
A: Provide both options in the proposal

14) Q: How many different citations are they going to write law enforcement, animal control, what types of data to be captured to produce different kinds of print?
A: These citations are to write law enforcement citations to include: infractions, misdemeanor, traffic violations, non-traffic violations

15) Q: Is the City looking for a Custom App or an Out of the Box Solution (OOTB)?
A:The City would like a solution that meets its needs so it can be either.

Addendum #1 – RFP No. PD20-69

16) Q: Does the City have any OOTB e-Citation platform in mind that you would recommend?
A: No, the goal of this RFP is to find an e-Citation platform that will meet the City's needs.

17) Q: If you want the vendor-managed solution, would the city consider a non-SaaS solution hosted in their cloud infrastructure but managed by the vendor?
A: Provide all options of hosting to include cloud and on-prem in the proposal.

18) Q: Do you want us to host the solution, or do you want to host it in your own environment? Because this will impact the pricing.
A: Please provide pricing for both options.

19) Q: What is the City's investment budget?
A: The City has grant funding though the Department of Justice and the CA Office of Traffic Safety. It is not expected that the project will be fully funded by the available grant funding, so additional monies may be made available upon City Council recommendation.

20) Q: How many customer licenses and employee licenses are required?
A: The City would like options for site licensing and concurrent licensing, if available.

21) Q: What is the desired start date and go-live date?
A: Early Fall 2021

22) Q: Is there a particular eCitation printer size that LBPD would prefer? (such as 4", 8", etc.)
A: No preference, so please include options and pricing for the various models.

23) Q: Does LBPD need to collect stop data pursuant to the Racial and Identity Profiling Act (RIPA)?
A: LBPD is currently collecting this data.

24) Q: What data does LBPD need to collect and transmit to the Statewide Integrated Traffic Records System (SWITRS) database?
A: This is not an identified interface for this RFP.

25) Q: Section 1.3 of the RFP refers to the City receiving grant funding. How much in funding is the City receiving? Is there any other information about said funding that the City can share?
A: Proposers can refer to the following information about the two available grant funding sources at the following links:
BJA FY20 Coronavirus Emergency Supplemental Funding Program:
https://longbeach.legistar.com/View.ashx?M=F&ID=8691808&GUID=21003F1E-2A0F-43D5-8491-F020D7A88B47
CA Office of Traffic Safety Selective Traffic Enforcement Program (STEP):
https://longbeach.legistar.com/View.ashx?M=F&ID=8769268&GUID=E8A83CCE-DBCE-4B4D-BFA7-43FD260A4B6A

26) Q: Could the City please provide sample layouts for the different types of citations mentioned in Section 7.2 of the RFP?
A: See attached blank citation form.

27) Q: Could the City please share technical specifications for the interfaces mentioned on Page 22 of the RFP? (For example: data format, preferred method of data transmission, and other details.)
A:

System	Data Flow	Data Flow Direction
Computer Aided Dispatch	Unidirectional	CAD → e-Citation
CLETS	Dependent upon solution	Dependent upon solution
Records Management System	Unidirectional	e-Citation → RMS
Los Angeles Superior Court e-Citation	Unidirectional	e-Citation → Superior Court

28) Q: Please clarify whether vendors must submit any proposal documentation in hardcopy to the City. In PlanetBids, the "Bid Information" tab refers to submitting original forms by mail in addition to responding electronically. However, Section 4.11 of the RFP document indicates these forms are to be uploaded online to PlanetBids.
A: Proposers are to submit all documents in PlanetBids. Hard copies are not required.

29) Q: Clarify 9.1 Financial stability
A: The information is as follows in section 9.1 of the RFP: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:

- a) Financial Statement or Annual Report;
- b) Business tax return;
- c) Statement of income and related earnings;

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

30) Q: Please specify if any grant funding will be used.
A: Please refer to addendum questions 19 and 25.

31) Q: Does LBPD have any preferred---Would you build a custom or out of the box solution or do you have any preferred vendors.
A: The goal of the RFP is to find an electronic Citation Data Collection system.

32) Q: Does LPPD have any samples of the citations, parking and/or payment citation forms?
A: See attached citation.

Exhibit 1: Citation Form

CITY OF LONG BEACH - POLICE ☐ Misdemeanor (Citation No.)
NOTICE TO APPEAR ☐ Traffic ☐ Non-Traffic **B1234567**

Date of Violation / /	Time	☐ A.M. ☐ P.M.	Day of Week S M T W T F S	DR #	SUPP #

Name (First, Middle, Last) ☐ Owner's Responsibility (Veh. Code 40001)

Address

City	State	Zip Code

Driver License No.	State	Class	Commercial ☐ Yes ☐ No	Age	Birth Date / /

Sex	Race	Hair	Eyes	Height	Weight	Other Description

Veh. License No. or VIN State

Yr. of Veh.	Make	Model	Body Style	Color

☐ COMMERCIAL VEHICLE (Veh. Code 15210(b))
☐ HAZARDOUS MATERIAL (Veh. Code 353)

Evidence of Financial Responsibility

Registered Owner or Lessee ☐ Same as Driver

Address ☐ Same as Driver

City State Zip Code

Correctable Violation (Veh. Code Sec. 40610) ☐ Booking Required (See Reverse) Misdemeanor or Infraction (Circle)

Yes	No	Code and Section	Description	Misdemeanor or Infraction
☐	☐			M I
☐	☐			M I
☐	☐			M I
☐	☐			M I

SPEED APPROX. >	P. F. / MAX. SPEED	VEH. LIMIT	ACCIDENT ☐YES ☐NO	HBD ☐YES ☐NO	☐ RADAR ☐ PEDESTRIAN

LOCATION OF VIOLATION(S) CITY OF LONG BEACH

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THE FOREGOING IS TRUE AND CORRECT. ☐ VIOLATIONS NOT COMMITTED IN MY PRESENCE, DECLARED ON INFORMATION AND BELIEF

DATE / / ARRESTING OR CITING OFFICER DID DIVISION

DATE / / NAME OF ARRESTING OFFICER, IF DIFFERENT FROM CITING OFFICER DID DIVISION

WITHOUT ADMITTING GUILT, I PROMISE TO APPEAR AT THE TIME AND PLACE INDICATED BELOW.

X SIGNATURE

WHEN: ON OR BEFORE THIS DATE: / /
WHAT TO DO: FOLLOW THE INSTRUCTIONS ON THE REVERSE.
WHERE: Governor George Deukmejian Courthouse
275 Magnolia Avenue, Long Beach, California (213) 742-8809

☐

☐ To be notified ☐ You may arrange with the clerk to appear at a night session of the court

Bar Code Label Bar Code Label

B1234567 *1941*

Judicial Council of California Form
Revised 5/17 (Veh.Sec. 40500(b), 40513(b), 40522, 40600; Pen Code Sec. 853,9) TR-130 SEE REVERSE SIDE COURT COPY

Addendum #1 – RFP No. PD20-69

PREPARED BY: James Vazquez, Buyer I

ACKNOWLEDGED BY:

Tyler Technologies
Company Name

Mike McAleer
Print Name

General Manager - Brazos
Title

Signature

5/27/2021
Date

Table of Contents

1. Executive Summary

In response to the City of Long Beach's RFP for a Police Department Electronic Citation Data Collection System, Tyler Technologies is proposing our **Brazos eCitation solution**, which will run on the City's existing iOS devices. Our response reflects our understanding of your requirements and our ability to deliver the quality products and services you need for a successful project. Tyler's Brazos solution offers an integrated solution of comprehensive applications designed to resolve the agency's complex needs today and in the future.

Brazos Solution Software

In the world of electronic ticketing, accurate data collection and processing allow officers and court personnel to enforce the law safely, efficiently, and effectively. To do this, law enforcement officers and court personnel need a robust eCitation solution capable of capturing data for issuing and processing citations— and that's what Tyler's Brazos does.

Brazos provides a device-independent electronic citation solution that can be used on handheld, laptop, tablet, and cellular devices with a Windows, Android, or iOS operating system. It is a complete solution that covers the full gamut—from data capture to processing to transmittal straight into most systems. Brazos is not just for eCitations, but it also works for most public safety mobile applications.

With its configurability, integration, and virtually unlimited scalability for the future, Brazos empowers customers to leverage their existing public safety and courts applications. This increases efficiency and ensures that data collected is always secure during the collection, storage, and transfer processes.

Officer safety during a traffic stop is of the utmost importance, and Brazos reduces the time officers spend on the roadside dramatically. In fact, agencies report that officers went from spending up to 10 minutes on the scene to less than three minutes. All these reasons and more are why hundreds of agencies and courts throughout the United States use Brazos to complete more than 10 million citations annually. Tyler's Brazos solution is the most complete eCitation solution in the industry and includes a robust back-end capability that is not found with other solutions. Some examples of those capabilities are:

- Complete control over every drop-down in our applications from the website (i.e. locations, offenses, officers, etc.).
- Full administrative control over all users and devices to control which users can view or modify all data fields.
- Citation Detail Reports which look exactly like the violator copy and can optionally print with the photographs, fingerprints, signatures, video and/or audio notes.
- Complete control over the citation numbers including complete audit reports to account for all citation numbers.
- Web-based Citation Entry Screen for entry of any paper tickets. This will allow all reports to be complete as well as retaining all electronic interfaces for 'paper' tickets.
- Detailed statistical reporting for the officers such as count reports, location reports, selective traffic enforcement reports, racial profiling reports and many others.
- Complete history of each device including number of tickets, who was logged in, last sync dates, and any errors or activities performed on those devices.

- Detailed workflow for citations that can include approvals, rejections, and current status of each record with regards to each export.

Each of these features is available for every application within the Brazos system, including eCrash. In fact, Brazos eCrash is currently in use at over 250 agencies and is the statewide eCitation and Accident Reporting system for every law enforcement official in the State of Nevada. Tyler provides a free interface to the CHP SWITRS system for our California eCrash agencies.

Our success is based heavily on the fact that our system has been designed by the officers themselves. We employ a highly collaborative approach to implementing our solution, and we hire off-duty police officers to conduct our training. With our extensive experience, we understand the nuances of the law enforcement community. This experience minimizes the risk to the agency by not having to "reinvent the wheel," thereby limiting the customizations to the user interface and providing the officers with a usable system very quickly.

Benefits of Brazos

Increased Safety: Officer safety is of the utmost importance in the citation process. One key benefit to electronic citations is the minimum number of trips between the subject's car and the officer's car.

Increased Productivity: By using the Brazos solution, officers will experience a dramatically decreased time to complete the citation – from the beginning of the citation to the completion of printing the violator's receipt. One Brazos client completed the entire process in one minute and 21 seconds on an actual traffic stop. Although this represents the best-case scenario, officers will certainly notice an improvement over handwritten citations.

Data synchronization also occurs easily and efficiently. With the Brazos solution, the client dictates and completely controls the frequency of uploads. Officers can upload the citations/warnings/etc. to the e-citation server, download any new lookup information and download/install any software upgrades in real-time – hourly, daily, etc. – all with the tap of the screen. IT never needs to deploy anything to these devices.

Increased Efficiency: Brazos improves the accuracy of citation data entry. With data validations, error checks, autofill based on key data elements (as defined by the client) and automated workflow routing, citations can feed directly into the court/RMS systems. Our system is built on an enterprise framework called the Mobile Application Environment Tool Kit (MaeKIT), which allows any device to communicate directly with an industry-standard database without the need for a dedicated intermediary server or workstation. The primary platform is entirely web-based, the devices transfer data using industry-standard XML and all data are secured through multiple layers of access control, encryption and compression. The Brazos solution was built entirely without programming using MaeKIT. Because of MaeKIT, Brazos can almost identically match the look, feel and practice of each client's existing citation system.

Brazos Implementation Approach

We know that implementing a new system is not easy, so we have tailored our solution to assist Long Beach in as many ways as possible from start to finish. Our proposal provides a full range of services designed to help you get the most out of our products which includes:

- Needs Assessment & Kickoff – to ensure that the Brazos implementation team understands your needs thoroughly.
- Setup & Configuration – getting the details right.
- Verification – making sure all of those needs are met to your specifications.

- Pilot Testing – making improvements.
- Full Rollout – training your officers, fine tuning, and turn-over to Support.

Brazos Support

We pride ourselves on customer service and on our support after the sale. Our Support Center Hotline is available **24x7x365**.

Using our web-based technology we offer the most comprehensive maintenance program in the industry. Not only do our customers receive all upgrades and major/minor version of software, we will make any configuration change to any part of the solution at **NO ADDITIONAL CHARGE!** Our 'No Change Order' policy will ensure that our customers will continue to have a relevant and superior solution for many, many years and will save thousands of dollars in the future.

Commitment

At Tyler, we are uniquely qualified to meet the needs of Long Beach through our experience, our software, and our absolute commitment to customer satisfaction. That commitment, along with the consistent evolution of technology and software features, has resulted in a retention rate of 99 percent and long-term relationships with our users. With more than 15,000 customers, this partnership is an integral part of who we are and what we do. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it.

Tyler Alliance

The Tyler Alliance provides integrated criminal justice and public safety solutions that connect departments, agencies, and jurisdictions better than any other solution in the market. As part of the Tyler Alliance, Brazos can interface with other Tyler's Odyssey Court System and other Tyler systems to seamlessly transmit data with no additional fees.

Partnership

We want to thank Long Beach for the opportunity to respond to your RFP and for your time and consideration during the review process. At Tyler, we feel the evaluation and selection of new software should be as much about people as it is product, with the ultimate decision resulting in a partnership between the customer and their chosen software provider. It is our firm belief that Tyler is uniquely qualified to be that partner and more than meets the needs outlined by Long Beach in this document. Should you agree, we look forward to progressing to the next stage in your evaluation process.

2. Organization Capability and Relevant Experience

Section 9: Company History and References

9.1 Company Profile

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (http://www.sos.ca.gov/business/).

  Tyler Technologies is a publicly held corporation incorporated in Delaware. Tyler is registered with the State of California Secretary of State to conduct business in the state of California.

- Location of the company offices.

  Tyler is headquartered in Plano, Texas with 28 office locations across the U.S. and Canada.

- Location of the office servicing any California account(s).

  Brazos operates out of College Station, Texas.

- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.

  6600+ nationwide, 57 Brazos

- Location(s) from which employees will be assigned.

  All employees assigned to this project will be from the Brazos team.

- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.

  Seth Dinehart – Lathrop, CA, mobile: 707.761.6587

- Company background / history and why Contractor is qualified to provide the services described in this RFP.

  Tyler Technologies, founded in 1966 and headquartered in Plano, Texas, is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with customers to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of citizens. Tyler has more than 26,000 successful installations, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. These mission-critical applications provide the public sector with the ability to streamline and automate operations resulting in improved productivity and reduced costs.

  With decades of exclusive public sector experience, Tyler is the market leader that provides integrated software and services; our singular focus, subject matter experts and in-depth products result in a sustainable customer partnership that delivers the industry's most comprehensive solution.

  We are known for long-standing customer relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services *including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.*

Public Sector Focus

Tyler's business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector.

Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler—a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services.

Tyler's expansive offering of professional services is designed to complement its software offerings and produce the optimum working environment for local government customers.

- *Consulting*
- *Conversion*
- *Customization*
- *Training*
- *Live ongoing support*
- *Network management*

Brazos Background

In 2015, Tyler acquired Brazos. Brazos was founded in 2000 specifically to focus on the emerging handheld technology field and today is 100% focused on this technology. We have implemented our solution in over 1500 law enforcement agencies across the country, including multi-department/multi-agency and state DPS implementations. Brazos is a time-tested, proven solution that has been a leader in the market for over 20 years. We spend more on Brazos research and development than other solution providers and continue to strive to find new and innovative ways to provide mobile solutions to assist the law enforcement community. As part of Tyler, Brazos continues to offer industry-leading mobile software solutions to law enforcement agencies and is committed to the Public Safety marketplace. We hire former law enforcement for all of our operations positions. These resources provide both the relevance of solutions to our development team as well as to the officers we are training. Our team of 57 dedicated members are solely devoted to the Brazos products and services.

We take a long-term approach both to this solution and to our customers and look forward to the opportunity to partner with Long Beach.

- Length of time Contractor has been providing services described in this RFP to the public and/ or private sector. Please provide a brief description.

  Tyler's Brazos has led the industry in mobile software solutions since 2003. We have over 124,000 officers at 1500 agencies across the country using our hosted eCitation solution. Our outstanding 24x7x365 customer service, no change fee policy, and agency-specific configuration capabilities are just a few of the reasons why Brazos continues to lead the market.

  The figure below shows the states in which Brazos is in use.

- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

  Once the contract is awarded, Tyler will assign a Brazos Project Manager. At this time, we anticipate that Hannah Neumann will be the project manager, depending on when the contract is awarded.

Hannah Neumann, Project Manager	
Summary	Hannah has more than eight years of experience leading the implementation of a wide range of projects. Her primary responsibility at Brazos is leading the configuration of eCitation solutions and their corresponding interfaces for local government agencies. She leads the implementation process, bringing in cross-functional teams and subject matter experts as necessary. Prior to joining Tyler Hannah worked as a project manager at FinTech, successfully taking several products to market.
Project Experience	**Fayetteville Police Department, Arkansas** September 2020 – May 2021 With a task force of approximately 150 officers, Fayetteville was the first agency in the state of Arkansas to go live with Brazos eCitation. The department went live with a pilot group of officers in December 2020 and proceeded to roll Brazos out to the entire agency over the following months. Working primarily with the agency's records coordinator, Hannah was able to effectively work through

testing and QA, to ultimately deliver a seamless process from the PD to records and the courts.

Sedalia Police Department, Missouri
March 2021 – July 2021
Hannah is currently working with the Police Department of Sedalia, MO to implement Brazos. Brazos will be the agency's first eCitation solution; they are currently still issuing paper tickets. The agency will be utilizing Brazos to issue Tickets and Warnings for State and Local Ordinance violations. Hannah is also working with New World and the County and State Courts to make sure tickets import successfully into all the necessary systems.

Laredo Police Department, Texas
March 2021 – July 2021
Hannah is close to wrapping up the implementation of eCitation, Crash, Tow, and Criminal Trespass Warning modules for the City of Laredo, TX. The agency has a taskforce of just under 500 and will be going live with a pilot group of officers in July of 2021. Hannah has gathered all of the requirements for the project and driven the project towards completion under a compressed timeline.

Education Northern Michigan University, Marquette, MI – Bachelors of Science, Marketing
PSM1, PSM2 (Scrum.org)

Skills Proficient in JIRA, Confluence, Microsoft Project, Microsoft CRM, and Trello

- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability.

  As a publicly traded company, Tyler's financial statements are publicly available and can be accessed on Tyler's website. Tyler does not provide any additional non-public financial information. A copy of Tyler's financial statements, excerpted from Tyler's 2020 annual report, can be found in Appendix B. Please see www.tylertech.com for more.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors

Yes ____ No _X_

9.3 References

Client Name: State of North Carolina	
Project Description	The State of North Carolina's statewide eCitation implementation's initial scope included 453 state, county, municipal, and specialty law enforcement agencies and over 27,000 officers statewide spanning all 100 counties. This included Tyler's eCitation as the primary system implemented with integrations to three third-party interfaces: (1) North Carolina Department of Motor Vehicles; (2) North Carolina Administrative Office of the Courts Case Management System; and (3) North Carolina Administrative Office of the Courts eWarrants application. The implementation timeline included approximately three (3) months for product definition and analysis, three (3) months for development, three (3) months for solution validation and testing, and one (1) month for statewide training of pilot agencies. The entire statewide rollout was completed in 15 months for all 453 agencies. The transition from the NCAOC's current eWarrants and Court Case Management systems to Tyler eWarrants and Odyssey CMS are in progress.
Project dates	Start: 12/2020 End: On-going
Tyler Staff Involved	Dedicated Project Manager, Dedicated Developer, Strategic Account Manager, Support Team Lead, Software Support Analysts (3)
Contact Name	Brad Fowler, Chief Business Officer – North Carolina Judicial Branch
Contact Phone Number	919.890.1223

Client Name: Wyoming Highway Patrol	
Project Description	Brazos eCitation Site License for entire agency • Interface to New World RMS • Interface to WYCITE CMS • Interface to ASPEN (Commercial Vehicle Inspection) • Deployed on Getac tablets
Project dates	Start: 10/2018 End: Summer 2019
Tyler Staff Involved	Project Manager, Deployment Manager, Adjunct Instructor, Product Analyst
Contact Name	Captain Karl Germain
Contact Phone Number	307-777-4309

Client Name: State of Nevada	
Project Description	On-going State-wide Roll-out In 2011, Tyler eCitation and eCrash were rolled out to every agency in the State of Nevada after a previous vendor who could not support a statewide project. Included in the project were eCitation and eCrash mobile solution, web and application maintenance and upgrades, and adhoc reporting using the IBM Cognos reporting engine. Nevada eCrash is a single system that is the same for all agencies in the state. Each agency's citation is configured to meet the needs of the agency and local courts. In 2019 the State of Nevada added Global Tow Reporting. Individual agencies are able to add additional modules (at their own expense) such as K-9, Field Interview, Code Enforcement, Parking Enforcement, Animal Control, and more. The agencies run our solutions on Windows, Android, and iOS handhelds, cell phones, and tablets and use Zebra ZQ520 printers. Since 2011, the agencies have written over 2.5M citations, with an average of 225k added annually. All Nevada crash reports are now electronic using Tyler eCrash.
Project dates	Start: 2011 End: On-going
Tyler Staff Involved	Dedicated Project Manager, Dedicated Developer, Statewide Support Lead, Support Agents (2)
Contact Name	Kevin Tice, Traffic Records Manager
Contact Phone Number	775-600-5884

Client Name: Las Vegas Metropolitan Police Dept.	
Project Description	*Part of State of Nevada Roll-out*
Project dates	Start: 2014 End: On-going
Tyler Staff Involved	Project Manager
Contact Name	Ofc. Ted Mondragon
Contact Phone Number	702-828-8528

Client Name: Fayetteville, AR	
Project Description	With a task force of approximately 150 officers, Fayetteville was the first agency in the state of Arkansas to go live with Brazos eCitation. Under a compressed timeline, the department went live with a pilot group of officers in December 2020 and proceeded to roll Brazos out to the entire agency over the following months. The agency is now live and fully transitioned over to the Brazos Support Team.
Project dates	Start: September 2020 End: May 2021
Tyler Staff Involved	Project Manager
Contact Name	Emily Jones, Records Coordinator
Contact Phone Number	479.587.3574

9.4 Business License

Tyler is registered with the State of California. In the event a local business license is required should we be awarded this contract, we will obtain a business license for the City of Long Beach.

3. Statement of Work and Specifications

Section 7: Project Specifications, Item 3: Statement of Work and Specifications

a. General Requirements

i. Project Delivery Model

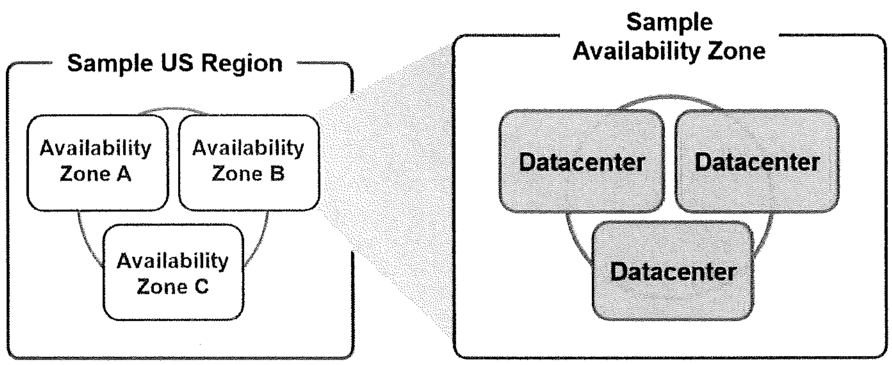
For this project, Tyler proposes our hosted model, which houses nearly all of our 1500+ customers and resides on the highly secure AWS GovCloud.

AWS offers a best-in-breed solution with high uptime and reliability, exceptional support, and top-notch security. This virtual network closely resembles a traditional network that operates locally in your own data center, with the benefits of using the scalable infrastructure of AWS. Hosting the Brazos Solution on AWS GovCloud offers the following benefits:

- *No network, hardware infrastructure, or server licensing for our customers to worry about – Everything is covered by AWS. Plus, AWS provides continual innovation so systems hosted in the cloud are always operating in a state-of-the-art IT infrastructure.*
- *Robust and scalable – As the system increases in size, the capacity of the database and AWS GovCloud VPC will expand with it which means we will never "outgrow" the hosted environment.*
- *Redundant infrastructure – To minimize disruptions, AWS employs compartmentalization, with multiple constructs that provide different levels of independent, redundant components. They operate in Regions, which are isolated from each other, meaning that a disruption in one Region*

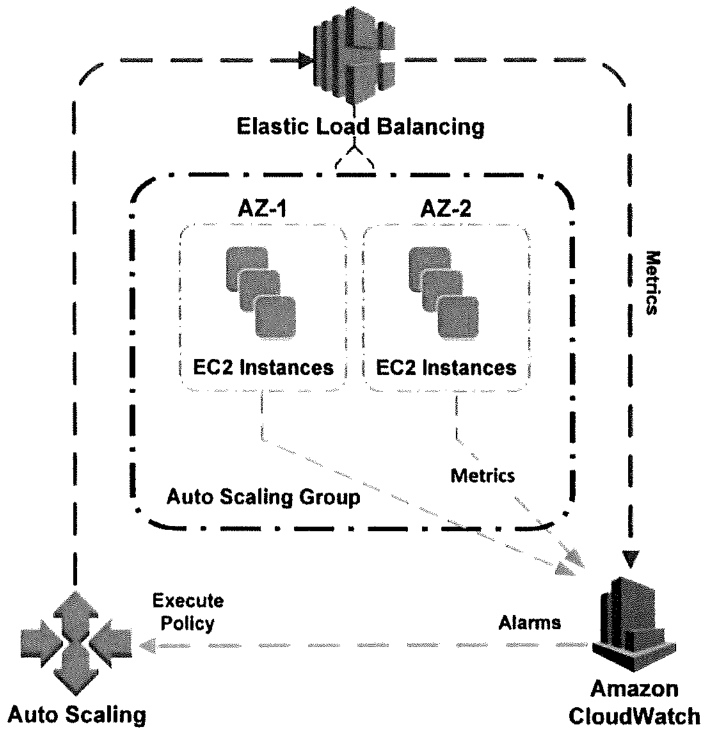
does not result in disruption in other Regions. Availability Zones are physically separated and isolated, and they are built with highly redundant networking to withstand local disruptions. AWS also leverages a concept known as cell-based architecture, by which resources and requests are partitioned into "cells" that are designed to be independent of each other. This design minimizes the chance that a disruption in one cell—for example, one subset of customers—would disrupt other cells. Additionally, although the likelihood of large-scale incidents is very low, AWS is prepared to manage them should they occur. They maintain a series of incident response plans covering both common and uncommon events, and we update them regularly to incorporate lessons learned and prepare for emerging threats.

The following diagram illustrates the standard redundancies of the AWS GovCloud.



Source: Amazon Web Services

In addition to the durability of the infrastructure, AWS allows the Brazos system to dynamically add or remove computing resources depending upon demand, allowing for unlimited scalability with auto scaling and Elastic Load Balancing. While AWS Auto Scaling adjusts capacity for multiple resources, Elastic Load Balancing distributes incoming application traffic across targets such as Amazon EC2 instances and containers. This is illustrated in the diagram below.



Source: Amazon Web Services

- *Secure – The AWS virtual infrastructure is designed to provide optimum availability while ensuring customer security, privacy, and segregation. AWS's highly secure data centers use state-of-the-art electronic surveillance and multi-factor access control systems and maintain strict, least-privileged-based access authorizations.*
- *Encryption – Multiple AWS Cloud services provide built-in integration with AWS Key Management Service to allow easy encryption of data. In combination with the encryption used in the Brazos itself, your data are highly secure.*
- *CJIS Compliant – AWS complies with the FBI's CJIS standard. AWS demonstrates compliance with applicable CJIS requirements as supported by third-party assessed frameworks such as FedRAMP, which includes on-site data center audits by our FedRAMP-accredited 3PAO.*
- *All data transferred between the devices in the field and the server are performed over a TLS 1.2 connection via webservices. This includes downloads, uploads, software distribution and error reporting. All communications are compressed and then encrypted via AES. Data at rest is encrypted with FIPS 140-2 and AES 256.*
- *Data Privacy and Ownership on AWS – Tyler manages access to all Brazos content and user access to AWS Cloud services and resources. AWS does not access or use Brazos content for any purpose without our consent. AWS personnel do not have the ability to log into customer instances. AWS never uses customer content or derive information from it for marketing or advertising.*
- *Audit Trail – AWS allows for continuous monitoring of all activity on our VPC, including actions taken through the AWS Management Console, AWS SDKs, command line tools, and other AWS*

services. This event history simplifies security analysis, resource change tracking, and troubleshooting.

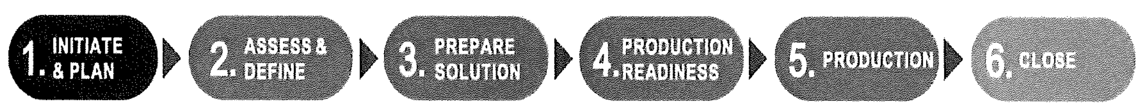
- Back-up and Disaster Recovery – AWS provides a set of cloud-based DR services that enable fast recovery of your IT infrastructure and data. Data are backed up to Amazon Simple Storage Service (Amazon S3) with 99.999999999% data durability. Data are transferred over a network from any location. System snapshots of all file data occur once every 4 hours and snapshots of the database once per hour. Each snapshot is a full backup of everything needed to restore all data that is being backed up.

ii. Project Documentation

All system documentation, including training manuals, is provided in electronic format via our website. The documentation is specific to the configuration for each customer and updated throughout the implementation process. The ticket writers themselves have the greatest number of changes during the initial startup phase, so we typically wait until all changes have been completed prior to delivery. The enhancement information is typically not added to the existing documentation until the change is approved and implemented by the customer. Changes to the documentation are also only made when Tyler makes the change. If the City would like a hard copy of the documentation, we can provide that.

iii. Project Management

Tyler is committed to delivering a successful and referenceable electronic citation project to our customers. Our implementation approach has been highly successful, and we feel that the steps outlined below provide the best method to minimize risks and ensure a successful project. The key is to involve the customer in all phases of developing and implementing software specifically for them, to meet their specific needs. Our average time to full deployment for a tier 2 or 3 agency from contract signature is 180 days. This includes full customization for the customer, electronic interfaces into the Court and RMS systems, customized reporting, installation, training, and the end-to-end operation of the entire solution.



1. Initiate & Plan

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

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the agency with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The agency gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the

Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the agency's team.

- *Formally launch the project.*
- *Establish project governance.*
- *Define and communicate governance for Tyler.*
- *Identify client project team.*
- *Project activities begin after the agreement has been fully executed.*
- *Schedule and conduct planning session(s).*
- *Develop Project Management plan.*
- *Develop initial project schedule.*
- *Provide Infrastructure Requirements and Design Document*
- *Initial Infrastructure Meeting*
- *Schedule SaaS Environment Availability*
- *Schedule Hardware to be Available for Installation*
- *Schedule Installation of All Licensed Software*
- *Infrastructure Audit*
- *Formally present and communicate the project activities and timeline.*
- *Communicate project expectations.*

2. Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current customer business processes. To ensure that our customer's needs are addressed, Brazos will conduct a thorough needs assessment that captures project as well as project owner information for all principals related to the project. Interviews with each principal involved are conducted to identify both existing processes and new processes that result from implementation of this system. From these interviews, a complete current and future project understanding is transferred from the customer to Tyler from which Tyler can provide recommendations and solutions.

During the needs assessment phase, a highly specific Work Order is collaboratively created that explicitly identifies the detailed operation, requirements of the entire system, roles and responsibilities for Tyler and the customer, along with a detailed project plan of deliverables for all parties. The customer is given the opportunity to approve this Work Order to ensure complete understanding of the entire system. The Work Order combines the requirements gathered along with the proposal requirements to comprise a Statement of Work, which guides the rest of the process.

- *Provide a basic understanding of system functionality.*
- *Prepare agency for current and future state analysis.*
- *Current State process review*
- *Discuss future-state options*
- *Make future-state decisions (non-COTS)*
- *Document anticipated configuration options required to support future state*
- *Agency attendees possess sufficient knowledge and authority to make future state decisions.*
- *Agency is responsible for any documentation of current state business processes.*
- *Client is able to effectively communicate current state processes.*
- *Order ticket writer hardware and any software necessary*
- *Order new server hardware (if necessary)*

- *Order the interfaces with Court and/or RMS vendor(s)*
- *Receive the interface downloads from the Court and/or RMS software*
- *Offense codes*
- *Lookup values*
- *Officer information*
- *Streets and locations*
- *Load all lookup values into the database*
- *Lay out the ticket writer interface*
- *Lay out the defendant receipts*
- *Verify with customer the layout of receipt and verify legalese*
- *Create sample citations and send those samples to software vendors (if they require verification)*
- *Receive hardware order and install devices*
- *The average duration for this is two to three weeks*
- *The two largest risk factors are hardware availability and court or RMS software vendor responsiveness.*

3. Prepare Solution

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

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

- *Prepare hosted environment*
- *Install Licensed Software with Initial Database on Server(s) for Included Environments*
- *Install Licensed Software on Client Devices (if applicable)*
- *Tyler System Administration Training (if applicable)*
- *The most current generally available version of the Tyler Licensed Software will be installed.*
- *The client will provide network access for Tyler modules, printers, and Internet access to all applicable agency and Tyler Project staff.*
- *Conduct configuration training*
- *Complete Tyler configuration tasks (where applicable)*
- *Complete Client configuration tasks (where applicable)*
- *Standard interfaces configuration and training (if applicable)*
- *Updates to Solution Validation testing plan*
- *Conduct process training*
- *Confirm process decisions*
- *Test configuration*
- *Refine configuration (Client Responsible)*
- *Refine configuration (Tyler Responsible)*
- *Validate interface process and results*

- *Update client-specific process documentation (if applicable)*
- *Updates to Solution Validation testing plan*

4. Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. It has been our experience that identifying and training a handful of key officers who we think will adapt to the technology quickly and can in turn teach the rest of the officers during the full deployment of the solution works best. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

- *Update Solution Validation plan*
- *Update test scripts (as applicable)*
- *Perform testing*
- *Document issues from testing*
- *Perform required follow-up on issues*
- *Perform Readiness Assessment*
- *Conduct Go-Live planning session*
- *Order peripheral hardware (if applicable)*
- *Confirm procedures for Go-Live issue reporting & resolution*
- *Develop Go-Live checklist*
- *Final system infrastructure review (where applicable)*
- *Update training plan*
- *Train the pilot officers on system operation*
- *Continue making improvements and incorporating changes to ticket writers*
- *Spend at least a day or two having the officers write 'warnings' in the field*
- *This phase is complete when we have the entire process complete and the officers are practicing with the technology*
- *This largest risk factor for the project is that most of the major portions of this project must be complete. The officers must begin the pilot with the software as close to complete as possible. There can be no false starts at this point.*

5. Production

At this point the pilot officers can train the remaining end users. Tyler will work with the client to define the training/rollout schedule to maximize efficiency. Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the agency will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the client to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

- *Install remaining devices and/or teach the customer's staff how to perform the install*
- *Complete any remaining documentation*
- *Transfer client to Client Services and review issue reporting and resolution processes*
- *Review long term maintenance and continuous improvement*
- *Define next steps and the post-implementation milestones*

- *Gather feedback on process and what went well and what needs improvement on the process*

6. Close

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

iv. Project Plan and Schedule Management

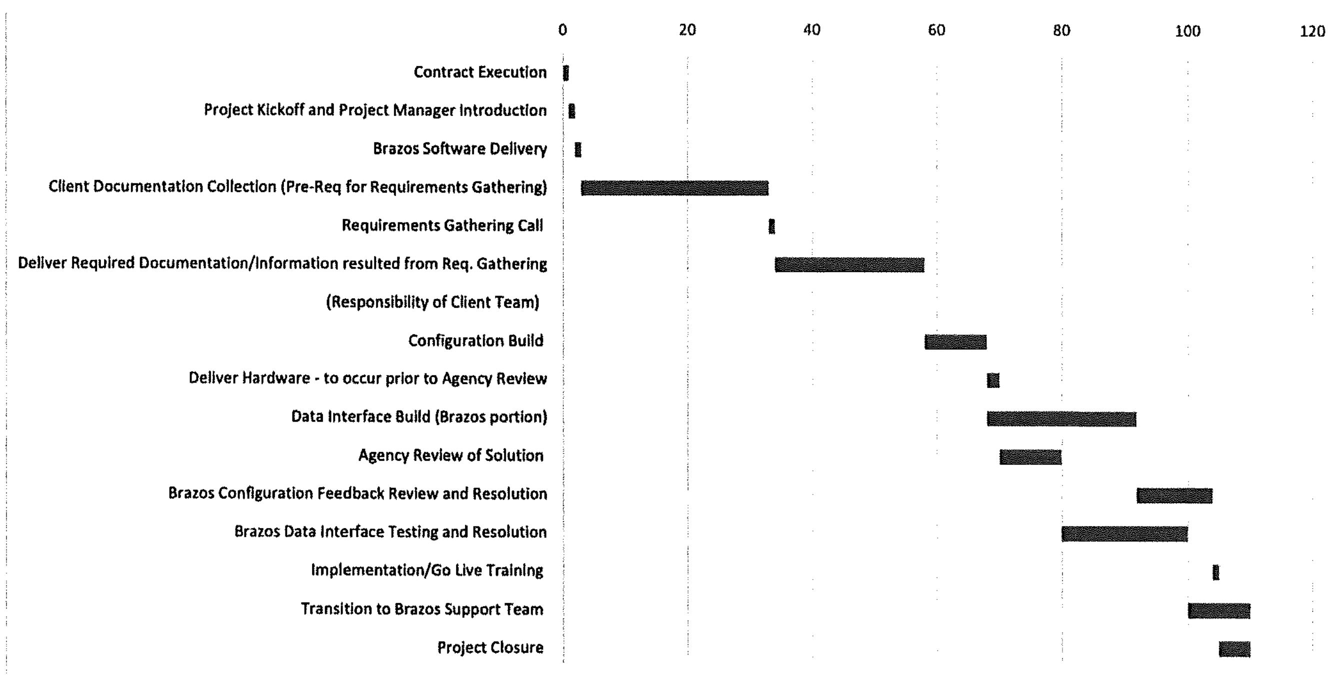
Tyler has provided a sample project plan on the following pages. We have utilized the information available in the agency's RFP to generate the timeframes. Be advised that any deviation from the schedule outlined in the RFP will affect the project plan. This plan is an estimate and in no way a guarantee made by Tyler.

Phase	Task	Activity	Description	Task Duration	Total Duration	Owner	Deliverables
1	**For multi-phase projects, process below would be replicated in similar manner**						
	1		**Contract Award**	TBD		JOINT (J)	
	2		**Tyler Project Manager Assigned**	**9 Days**	**9d**		
	3		**Welcome Aboard Call**	1 Day	10d		
		1	Project Team Introduced				
		2	Current Citation Documentation Requested			TYLER (T)	
		3	Current Citation Documentation Provided			AGENCY	Current Citation Documentation
	6		**Kick-Off Project**	2w	4w	J	Official Work Plan
		1	Kickoff Conference Call			J	
		2	Identify eCitation System (ECS) Requirements			J	
		2	Gather requirements from all project owners			J	
		3	Build official Work Plan			J	
		4	Verify Work Plan with vendors			J	Work Plan to be signed off by Agency
	7		**Sign-off of Work Plan by AGENCY**	3 Days	4.5w	AGENCY	
	8		**Order hardware**	TBD		T	
	9		**ECS Requirements Due**	TBD	4.5w	AGENCY	ECS Requirements Docs (from Kickoff)
	10		**ECS Requirements Format Approved**	1w	5.5w	T	
	11		**Build Scheduled**	3d	6w		
	12		**Setup Configuration of ECS (off-site)**	3w	9w		

		1	Setup and Configure mobile software			T	
		2	Setup and Configure all interfaces			T	Interface Documentation
		3	Layout the citation printouts			T	Sample Layouts for Approval
		4	Install mobile software onto AGENCY hardware (off-site)			T	
		5	Test solution using AGENCY hardware			T	
		6	Create sample interface files for AGENCY system(s)			J	
	13		**Create ATP Plan**	1w	10w		
		1	Build ATP Plan			T	
		2	Approve ATP Plan			AGENCY	
	14		**Tyler ECS Testing (QA)**	TBD	10w		
		1	Test Laptops and connectivity to server			T	
		2	Test all interfaces for server			T	
		3	Test web-citation entry screen			T	
		4	Test web-based reporting			T	
		5	Certify ECS based upon ATP			J	
	15		**On-site ECS Testing**	TBD	10w		
		1	Test laptops and connectivity to server			J	
		2	Test all interfaces for server			J	
		5	Certify ECS based upon ATP			J	
	16		**Agency Review**	2w	12w		
		1	Identify New/Revised Requirements			AGENCY	
		2	Resolve New/Revised Requirements			T	
		3	Test Updated ECS			T	
		4	Certify ECS based upon ATP			J	
	17		**Implementation**	6d	13w		
		1	Day 1: Train ticket agents in Classroom			J	
		2	Day 2: Field-based ECS training with Officers (Train the trainer)			J	
		3	Day 3: System Administrator Training			J	
		4	Introduction to Support Team Call			J	
		5	Additional on-site training	3 d		J	

		6	Approval for Go-live			AGENCY	Client signs off on go-live
		7	*GO-LIVE*			J	
	18		**Post-Implementation Phase**	2w	13.5w		
		1	Issues reported/New Requests submitted through Support Team			AGENCY	
		2	Post-Implementation Closeout Call			J	
		3	Solution Plan and Timeline for any remaining items delivered to client by Project Manager			T	Solution Plan & Timeline
		4	Client Transitioned to full-time Support			J	
	19		**Final Acceptance (items from task 15)**	1d	13.5w	T	Client signs off on project
	20		**End of Project**		14w		Debrief of all project principals

The following Gantt chart shows the key tasks and milestones:



v. Risk and Issue Management

Risk management *is an ongoing process that continues throughout the life of the project. It includes processes for risk management planning, identification, analysis, monitoring, and control. Many of these processes are updated throughout the project lifecycle, as new risks can be identified at any time. It's the objective of risk management to decrease the probability and impact of events adverse to the project. On the other hand, any event that could have a positive impact should be explored. The identification of risk normally starts before the project is initiated, and the number of risks increase as the project matures through the lifecycle. When a risk is identified, it is first assessed to ascertain the probability of occurring, the degree of impact to the schedule, scope, cost and quality, and then prioritized. Risk events may impact only one aspect of the project, while others may impact the project in multiple categories. The probability of occurrence, number of categories impacted, and the degree (high, medium, low) to which they impact the project will be the basis for assigning the risk priority. All identifiable risks should be entered into a risk register and documented as a risk statement.*

As part of documenting a risk, two other important items need to be addressed. The first is mitigation steps that can be taken to lessen the probability of the event occurring. The second is a contingency plan, or a series of activities that should take place either prior to or when the event occurs. Contingency plans implemented prior to the risk occurring are pre-emptive actions intended to reduce the impact or remove the risk in its entirety. Contingency plans implemented after a risk occurs can usually only lessen the impact.

Identifying and documenting events—such as schedule delays, cost overruns, reduced quality, and unhappy or dissatisfied stakeholders—that pose a risk to the outcome of a project is just the first step. It is equally important to monitor all risks on a scheduled basis by a risk management team and reported on in the project status reports. Continuous risk management provides a disciplined framework for proactive decision making for:

- ***Risk identification and assessment**: Continuously assess project dimensions for new risks, or changes to identified risks. Determine which risks deserve the most attention and risk-reduction effort.*
- ***Risk monitoring and management**: Monitor the risks according to their risk profile. Manage mitigation or contingency activities.*
- ***Risk review**: Regular reviews of the Risk Register. Communicate changes in the risk profile to the project leadership.*

*The **issue management process** is executed throughout each phase of the Project, on an interactive and ongoing manner. The Tyler Project Manager will oversee the maintenance of the Issue List. The Issue List will track the current status, next steps, person responsible, and other pertinent information. The Tyler Project Manager will perform a weekly review of the project Issue List.*

To effectively deal with issue management, the entire project team must be aware of the importance of identifying issues and obtaining proper resolution. The following steps will ensure that issues are visibly tracked. Note that communications and escalations can occur at any point in the process.

- ***Identify the issue:*** *Throughout the project, any issues that could hinder the team's ability to meet the project objectives must be identified. In some cases, issues may be risks (tracked using the risk management process) that have now been realized. Some issues may be broader, such as identifying a problem or risk external to the project that may impact project or business objectives. Issues can be identified by anyone involved with the project. If the issue turns out to be a risk or action item, it will be tracked per those procedures.*

- ***Review and Document the issue:*** *Once the issue has been identified, the project team will review the details and document the issue. When documenting the issue, the following information must be included for appropriate categorization (at a minimum): the issue number, date the issue was identified, source of the issue, issue description, issue priority, assigned resource, and target completion date. As the issue is worked, the issue work history and escalation status will be tracked. Any duplicate issues will be cross-referenced rather than added as new issues.*

- ***Identify in-Scope Issues:*** *To facilitate proper handling of an issue, it is important to note whether the issue is in scope or out of scope. The Statement of Work, Project Management Plan, and other contract documents will be the basis for determining whether an issue is an in-scope problem, such as a bug or missing hardware component, or an out-of-scope change, such as a technical requirement or a change in the organizational responsibilities. Out-of-scope issues must be identified as such, and a Change Order may be prepared, if necessary, to invoke the Change Management/ Change Control.*

- ***Assign the Issue and Determine the Resolution Approach:*** *Now that the issue has been reviewed and documented, the project team will assign an individual to work the issue. The issue assignee will then determine the optimal approach to resolve the issue, update the issue with the proposed resolution, and assign the issue to the appropriate team member for review and approval. Depending on the magnitude or complexity of the issue, it may be necessary to present the approach to the project team for review.*

- ***Resolution Approval:*** *Once approved, the issue work history is updated. In some cases, it may be necessary for the issue assignee to complete an estimate or schedule to complete the required resolution. The issue assignee must be an individual who has the knowledge and authority to make decisions regarding the issue.*

- ***Implement the Resolution:*** *Once the issue's resolution is approved, the issue assignee will move forward to execute the resolution on or prior to the target date. When necessary, the project's management team may need to reset priorities or reallocate issues so that a resolution is achieved. Progress updates to the issue will be logged in the issue management system and will be reviewed on a regular basis (via regular meetings, status reports, etc.) until resolved.*

- ***Monitor and Report Progress:*** *All issues must be tracked in the issue tool to formally track the status and resolution of the issues. Resolution history must be tracked in the issue log through resolution (and issue closure). Closed issues will be saved for reference. It is important to communicate the status of issues to the project stakeholders. Key issues from the Issue List will be presented, as a part of the status report, and open issues will be discussed in the regular status meeting. The issue management tool will be made available to all team members and can be viewed by the project stakeholders. Late resolutions must be addressed, rescheduled, and perhaps reassigned and/or escalated.*

vi. Testing

Tyler incorporates a thorough, multi-layer quality assurance process to ensure that all solutions are delivered to the City efficiently. During the Project Planning phase, the Tyler Project Manager (PM) will work directly with the customer project team to identify and document various client-specific scenarios that will need to be incorporated into the solution. These scenarios may be designed to account for a variety of business-process, device-specific needs, or interface requirements, and help to establish a comprehensive set of expectations for the definition of project success. Several examples are listed below:

- *Device Configuration Verification*
    - *Confirm court dates/times are set correctly for all citation types, if court dates/times vary*
    - *Ensure citations/warnings are/are not allowed to be mixed, as defined by the City*
    - *Ensure all fields required for citation printouts are available for data-entry on the device*
- *Printout Verification*
    - *Ensure all fields on printout populate when data is entered*
    - *Ensure signatures print, if present on configuration*
    - *Verify correct legalese verbiage prints, if multiple courts available*
- *Website and Workflow Verification*
    - *Process sample citation scenarios to ensure proper workflow is in place*
    - *Verify user permissions levels and accessibility for all defined user permissions roles*
    - *Confirmation that standard reports extract data correctly*
- *Interface Verification*
    - *Verification of Interface file structure*
    - *Identification and confirmation of successful data import into correct system fields*

After compiling this User Acceptance Test (UAT) plan, both Tyler and the City will sign-off, and the UAT plan will then be incorporated into both Tyler and City UAT processes prior to implementation and go-live. Should the plan need to be modified due to newly identified information, the Tyler PM can facilitate as needed.

vii. Organizational Change Management (OCM)

With over 1500 successful implementations of the Brazos solution, Tyler has developed effective and efficient methods of managing operational changes at our customer sites. We will work with the City to identify points of change that must be managed and offer our assistance to make the transition as smooth as possible. Moving from paper citations to an electronic citation system (or even from an existing system to a new system) does involve operational changes that Tyler can help the City develop and deploy. The most significant changes are related to the officers themselves completing the citation via an electronic device. While our unique and comprehensive training program will significantly assist the officers in the transition, there will be some pushback from some officers who want to do things 'the way they have always done them.' The overall *strategy of deploying Brazos to a small number of pilot officers and then rolling out the solution to all officers is the most effective way to manage this transition.*

The City should expect the officers to request changes to the ticket writers about 30 to 60 days after the implementation. These changes will be enhancement requests based upon their experiences during the initial period. Since we provide our 'no change order' maintenance agreement, making these fine-tuning changes will further ingrain the ticket writers with the officers.

viii. Training

Training is an underestimated aspect of this project at most agencies and is a primary cause for failure. The goal for our training program is that the officers will be able to fill out the electronic citation long-hand (i.e., no DL swipe, VIN decode, or any other aid) and have it printed in less than four minutes. The training class also teaches first level troubleshooting techniques for when things don't go perfectly, the officer can still be fully operational. It has been our experience that identifying and training a handful of key officers who we think will adapt to the technology quickly and can in turn teach the rest of the officers during the full deployment of the solution works best. Therefore, throughout our 1500+ implementations, we have utilized a Train-the-Trainer approach to training users on our software. We provide these pilot officers with all the tools that they need to train the remaining officers.

We offer the same type of training for eCrash and the rest of the Brazos modules.

Classroom Training – User

Using a train-the-trainer approach, users are not only taught the basics of using the solution but also front-line trouble shooting techniques and best practices. The pilot officers will be given full device and software training to understand and become familiar with the technology. The training process includes producing several test citations with a trainer to ensure comfort with the technology. The duration of this phase is typically very short (one day) as most officers will pick up the technology quickly and be anxious to go out on the street for the practical application portion of training.

Practical Application – User

The practical application phase begins once the officers are familiar with the technology. At this point the pilot officers will begin writing real tickets. This process serves two purposes: 1) we validate the entire process for real prior to engaging the entire department, and 2) we can have some positive feedback circulating the department prior to full rollout. The duration of this phase is typically one day. Upon completion of this phase, there will likely be some informal training with other officers by the pilot officers, which is okay but should be kept to a minimum until the officers and court are comfortable enough to train the entire force.

Court Training – User

Tyler will provide training to Court personnel to provide them with the ability to identify the integrated ticket information as well as how to access the information directly from the Brazos system. This is normally presented as one full day of training and can be done on-site with the courts. It will include training on the Brazos Web Portal for running reports, ascertaining ticket information and troubleshooting. The Train-the-Trainer class is approximately two days long. The schedule for the class is as follows:

Day 1 – Officers (Train-the-Trainer)

- *Hardware Training –Handheld Device, Printer, Docking Cradle, Vehicle Cradle*
- *Software Training – Brazos eCitation – The Basics*
- *Software Training – Brazos eCitation – Test/ Sample Tickets*
- *Web Portal Training – www.brazostech.com*

Day 2 – Officers

- *Training – Integrating Brazos' Ticket Writer into patrol procedures*
    - *Beginning the shift*
    - *The Traffic Stop*
    - *Ending the Shift*
- *Training – "Live Tickets" – During this phase, representatives from Brazos will provide direct attention to the officers in an actual field environment to assist them with proper assimilation of the devices into safe, practical and effective law enforcement procedures*
- *Training – "Pushing" Tickets/Updating the Device*

Agency Administrator Training

This training is designed for supervisors and agency administration who may be responsible for having a basic understanding of how the system works and desire the ability to use the Brazos Web Portal for system oversight and the running of reports. It is normally presented in a three-hour block.

System Administrator Training

Tyler provides powerful management tools with great ease of use for agency administrators and management. Tyler will provide sufficient training to designated management personnel for them to be able to utilize those tools as well as have a solid understanding of the capabilities of the system. This training class is generally one day long and is conducted outside of the Train-the-Trainer class outlined above.

Additional classroom, practical, admin, etc., training is available upon request.

Online Post Implementation Training

Tyler University is a web-based eLearning system for training users on the Tyler products they are licensed to use. With Tyler University for ongoing e-learning; Tyler Community, the on-line forum for the exchange of product knowledge and ideas; the Client Executives and Customer Support Account Managers that will be assigned to your account to ensure your ongoing satisfaction and utilization of products augmenting our traditional Customer Phone Support Center, we are confident that our Support Organization is unique and the very best in the industry. This approach will ensure a successful partnership for many years to come.

ix. Software Maintenance and Support

Tyler prides itself on exceptional customer service and support after the sale. Our Toll-Free Brazos Support Center Hotline is available 24x7x365. Using our web-based technology we offer the most comprehensive maintenance program in the industry. As long as the customer stays current with *the annual maintenance contract, all of the following will be provided FOR NO ADDITIONAL CHARGE.*

The maintenance agreement will automatically renew for the number of licenses, servers, and interfaces in place at the time of renewal unless cancelled by the customer.

Technical Support

Tyler's Brazos provides two levels of technical support, via phone and email, to ensure that all issues are handled in an expedient manner.

Support Services. During the term of the Agreement, Tyler will provide the support services to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement. The Support Center Hotline is available 24x7x365.

Remedial Support. During the term of the Agreement, Brazos will provide support for those experiencing an error, defect, malfunction, or nonconformity in the Covered Software.

Upon receipt by Tyler of notice from Licensee through the Support Center Hotline of an error, defect, malfunction, or nonconformity in the Covered Software, Tyler shall respond as provided below:

Severity	Tyler's Response
Severity 1. Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.	Tyler will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. Tyler will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If Tyler delivers an acceptable work-around, the severity classification will drop to a Severity 2.
Severity 2. Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.	Tyler will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (4) hours. Tyler will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If Tyler delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.
Severity 3. Produces an inconvenient situation in which the Covered Software is usable but does not provide a function in the most	Tyler will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

convenient or expeditious manner, and the user suffers little or no significant impact.	
Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Tyler.	Tyler will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

Updates and Upgrades

Using our web-based technology we offer the most comprehensive maintenance program in the industry. The maintenance agreement will automatically renew on an annual basis unless cancelled by the customer. As long as the customer stays current with the annual maintenance contract, we will make any configuration change to any part of the solution (including updates requested by the Courts or the Legislature) at NO ADDITIONAL CHARGE. Our 'No Change Order' policy will ensure that our customers will continue to have a relevant and superior solution for many, many years and will save thousands of dollars in the future.

Part of our strategy for providing outstanding support is keeping all of our customers on the current version of software. Any time we release major or minor updates to the software, that software is updated to the server and automatically downloaded to all devices (with no IT intervention). We also have the ability to remotely update the operating system if needed but will be kept up to date FOR NO ADDITIONAL CHARGE. If for any reason a customer decides not to receive these upgrades, Tyler will support up to two versions back. If the software becomes older than two versions, there may be an additional cost to 'catch up' the software if the automatic updating process cannot run unattended. We typically provide minor releases at least once per month with major releases once per quarter.

The maintenance fee is waived in year 1 and begins in year 2.

Method of update notification

Major notifications for updates that impact the citations written during the release will be called in to the customer's Point of Contact so the officers may be notified that they can re-sync their handheld devices or laptops running the Brazos Solution. All minor software upgrades that will not affect the officer's day-to-day processes will be automatically pulled down upon next sync.

Notifications for updates that impact the courts will be handled through the customer's Point of Contact. Any minor upgrades to the court software that will not affect the court's day-to-day business will be automatically pulled down upon the next import.

Cost of updates

No additional costs are associated with this process; fees are included in the annual maintenance fee per device.

Person(s) responsible for installing the updates

Tyler's Lead Systems Engineer and the Brazos product staff will be responsible for installing updates and communicating major updates or changes to both the Court or RMS systems.

Remote Connectivity

As part of the Brazos Software Maintenance Agreement, Tyler uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix, to remotely log into the device (handheld/tablet/laptop/MDC) for maintenance and support. From deployment, implementation and on to support, Tyler can jump on a session at a moment's notice to provide quality customer service speeding up processes; greatly reducing risk to the implementation and accelerating our ability to respond to issues.

b. Functional Requirements

Tyler's Brazos eCitation solution is known throughout the industry as the leading edge eCitation solution on the market. Not only does Brazos provide a device-independent electronic citation solution that can be used on handheld, laptop, tablet, and cellular devices, it is a comprehensive solution that covers the full gamut – from data capture to processing to transmittal straight into any system you'd like.

Our solution includes a robust back-end capability that is not found with other solutions. It is the only one of its kind built on an enterprise architecture that allows it to be quickly and easily configured to meet the City's exact specifications, from field and screen layouts to customized workflows and business rules. The Brazos solution is an end-to-end, turnkey solution which provides tremendous flexibility, a high level of data security and integrity, and virtually unlimited scalability for the future. We provide the ticket writers (can be any portable device) and peripherals for the officers (for electronic citations, accident tracking, parking, signature capture, fingerprint capture, etc.); the back-end software for central review, reporting, and administrative functions; and court-specific features for standardizing all citation processing using our web-based server.

Our success is based heavily on the fact that our system has been designed by the officers themselves. We employ a highly collaborative approach to implementing our solution, and we hire off-duty police officers to conduct our training. With our extensive experience, we understand the nuances of the law enforcement community. This experience minimizes the risk to the agency by not having to 'reinvent the wheel,' thereby limiting the customizations to the user interface and providing the officers with a usable system very quickly.

Framework

Brazos is built on an enterprise framework called the Mobile Application Environment Tool Kit (MaeKIT), which allows any Windows, Android, or IOS device to communicate directly with any industry-standard database without the need for a dedicated intermediary server or workstation. The primary platform is entirely web-based, the devices transfer data using industry-standard XML, and all data are secured through multiple layers of access control, encryption, and compression. Brazos was built entirely without programming using MaeKIT. Because of MaeKIT, Brazos can almost identically match the look, feel, and practice of each of our customer's existing citation systems.

Brazos provides officers with the tools to create citations, warnings, and crash reports via handhelds or laptops, run state/NCIC returns wirelessly using the Brazos Message Switch or an agency's existing message switch, and update citation information real-time or batch.

Because MaeKIT was built as a framework to rapidly extend database functionality to handheld devices and laptops, it excels at interfacing with legacy systems. Therefore, interfacing with existing systems, and even in-house developed database applications for that matter, is exactly what MaeKIT was designed to do. In addition, *with MaeKIT our customers can leverage their investments in handheld/portable devices across many functions. There is no limit to what can be extended to the existing devices with MaeKIT. Citizen Relationship Management (CRM), Code Enforcement, Animal Control, City/County/State services, work orders, vehicle management, equipment checkout, and asset management tracking are just a few of the additional tasks that can be quickly designed and deployed to the existing force of mobile devices using the MaeKIT platform.*

Flexibility is the hallmark of Brazos. As you look at the actual screens of a device configured for electronic citation, it becomes difficult to differentiate one vendor's offering from another's. The one thing to keep in mind about Brazos that is different from others is that Brazos is operating on the device without any function-specific programming code. Almost every other vendor has written the solution as a program that runs on the device with the specific purpose of performing that function, essentially limiting the device to that function. This is not the case with Brazos. The Brazos device is running a configuration interpreter that can interpret any configuration – it was neither designed nor specifically programmed to do anything other than interpret the configuration designed for it. That means that the same device running the same Brazos software can be put to work to do just about anything – all developed using our web-based configuration tool and simply picked up by the device whenever it synchronizes. That is a powerful paradigm offering unlimited flexibility.

How the City can save using Brazos:

- *Reduce paper waste*
- *Minimize data entry errors*
- *Decrease dismissal rates through reduced errors*
- *Access NCIC and local warrants*
- *Better use of time and efforts, allowing for the reallocation of human resources*

Software and Services Proposed

For this project, Tyler proposes the following software (configured to meet the City's exact specifications) and services:

- *Brazos Hosted Server environment (resides on AWS GovCloud)*
- *500 Licenses for Brazos eCitation to be installed on existing iPhones*
    - *Misdemeanor/Infraction Notice to Appear*
    - *Traffic Violations*
    - *Non-traffic violations*
    - *Note: Each citation form can have its own layout, business rules, workflow, etc.*
- *AB953 STOP Data (included with eCitation package)*
- *Code Enforcement/Municipal Cite (included with eCitation package)*
- *eParking (included with eCitation package)*
- *Criminal Trespass (included with eCitation package)*
- *Brazos Adhoc Reporting and Heat Mapping tool*
- *System interfaces to LA County Courts and Los Angeles Superior Court (Tyler Odyssey), Central Square RMS*
- *All setup and configuration*
- *Training*

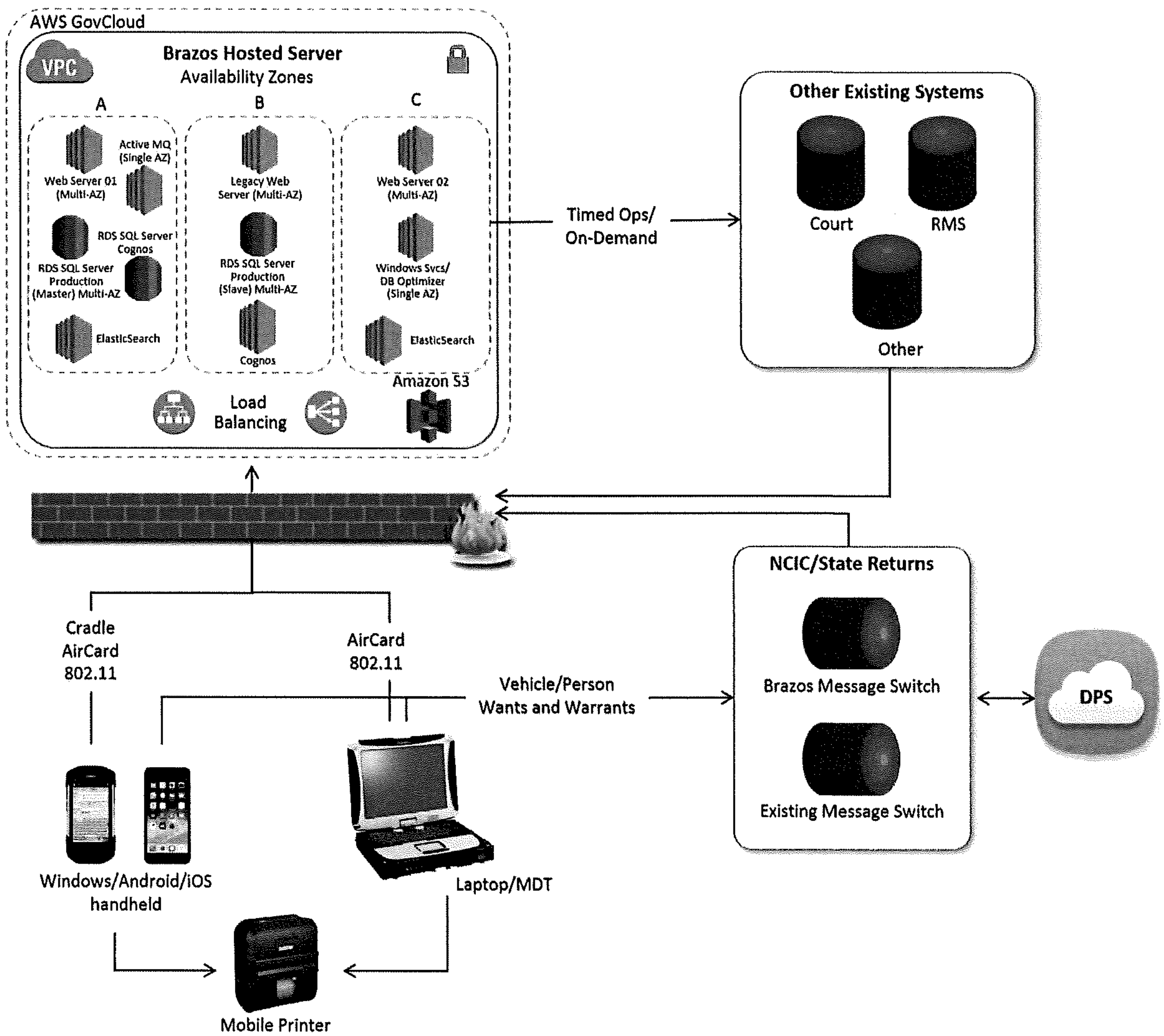
Optional:

- *Brazos Message Switch for device-level interface to run CLETS returns*

c. *Technical Requirements*

i. Application Architecture

Tyler proposes our hosted server environment for this project. The following diagram shows the high-level architecture of a typical Brazos implementation. All interfaces, data feeds, etc., will be established using XML or whatever format the customer dictates during the kickoff process.



Development Roadmap

Tyler intends to continue leading the industry in the development and delivery of our mobile solutions designed specifically for law enforcement and further integrating our solutions into other Tyler products.

Some of the major releases we have planned include:

- *Android beaming capability*
- *Single Sign On with MFA*
- *Improved text-to-speech*
- *Face ID (iOS) and Touch ID (Android/iOS)*
- *Tableau Reporting*
- *Geocoding and Spatial Mapping*

ii. Infrastructure Plan

No server hardware is required for our hosted solution. All server maintenance is the responsibility of AWS.

iii. Integration and Interface Architecture

Brazos was built on the idea that we would always be interfacing with other systems, and our import/export wizard allows new interfaces to be implemented very easily. Brazos can access ODBC-compliant databases, XML-based APIs, and file-based import/export methods for moving data to and from other applications, including legacy systems. This flexibility provides an enormous number of possibilities for increasing the value of our customers' investment by creating new functionality for the ticket writers or adding new applications to the devices.

We will match any file format (XML, flat file, CSV, etc) that would be utilized by the system we are interfacing with. We also will match any transport method (FTP, file drop, API, web services, and/or direct database injection) that is required for the interface. We have implemented all of these file types and transport methods in the past for both pushing data to other systems as well as receiving data from other system. Brazos utilizes a number of different webservice types including RESTful and SOAP, in addition to other webservice types the customer may use.

Brazos currently interfaces with nearly every court and RMS system on the market today, including CentralSquare RMS, CLETS, and the Los Angeles Superior Court (in testing phase). As previously stated, there are no additional fees for integration between Brazos and Odyssey Court System.

Almost as important as generating and delivering the data is integrating that interface in with the workflow. By integrating interfaces in with our workflow engine, we allow customers to have detailed control over when and under what conditions that data is delivered.

Appendix A: Additional Information

Brazos Customization Capabilities

Brazos will be 100% tailored to the meet the needs of each customer. Every aspect of the project (tasks, screens, print jobs, business rules, fields, etc.) is laid out exactly to your requirements and workflow. Citations are written on either laptops or handheld devices, uploaded to a central server, and further processed for integration in the RMS and court systems according to the workflow process defined by the customer. The information that resides on the central eCitation server is provided for reporting and analytical purposes.

With Brazos, all of a customer's departments can have separate configurations, logins, and business rules while retaining all of the electronic import capabilities and data sharing that the customer wants.

Customization of Brazos includes but is not limited to the following areas:

- *The names and order of the fields to match the paper citation that the officers are familiar with;*
- *Any number and type of fields on the screen are possible, with complex business rules enforced behind each field;*
- *Calculate court and arraignment dates based on current practices*
  - *Example: Court is held every Thursday at 9:30 AM. Violators are scheduled for the earliest date that falls within 10 business days.*
  - *It is possible for us to also meter the number of people for each date if we can access the court system directly.*
- *Calculate expired licenses and pop-up a message box to alert the officer;*
- *Calculate age from a license scan and pop-up a message box when offender is a juvenile;*
- *Detailed business rules that minimize the officers' time to complete accurate citations*
  - *Example: Only show Observed and Posted speed fields when speeding is chosen as an offense; only enforce them as required fields when they are shown.*
  - *Example: Only allow print to function when the signature box is occupied, otherwise show a message box detailing why the unit is not printing.*
- *Any number of alternative data entry types;*
- *Capture signatures – as many as needed (officer, offender, others);*
- *Capture free-form diagrams – as many as desired;*
- *Capture pictures and photographs;*
- *Block photo if violator is a juvenile;*
- *Capture voice recordings;*
- *Read 2D barcodes (like the ones other states are using in lieu of magstripes);*
- *Read any magstripe's data*
  - *From any state DL or ID;*
  - *From credit cards;*
  - *From student or any applicable local ID;*
- *Read VIN and determine the year, make, model of the vehicle;*
- *Uniquely organize offenses to help officers quickly find the correct offense based upon personal favorites;*
- *Use dropdowns and lists to help officers input information quickly and accurately;*
- *Customers can define how many violations can be assigned to each citation.*

Data Security

All security access to Brazos is defined and controlled by the agency via BuildIT. Brazos requires a valid login ID and password to both the device and the website (for running reports, administration, etc.). The users are each assigned a role(s) that defines what they have access to, and the user profiles are completely controlled by the agency. The Brazos system is designed on least privilege principles. We allow for LDAP integration for the website, which allows the agency to manage roles within an existing active directory implementation.

In addition to agency-specific security permissions, Brazos has many different features that ensure that data are never lost, either from the device to the eCitation server or from the eCitation server to the receiving system(s).

On the Device

Once an officer saves a record (citation, FI, or any other record), that information is backed up to a non-volatile area on each proposed device. That non-volatile area contains all information that has been saved along with the files needed to re-install the application. This means that not only are the data secure, but also that once power is reapplied to the device, the application will reload automatically without the need for IT intervention. We have never lost a record that was saved on the device. In one instance a ticket writer was left on the roof of a patrol car and ended up in a field. When the ticket writer was found two months later, after several rain storms, it was cleaned off and placed in the cradle. After the device was recharged, the software automatically reloaded, and five tickets were pushed off of that device.

In Transit

When the data is synced, there are two layers of technology that will ensure proper delivery. Brazos will provide the first safeguard for the information. Brazos works on a request/confirm model where all information is sent, validated, and confirmed before a transmission is considered complete. All data transmissions receive a valid and authenticated confirmation message before the information is removed from the mobile device. This method guarantees that all information is received and complete, even if a connection is lost during the sync process. We have never lost a record in transit from any mobile device back to the eCitation server.

On the Server

The Brazos eCitation server serves as a middleware product for electronically moving information from the mobile devices to the receiving system(s). It also serves as a robust reporting mechanism for any record captured from the mobile device. As such, the only mission-critical disaster recovery needs for this box are the continued processing of records not yet sent to the receiving system(s) and the continued process of citations that are being written on the street.

Once confirmation of the successful receipt of a record from the receiving system(s) is received by the eCitation server, Brazos can mark any and all records with the current status and the date that status was received. Brazos also allows agencies to re-download any citation record that was rejected after modifications are made to resolve the conflict. While this is a 'soft' safeguard to pushing the information to the other system(s), it is important to note that the City will have a complete system to resolve issues and resubmit records to any and all system(s).

With both layers discussed above to guarantee data delivery, any outage of the eCitation server would not result in a data loss situation. In the case of the eCitation server being unavailable, the records will remain either on the device or in the queue to be processed when the server comes back on-line.

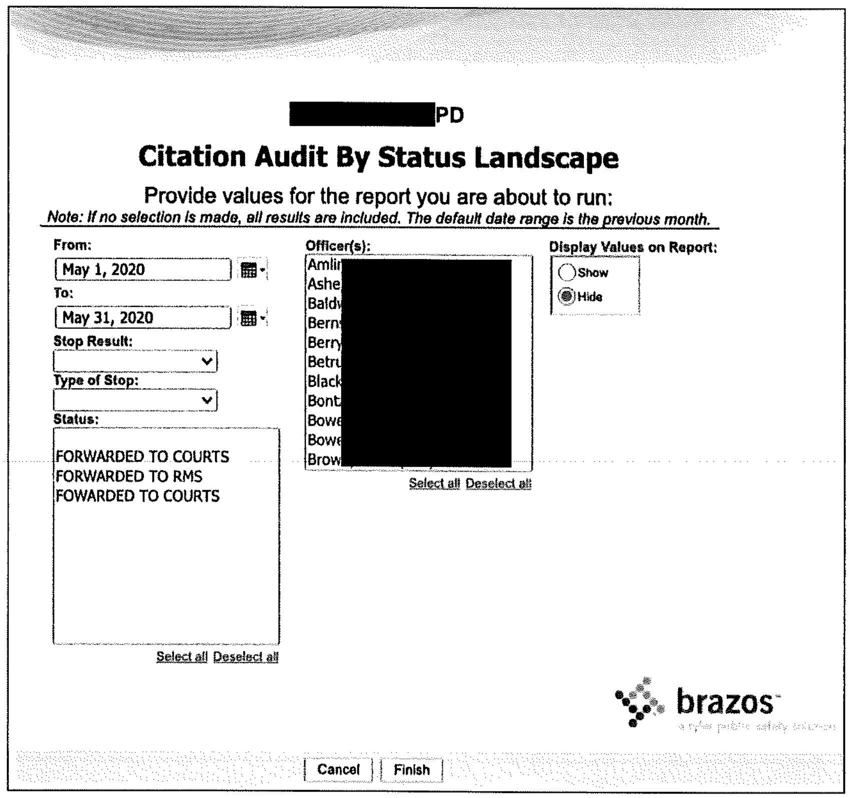
Reporting

Brazos provides a robust management reporting capability for which the customer controls the security access. Existing citation data residing in any database, including legacy databases, can be imported into Brazos. We work with each of our customers to determine the format and method by which the data can be converted. Once in the eCitation system, the data will be searchable and available for reporting along with new eCitation data records created in the field.

Any photo, video, audio clip, scanned document, etc., can be added to the system and associated with a particular incident number (with the proper security access and workflow approval as defined by the City). One of our standard reports, the Citation Detail Report, contains a PDF copy of the citation in the exact format as the defendant received it. It includes the option (at the discretion of the customer) to show pictures, voice notes, officer notes, drawings, or any other information. This PDF is automatically generated when the ticket or accident report is processed by the system.

Each and every report on the eCitation server allows for optional report parameters and sorting capabilities. The reports can be scoped by Beginning Date, End Date, Officer, Stop Results, Citation Number, Status, or whether there was Officer Notes or not. If a parameter is left blank then all records are assumed.

The following image is a screenshot from the Brazos website report generator.



You can export all of our reports to the following formats: 1) HTML, 2) Acrobat [PDF], 3) Excel, 4) TIFF, Web Archive, CSV, or XML file. You can also zoom on the report to provide larger text. When printing the report, you are prompted to select any printer on the network as with any standard Microsoft Office product.

Following is a sample list of some of our standard reports. Although this list is not all-inclusive it offers an example of what is available.

- *Accident Audit by Status – Displays all accident cases with status type for a particular time by officer.*
- *Accident Count by Month – Lists the number of accidents for a particular time by officer.*
- *Citation Accident Count – Displays all citations and violations where there was an accident.*
- *Citation Audit – The audit report for the courts with number of citations, violations, and who wrote them.*
- *Citation Count –The number of total citations, number of each violation written by each officer.*
- *Citation Count by Zip Code – Same as above but for a designated area.*
- *Citation Detail – An exact replica of the citation written to the defendant. It includes the option to show pictures, voice notes, officer notes, drawings, or any other information gathered by the officer.*
- *Citation Towing Count – All citations and offenses where a vehicle was towed.*
- *Citation Violation Audit – Same as the Citation Audit except for customer who have a unique ticket number for each offense.*
- *Citation Violation Audit by Offense – Same as Citation Violation Audit but can be scoped by a particular offense.*
- *Citations by Location – All Citations and Violations for a particular geographic area.*
- *FI Detail – Field Interview Report.*
- *Offense List – All offenses that are on the mobile devices.*
- *STEP Audit (Speeding) Report – Designed for overtime-based or focused traffic enforcement requirements.*
- *STEP Audit Report – Same as above but for non-speeding-based offenses.*
- *Stop Result by Racial Profile Count – Counts all stops by race and sex for each officer specified.*
- *Stop Results by Racial Profile Summary – A graphical display of the Stop Result by Racial Profile Count report.*
- *Stop Results Count – Counts all stops and their results as a Citation or Warning.*
- *Stop Results Search by Race Count - Counts all stops by race for each officer specified.*
- *Stop Results Search by Race Summary – A graphical display of the Stop Results Search by Race Count report.*
- *Stop Results Search Count – Counts all stops where a search was involved and whether or not contraband was found.*
- *Stop Results Search Summary – A graphical display of the Stop Results Search Count report.*
- *Violation Count – Total count of how many of each violation.*

Adhoc Reporting

Tyler's Brazos Adhoc Reporting tool allows our customers to perform true adhoc reporting. If the City wishes to perform true adhoc reporting using its own existing adhoc reporting tool, Tyler will provide a copy of the database which would be downloaded to another server (new or existing) so as to not negatively impact the production response time.

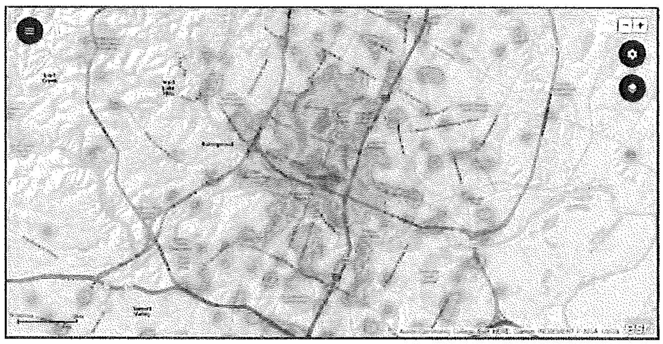
Dashboard

Brazos includes a configurable dashboard upon which authorized users can select what they would and would not like to see, including open items, ticket management, etc.

Mapping

Brazos utilizes both ESRI and Google Maps for locator services and mapping. Using exposed locator services and mapping providers from the County's own ESRI implementation, Brazos will allow the users to query which records should be displayed on the maps. Of course, all of this information can also be used for true adhoc reporting and report creation in multiple visual displays (i.e. charts, graphs, etc.). Brazos uses Cognos BI for all adhoc reporting and user-defined reporting.

Following is an example of a "hot spot" report that can be configured to be scoped by area, district, date/time, etc. Command staff can use this information to manage or redeploy patrol when necessary.



Audit Reports

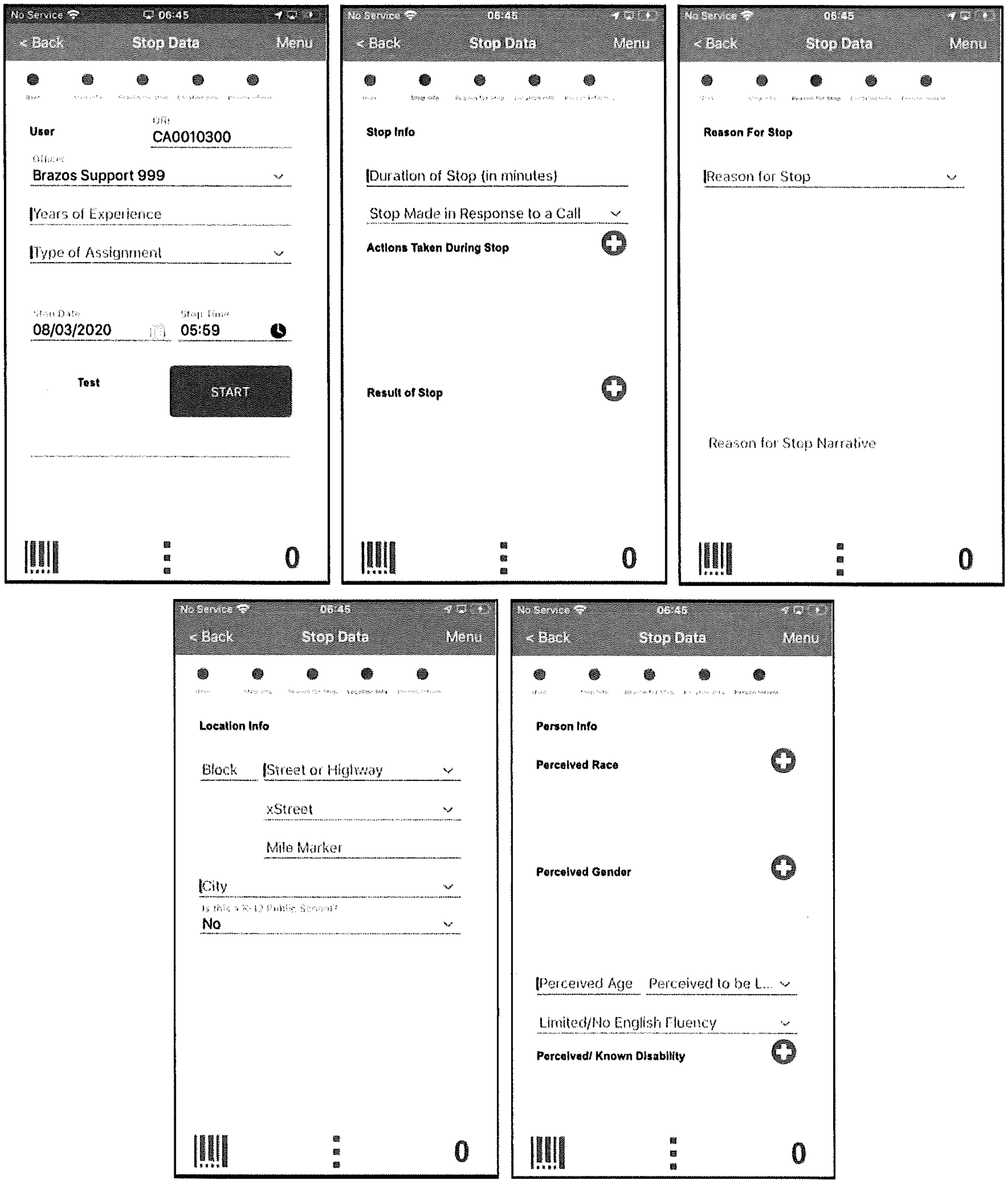
Brazos includes a workflow/review/approval process which will be configured to exactly meet the needs and requirements of the customer as described earlier. The customer controls who can make changes to the system, citation records, etc. Timestamps and signatures on approvals, voids, etc. are required as dictated by the customer.

Brazos records all entries, edits, deletions as well as user logins, and failed login attempts. We also provide standard audit reports so that the customer can see at any time where every ticket number in their jurisdiction resides. If customer would like to capture additional information such as record creation, submission for review, approval, rejection/change request, deletion, etc., and provide a notes field in an audit report, this is configured in BuildIT as well. We have implemented this audit functionality with many of our existing customers.

Racial Profiling/STOP Data

Tyler has already built the CA AB953 RIPA form for our California customers. This is offered as part of our standard eCitation module in California and allows agencies to capture all required demographic stop data.

Following are screen shots of the Stop Data task:



Following is an example of a Racial Profile Report created for a law enforcement agency in Texas. A similar report is available for California.

TX PD Mar 1, 2020 - Mar 31, 2020

Racial Profile Tier 1 HB3389 Export

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

Record Type	Citation Number	TypeofStop	StopResult	Arrest	Date	Time	Officer	Violator (Last, First)	Resident	Sex	Race	KnewRace	Location	District	SearchConducted	SearchConsent	ContrabandFound	ReasonForStop
CITATION	E072481	TRAFFIC	CITATION	N	Mar 26, 2020	16:07	[redacted]		N	F		N	200 PEACH STREET	Traffic	N	N	N	
CITATION	E058278	TRAFFIC	CITATION	N	Mar 19, 2020	15:42	[redacted]		N	M		N	2900 AMBLER	Traffic	N	N	N	
CITATION	E054541	TRAFFIC	CITATION	N	Mar 17, 2020	08:39	[redacted]		N	M		N	100 GRAPE		N	N	N	
CITATION	E072473	TRAFFIC	CITATION	N	Mar 17, 2020	09:46	[redacted]		N	M		N	3500 S.DANVILLE DRIVE	Traffic	N	N	N	
CITATION	E072474	TRAFFIC	CITATION	N	Mar 17, 2020	11:02	[redacted]		N	F		N	4200 BUFFALO GAP ROAD	Traffic	N	N	N	
CITATION	E058273	TRAFFIC	CITATION	N	Mar 16, 2020	12:29	[redacted]		N	M		N	AMBLER	Traffic	N	N	N	
CITATION	E011325	TRAFFIC	CITATION	N	Mar 15, 2020	00:55	[redacted]		N	M		N	800 S.TREADAWAY		N	N	N	
CITATION	E053867	TRAFFIC	CITATION	N	Mar 15, 2020	21:09	[redacted]		N	M		N	13TH		N	N	N	
CITATION	E012943	TRAFFIC	CITATION	N	Mar 14, 2020	09:15	[redacted]		N	M		N	1700 N TREADAWAY	B Co	N	N	N	
CITATION	E012944	TRAFFIC	CITATION	N	Mar 14, 2020	12:10	[redacted]		N	M		N	200 S PIONEER		N	N	N	
CITATION	E012945	TRAFFIC	CITATION	N	Mar 14, 2020	13:42	[redacted]		N	F		N	2200 N 14	B Co	N	N	N	
CITATION	E080510	TRAFFIC	CITATION	N	Mar 14, 2020	17:04	[redacted]		N	M		N	2700 S 20TH		N	N	N	
CITATION	E011324	TRAFFIC	CITATION	N	Mar 13, 2020	22:57	[redacted]		N	F		N	1100 SAYLES BLVD		N	N	N	
CITATION	E012941	TRAFFIC	CITATION	N	Mar 13, 2020	07:57	[redacted]		N	F		N	2300 N 3	B Co	N	N	N	
CITATION	E012942	TRAFFIC	CITATION	N	Mar 13, 2020	09:16	[redacted]		N	M		N	1700 N TREADAWAY	B Co	N	N	N	
CITATION	E016927	TRAFFIC	CITATION	N	Mar	00:47	[redacted]		N	F		N	2400 S		N	N	N	

Other Brazos Modules

eCrash

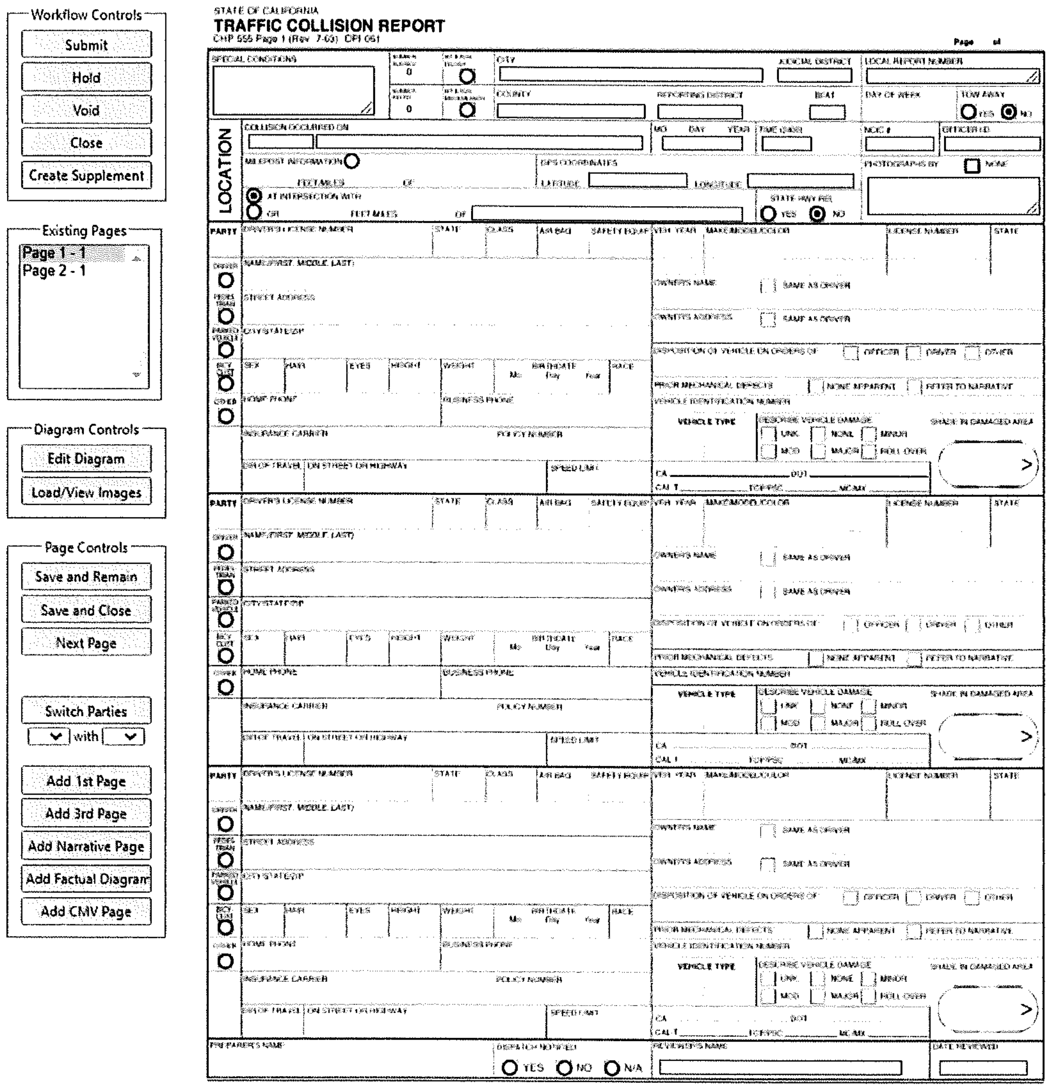
The Brazos eCrash module is also designed for handheld devices and laptops and allows officers to complete accident reports electronically in the field and realize the same benefits as from eCitation – improved accuracy, efficiency, and productivity. As with all other aspects of Brazos, the fields, screens, layouts, security, workflow, etc., are all defined and controlled by the agencies via BuildIT.

Brazos eCrash is currently in use in 12 states including California and is the statewide eCitation and Accident Reporting system for every law enforcement official in the State of Nevada. Tyler provides a free interface to the CHP SWITRS system for our California eCrash agencies.

eCrash on handheld devices looks fundamentally like citation and functions the same, allowing the scanning of Driver's Licenses, Registration, and Witnesses. The web-based eCrash screen looks exactly like the paper forms. The web-based user interface is designed to assist desk officers and people who are familiar with the paper forms and who may not use a handheld device. It has Scene, Vehicle, Non-Motorist and Witness pages and the user can tab through them to enter data. Our extremely comprehensive reporting engine allows our customers to run various statistical reports including ESRI-compliant shape files for importing into an existing ArcView system.

Once the reports are collected, Brazos provides the complete workflow process for approvals, denials, submissions to the state, report modifications and superseding reports, redaction, and the reselling of reports on-line.

The following image is the California CHP555 Crash Report as used by some of our existing California eCrash customers.



eParking Enforcement

Brazos includes a fully functional parking enforcement module which allows ticket agents to create parking citations on mobile devices, print them via wireless or Bluetooth communications to a mobile printer, and then upload them to the cloud-based eCitation server. The tickets will then be processed according to the workflow defined by the customer for integration in the RMS and court systems (as required by the customer). The information that resides on the central server is provided for reporting and analytical purposes.

Field Interviews

Brazos' Field Investigations (FI) module allows a Field Investigator to quickly and effectively document an investigatory contact of a suspicious person or persons and/or a suspicious vehicle. This task is also occasionally referred to as a Field Investigation Task due to its flexibility. The FI module incorporates common functionality from the eCitation module giving the Field Investigator the ability to scan a Driver's License or State-issued ID card, take a photograph or video, record notes, etc. NCIC queries and Biometrics (e.g., fingerprint capture) may also be incorporated into this task. This task, as well as all other modules within Brazos, is fully customized to fit the specific needs of the agency. The types of data to be collected, the business rules associated with each of the types (required/not-required, choose from specific values in a drop down, etc.), and the back-end processing and workflow are all defined by the agency.

Once complete and synced to the server, the Field Investigations record is easily searchable through our web-based front-end. The data may also be electronically imported into an RMS system.

Brazos also allows the Field Investigators to create barcodes and print them on labels for use in the field. The barcodes are generated based on the specific rules defined and controlled by the customer in BuildIT and transmitted to a mobile printer via Bluetooth connection.

Appendix B: Financial Statements

Consolidated Statements of Comprehensive Income

For the years ended December 31,	2020	2019	2018
(In thousands, except per share amounts)			
Revenues:			
Software licenses and royalties	$ 73,164	$ 100,205	$ 93,441
Subscriptions	350,648	296,352	220,547
Software services	186,409	213,061	191,269
Maintenance	467,513	430,318	384,521
Appraisal services	21,127	23,479	21,846
Hardware and other	17,802	23,012	23,658
Total revenues	1,116,663	1,086,427	935,282
Cost of revenues:			
Software licenses and royalties	3,339	3,938	3,802
Acquired software	31,962	30,642	22,972
Subscriptions, software services and maintenance	510,504	502,138	438,923
Appraisal services	15,945	15,337	14,299
Hardware and other	12,401	17,472	15,708
Total cost of revenues	574,151	569,527	495,704
Gross profit	542,512	516,900	439,578
Selling, general and administrative expenses	259,561	257,746	207,605
Research and development expense	88,363	81,342	63,264
Amortization of customer and trade name intangibles	21,662	21,445	16,217
Operating income	172,926	156,367	152,492
Other income, net	2,116	3,471	3,378
Income before income taxes	175,042	159,838	155,870
Income tax (benefit) provision	(19,778)	13,311	8,408
Net income	$ 194,820	$ 146,527	$147,462
Earnings per common share:			
Basic	$ 4.87	$ 3.79	$ 3.84
Diluted	$ 4.69	$ 3.65	$ 3.68

See accompanying notes.

Consolidated Balance Sheets

December 31,	2020	2019
(In thousands, except par value and share amounts)		
ASSETS		
Current assets:		
Cash and cash equivalents	$ 603,623	$ 232,682
Accounts receivable (less allowance for losses and sales adjustments of $9,255 in 2020 and $5,738 in 2019)	382,319	374,089
Short-term investments	72,187	39,399
Prepaid expenses	30,864	24,717
Income tax receivable	21,598	6,482
Other current assets	2,479	2,328
Total current assets	1,113,070	679,697
Accounts receivable, long-term	21,417	22,432
Operating lease right-of-use assets	18,734	18,992
Property and equipment, net	168,004	171,861
Other assets:		
Goodwill	838,428	840,117
Other intangibles, net	331,189	378,914
Non-current investments	82,640	42,235
Other non-current assets	33,792	37,366
	$2,607,274	$2,191,614
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 14,011	$ 14,977
Accrued liabilities	83,084	75,234
Operating lease liabilities	5,904	6,387
Deferred revenue	461,278	412,495
Total current liabilities	564,277	509,093
Revolving line of credit	—	—
Deferred revenue, long-term	100	199
Deferred income taxes	40,507	48,442
Operating lease liabilities, long-term	16,279	16,822
Commitments and contingencies	—	—
Shareholders' equity:		
Preferred stock, $10.00 par value; 1,000,000 shares authorized; none issued	—	—
Common stock, $0.01 par value; 100,000,000 shares authorized; 48,147,969 shares issued in 2020 and 2019	481	481
Additional paid-in capital	905,332	739,478
Accumulated other comprehensive loss, net of tax	(46)	(46)
Retained earnings	1,112,156	917,336
Treasury stock, at cost; 7,608,627 and 8,839,352 shares in 2020 and 2019, respectively	(31,812)	(40,191)
Total shareholders' equity	1,986,111	1,617,058
	$2,607,274	$2,191,614

See accompanying notes.