

City of Fayetteville Staff Review Form

2020-0540

Legistar File ID

7/21/2020

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Mike Reynolds

6/30/2020

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a service and license agreement with Tyler Technologies for the purchase and implementation of Brazos eCitation software and hardware in the amount of \$90,711 plus travel expense reimbursement not to exceed \$1,500.

Budget Impact:

4470.200.8200-5801.00

Sales Tax Capital Improvements

Account Number

Fund

14009-1

Police Records Management System

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 139,558.00

Funds Obligated \$ -

Current Balance \$ **139,558.00**

Does item have a cost? Yes

Item Cost \$ 92,211.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ **47,347.00**

Purchase Order Number: _____

Previous Ordinance or Resolution # _____ V20180321

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF JULY 21, 2020

TO: Mayor and City Council

A handwritten signature in black ink that reads "Mike Reynolds".

FROM: Mike Reynolds, Chief of Police

DATE: June 30, 2020

SUBJECT: Approval of a contract with Tyler Technologies for Brazos eCitations

RECOMMENDATION:

Staff recommends approval of a service and license agreement with Tyler Technologies for the purchase and implementation of Brazos eCitation software and hardware in the amount of \$90,711 plus travel expense reimbursement not to exceed \$1,500.

BACKGROUND:

In 2007, the Police Department implemented its eCitation system provided by Advanced Public Safety (APS). This system requires manual interfaces daily with both our Law Enforcement Records Management System (LERMS) and District Court's Virtual Justice system. In concert with our contract with Tyler Technologies, Inc. in August 2015 for the upgrade of our Public Safety Software, we evaluated Tyler's eCitation solution called Brazos. At that time, Brazos was a more advanced eCitation solution, but it was not integrated with Tyler's New World Public Safety software. Implementing Brazos eCitation module with LERMS would have required significant integration, time and money to implement in our system upgrade. It was decided to reevaluate Brazos at a later date.

DISCUSSION:

Our current eCitation software provided by APS is not user friendly and requires reprogramming when changes are made to our tickets. It is also limited in its capabilities to assist with documenting and reporting other traffic enforcement activities. A digital interface is used for the APS electronic ticket software to be utilized with the new Tyler Technologies public safety system. This upload process must be manually performed daily, and it delays ticket information from being placed into the database.

Brazos is now a fully integrated Tyler Technologies product, and the utilization of this software will eliminate manual uploads of tickets into LERMS. Ticket formatting and modification will be controlled by in-house personnel more efficiently and timely without vendor reprogramming. Furthermore, Brazos will replace hand-written tow receipts and other forms with its' expanded features.

This agreement contains 50 software licenses for patrol vehicles and 12 hand-held device software licenses and new hardware. Our current hand-held devices were purchased in 2013 and are nearing end of life. Implementation expenses for Brazos is \$46,400 for software,

\$20,200 for configuration and implementation, and \$24,111 for new hardware. Maintenance fees equivalent to \$12,992 is included at no charge in the agreement for the first year. Tyler Technologies may seek travel expense reimbursement up to a maximum of \$1,500.

BUDGET/STAFF IMPACT:

Funds for this implementation are budgeted within the Police Records Management System project (#14009-1). These funds are a result of recognized savings from the upgrade of our Public Safety Software contract with Tyler Technologies. There is no impact on staffing related to this agreement.

Attachments:

Brazos Agreement



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Fayetteville, with offices at 113 W. Mountain St., Fayetteville, AR 72701-6083 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of June 1, 1997 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and services set forth in Exhibit 1 and 2 to this Amendment are hereby added to the Agreement.
2. The terms and conditions contained in Exhibit 2, including the associated schedules thereto, only apply to the Brazos Components listed in the Amendment Investment Summary.
3. The following payment terms, as applicable, shall apply:
 - a. *License Fees*: License fees are invoiced upon the Amendment Effective Date.
 - b. *Maintenance and Support Fees*: Maintenance and support fees for the first annual term are included in the license fees. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Amendment Effective Date.
 - c. *Professional Services*: Professional services are billed as delivered and invoiced as incurred. Payment for Professional Services are due 45 days after the date of invoice.
 - d. *Hosting Fees*: Hosting Fees for the Tyler Software identified on the Amendment Investment Summary are invoiced annually in advance on the Amendment Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
 - e. *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.
 - f. *Expenses*: The service rates in the Amendment Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Travel expenses are not to exceed fifteen hundred (\$1,500.00) dollars. Our current Business Travel Policy is attached as Exhibit 3. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Fayetteville, AR

By: Robert Kennedy-Jensen

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Director of Contracts

Title: _____

Date: July 1, 2020

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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Date: 6/8/2020
 Quote Expiration: 7/31/2020
 Quote Name: City of Fayetteville - Brazos
 Quote Number: 2020-31351
 Quote Description: City of Fayetteville Brazos

Sales Quotation For
 City of Fayetteville
 113 W Mountain St
 Fayetteville, AR 72701-6083
 Phone: +1 (479) 587-3555

Tyler Software and Related Services

| Description | License | Impl Hours | Impl Cost | Module Total | Year One Maintenance |
|---|-----------------|------------|------------|-----------------|----------------------|
| Law Enforcement Records Management System | | | | | |
| Ticket Writer Interface (Supports Brazos) | \$0 | 0 | \$0 | \$0 | \$0 |
| Mobile | | | | | |
| MGT Ticket Writer Interface (supports Brazos) | \$0 | 0 | \$0 | \$0 | \$0 |
| Brazos | | | | | |
| Device Level Interface: New World Mobile | \$0 | 0 | \$0 | \$0 | \$0 |
| Interface: Court | \$3,000 | 0 | \$0 | \$3,000 | \$630 |
| Interface: New World Records Mgmt System | \$0 | 0 | \$0 | \$0 | \$0 |
| eCitation - Brazos Rapid Extension Framework - MDC or TABLET (50) | \$35,000 | 0 | \$0 | \$35,000 | \$7,350 |
| eCitation - Brazos Rapid Extension Framework - PDA (12) | \$8,400 | 0 | \$0 | \$8,400 | \$1,764 |
| <i>Sub-Total:</i> | <i>\$46,400</i> | | <i>\$0</i> | <i>\$46,400</i> | <i>\$9,744</i> |
| TOTAL: | \$46,400 | 0 | \$0 | \$46,400 | \$9,744 |

Annual/SaaS

| Description | Quantity | Fee | Discount | Annual |
|--------------------|----------|---------|----------|----------------|
| Brazos Hosting Fee | 1 | \$3,248 | \$0 | \$3,248 |
| TOTAL: | | | | \$3,248 |

Services

| Description | Quantity | Unit Price | Discount | Total |
|--|----------|------------|----------|-------|
| Ticket Writer Interface (Supports Brazos) Installation | 1 | \$0 | \$0 | \$0 |

| | | | | |
|---|----|----------|-----|-----------------|
| Brazos Set Up & Config | 1 | \$10,000 | \$0 | \$10,000 |
| Brazos Project Mgmt (plus per diem as needed if not remote) | 1 | \$2,000 | \$0 | \$2,000 |
| Brazos Training | 1 | \$3,000 | \$0 | \$3,000 |
| Brazos New World Interface: Set Up & Configuration | 1 | \$0 | \$0 | \$0 |
| Brazos Set-Up & Configuration - LAPTOP | 1 | \$2,100 | \$0 | \$2,100 |
| Brazos Set Up Fees - Third Party Hardware | 62 | \$50 | \$0 | \$3,100 |
| TOTAL: | | | | \$20,200 |

Third Party Hardware, Software and Services

| Description | Quantity | Unit Price | Total | Unit Maintenance | Year One Maintenance |
|---|----------|------------|-----------------|------------------|----------------------|
| 23844-00-00R / Zebra EVM, US AC Line Cord, grounded | 2 | \$10 | \$20 | \$0 | \$0 |
| 50-16000-182R / Zebra EVM, US AC Line Cord, ungrounded | 8 | \$6 | \$48 | \$0 | \$0 |
| BTRY-TC7X-46MAH / Zebra EVM, TC7X Battery | 12 | \$61 | \$732 | \$0 | \$0 |
| CBL-DC-375A1-01 / Zebra EVM, US DC Line Cord for Battery Charger | 1 | \$9 | \$9 | \$0 | \$0 |
| CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD | 1 | \$19 | \$19 | \$0 | \$0 |
| CBL-DC-383A1-01 / Zebra EVM, US DC Line Cord for Charging Cables | 8 | \$9 | \$72 | \$0 | \$0 |
| CBL-TC7X-USB1-01 / Zebra EVM, TC70, USB/Charge Cable- (req. addl. cables) | 8 | \$75 | \$600 | \$0 | \$0 |
| CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle | 1 | \$472 | \$472 | \$0 | \$0 |
| PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD | 1 | \$67 | \$67 | \$0 | \$0 |
| PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger | 1 | \$34 | \$34 | \$0 | \$0 |
| PWR-BUA5V16W0WW / Zebra EVM, TC7X, Power Supply for Charging Cables | 8 | \$28 | \$224 | \$0 | \$0 |
| SAC-TC7X-4BTYPP / Zebra EVM, TC7X, 4 Slot Battery Charger | 1 | \$122 | \$122 | \$0 | \$0 |
| SG-TC7X-STYLUS-03 / Zebra EVM, TC7X Stylus with Tether, 3 pack | 4 | \$29 | \$116 | \$0 | \$0 |
| Z1AE-TC75XX-3C00 / Zebra EVM, Warranty, TC75, 3 year | 12 | \$303 | \$3,636 | \$0 | \$0 |
| Zebra EVM, HH, TC75X w/GMS, supports GSM + Verizon (TC75EK-2MB22ABUS) | 12 | \$1,495 | \$17,940 | \$0 | \$0 |
| <i>3rd Party Hardware Sub-Total:</i> | | | \$24,111 | | \$0 |
| <i>3rd Party Software Sub-Total:</i> | | | \$0 | | \$0 |

Exhibit 1

TOTAL:

\$24,111

\$0

Summary

| | One Time Fees | Recurring Fees |
|---|----------------------|-----------------------|
| Total Tyler Software | \$46,400 | \$9,744 |
| Total Annual Fees | | \$3,248 |
| Total Tyler Services | \$20,200 | |
| Total Other Costs | \$0 | |
| Total Third Party Hardware, Software and Services | \$24,111 | \$0 |
| Travel and Living Expenses | \$0 | |
| Summary Total | \$90,711 | \$12,992 |

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

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

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

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

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

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

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

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

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

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

The estimated expenses for travel on this proposal is \$1,500

Exhibit 1

RETURN POLICY: 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.



Exhibit 2 Additional Terms for Brazos Components

We will provide you with the Brazos components of Tyler Software indicated in the Amendment Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:
 - 1.1. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the Amendment Investment Summary.
 - 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Amendment Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
 - 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
 - 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Amendment Investment Summary.

2. Hosting Terms for Brazos Components.
 - 2.1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Amendment Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of this Amendment. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
 - 2.2. In our sole discretion, we may elect to 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. 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 Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
 - 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
 - 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the 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.



Exhibit 2 Schedule 1 Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process, attached hereto as Schedule 1 to this exhibit. 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 your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your 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. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

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

The documentation you provide 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 our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

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

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you 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 us of our 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, your 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 you. |
| 100% | 95-97% | Remedial action will be taken at no additional cost to you. 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 you. 5% credit of fee for affected billing cycle will be posted to next billing cycle |

You may request a report from us 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.

We perform 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, we will provide advance notice of those windows and

will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us 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, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



**Exhibit 2
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 24/7 support of the product and software.

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

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

Issue Handling

Incident Tracking

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

Tyler's website or by calling software support directly.

Incident Priority

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

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|-------------------|---|---|
| 1 Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |
| 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 3 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

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

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the

specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

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

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

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

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

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit 4
Statement of Work

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Statement of Work

Brazos eCitation Software and Implementation Services

Prepared for:
City of Fayetteville, AR

Prepared by:
Tyler Technologies, Inc.
www.tylertechnologies.com

June 26, 2020



Empowering people who serve the public[®]

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Acronyms

The following acronyms are used throughout the Statement of Work (SOW).

- **WP** – Work Plan
- **RMS** – Records Management System
- **CMS** – Court Management System
- **ECS** – Electronic Citation System
- **MDT** – Mobile Data Terminal (any laptop mobile platform running a standard operating system)
- **SYNC** – A process through which citation data is transmitted from the device to the Brazos server and through which new software for the MDT's or PDA's are transmitted from the Brazos server to the device.

Definitions

The following definitions are used throughout the SOW.

- **Acceptance of Deliverable** – Written notification from City of Fayetteville, AR to Tyler, signed by the responsible City of Fayetteville, AR Project Manager, indicating that the Deliverable has been evaluated and satisfies the Acceptance Criteria of each deliverable
- **Deliverables** - Any materials procured or prepared by Brazos or services provided by Tyler to City of Fayetteville, AR



Project Scope & Summary

This Statement of Work provides the understanding of the objectives, approach, schedule, and deliverables for this engagement.

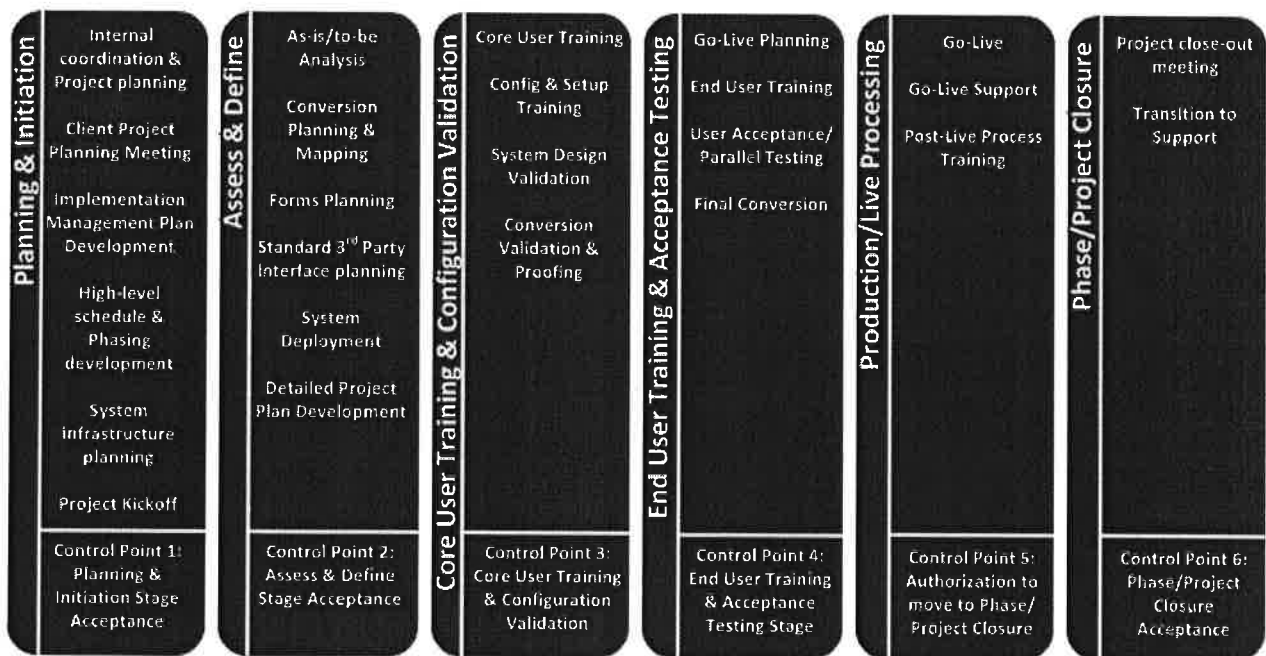
Any standard interfaces purchased are detailed in SOW Attachment D – Brazos Solutions Summary. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

The **summary scope** of this project includes the following:

1. The ECS will, at a minimum, conform to the requirements as outlined in the executed proposal [2020-104375-2]. Further details of how each requirement will be accomplished will be determined at the Kick-Off Meeting and subsequent requirements gathering meetings.
2. The ECS will provide the ability to add additional customized forms not specified in the executed Sales documentation (at an additional cost).
3. The ECS must enable officers to enter text notes.
4. The ECS must support the Court Vender's citation numbering system (may need to submit sample citation to court for certification/approval).
5. The ECS must allow the City of Fayetteville, AR to customize the layout of the citation printout as permitted by the State of Arkansas and City of Fayetteville, AR.
6. The ECS must create an electronic data file when a citation is completed and approved and provide the ability to transfer that data file which will then be made available for import into the CMS / RMS / 3rd Party systems as specified in the contract.
7. The ECS will include the Citation Entry Screen (CES) that will allow authorized users with the ability to enter data from manual (paper) citations into the ECS through the secure web portal.

Implementation Stages

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



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

Data Conversion

Data Conversion is referenced in the Implementation stages methodology graphic; however, no data conversion is included within the scope of this project for City of Fayetteville, AR. The graphic is representative of the standard implementation methodology utilized throughout the various product lines offered by Tyler Technologies.

Key Project Assumptions

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation, Tyler will provide newer releases of the software that meet or exceed the version available at contract signing.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users 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 (brazosupport.tylertech.com) (ports 80 and 443)
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.

- Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- All deliverables and timelines assigned to the Client will be held to the same standards of delivery as those assigned to Tyler Technologies.
- Installation of Hardware required in City of Fayetteville, AR 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 Client will deploy initially on (12) PDA's and (50) MDC's.
- Deployment of the Tyler Brazos ECS for the Client will utilize the existing Tyler hosted server environment.
- All Client 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 an Interface to any CMS / RMS / PMS 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.

Interfaces included: Arkansas Virtual Justice Court Case Mgmt System, New World Records Mgmt System, New World CAD Device Level Interface (MDT's)

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 Attachment D – Brazos Solutions 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 Attachment D – Brazos Solutions Summary.

- **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. Client 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.

Risk/Mitigation Strategy

Unavailability/Incompatibility of Staff

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

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

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

Client Staff unavailability

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

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

Scope Changes

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

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

Activity Focus

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

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

Achievable Goals

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

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

Technology Age

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

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

Critical Success Factors

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

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

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

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

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

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

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

Future Amendments to Scope

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

Project Management

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

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

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

Staffing

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

Tyler Brazos Team

Project Manager – TBD

As Project Manager, TBD will be responsible for establishing and administering controls to ensure the quality of deliverables are acceptable to the Client, monitoring project activities to ensure project schedules are met, and providing monthly Full Status Meetings. Project Manager will be able to authorize changes and will be expected to refer any problems or issues that cannot be resolved by on-site implementation staff to company management.

Technical Lead – TBD

The Technical Lead will be responsible for design and architecture of the Tyler Brazos software.

Training Lead – TBD

The Training Lead will be responsible for ensuring that all the Client personnel specified in this SOW are appropriately trained according to the requirements of their participation in the project.

City of Fayetteville, AR Team

Project Manager – TBD

The Project Manager for the Client will be responsible for establishing and administering controls to ensure the quality of deliverables are acceptable to the Client. The Project Manager will also make decisions about any changes to the implementation plan or technical aspects of the system.

Resource – Department Lead (POLICE) – TBD

Resource – Department Lead (COURT) – TBD

Resource – Department Lead (RECORDS) – TBD

Resource – Department Lead (IT) – TBD

Project Schedule

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

Development Tools

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

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools. If assistance with using these tools is required, additional change orders may apply.

Documentation

Tyler-provided documentation

Over the course of the 6-stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data collection documents (MS Excel and/or MS Word) for configuration
- Training documentation templates (MS Word and MS PowerPoint)
- Other documentation as required for the specifics of the project

Client-provided documentation

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

Documentation originated by the Client includes:

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

Project Status Meetings

Communication is crucial to the success of the project. Regular communication between Tyler and the Client staff are required.

Full Status Meetings

Monthly Reports to the Client Staff (may be done remotely)

- Presented by Tyler project manager
- The full status meeting schedule will begin upon acceptance of the SOW

- Status of major activities
- Target dates for completion of remaining tasks
- Potential delays in reaching target dates and the basis for those delays
- Proposed revisions to the overall work schedule – if any

Progress Meetings

Bi-weekly in writing – prepared by Tyler Project Manager

- Recap of previous period's work
- Preview of next period's tasks
- Status of major activities
- Target dates for completion of remaining tasks
- Potential delays in reaching target dates and the basis for those delays
- Proposed revisions to the overall work schedule – if any

Communication Plan

- The purpose of the Communication Plan is to define and document on-going communication commitments between Tyler and the Client. The Project Manager will provide a contact list to Tyler for each agency representative for direct communications with that respective agency. These individuals will be responsible for department policy, budget and overall strategic direction of the project.
- The Tyler Project Manager, will create, maintain, and distribute a contact list for all project team members. This list will be distributed to all team members as required or requested via email and will include phone extension, cell number, email addresses, etc. of all Tyler project team members, the Client project team members as applicable.

SOW Attachments Listing

SOW Attachment A – (Sample) Work Acknowledgement Form

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

SOW Attachment B – (Sample) Change Order Form

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

SOW Attachment C - Hardware / Software Requirements

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

SOW Attachment D – Brazos Solutions Summary

This document provides a summary description of the purpose and function of the Brazos applications included in the scope of this project.

SOW Attachment E – Deliverables and Project Schedule

This document provides a summary description of the purpose and function of the Brazos applications included in the scope of this project.

Attachment A – Work Acknowledgment

Work Acknowledgment

Client: _____

Date: _____

Visit/Deliverable: _____

| Accomplishments | Performed by | Notes |
|-----------------|--------------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

I am satisfied with the work performed for this stage, and/or deliverable.

I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technology's Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technology project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: _____

Signature: _____

Date: _____

(Please return signed copy to the Tyler Technologies project team)

Attachment B – Change Order Form

Change Order Form

Client: _____

Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

| |
|--|
| |
|--|

Narrative Description of Change:

| |
|--|
| |
|--|

Impact of Change:

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

| Task | Proposed Date Changes |
|------|-----------------------|
| | |

Cost Impact:

| Change Detail | Credit | Debit | Total |
|---------------|--------|-------|-------|
| | | | |

Revision No.: _____

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

| Date Approved | Comments | Approved By | Signature |
|---------------|----------|-------------|-----------|
| | | | |
| | | | |
| | | | |

Attachment C – Hardware / Software Requirements

Brazos eCitation – Hardware

If you have any questions about this document, please contact your Project Manager.

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

LOCALLY INSTALLED SERVER SPECIFICATIONS

NOT APPLICABLE WITH THIS PROJECT

Attachment D – Brazos Solutions Summary

Brazos eCitation Applications

Tyler Technologies will work with the Client to deliver the Electronic Citation System (ECS). The system will be installed on MDT's / PDA's and allow officers to capture all information for citations/warnings, print a copy or copies of the citation for the violator, and electronically transfer all information into the respective Court/RMS/3rd Party system(s).

Tyler is committed to delivering a successful Electronic Citation System (ECS) project to our customers. Our implementation approach has been highly successful, and we feel that this process provides 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. This process is comprised of the following:

- **Kick-off Meeting.** An on-site or conference call-style meeting (to be determined by Tyler) with the project owners to define roles, responsibilities, and outline the schedule. This meeting will also include review of all initial requirements of the SOW document and RFP and identification of areas within the SOW that will require modification/clarification.
- **Completion and acceptance of the final SOW document.** Tyler will update the SOW and provide it to the Client for review. The SOW will include all significant work tasks, steps, timeframes and deliverables required to complete Phase I, including software installation, interface customization, implementation, testing, and training.
- **Setup and Configuration.** Tyler Technologies will work with the Client to install the ECS client software, import offenses, layout the defendant's receipt, configure reports, and any other configuration required by the Client. The Client will perform any tasks related to enabling the department to install any vehicle mounted hardware and setting up the printers prior to Tyler arriving onsite for the initial training.
- **Begin Pilot.** The pilot program should involve up to 14 key officers per 2-day session, with 1 of these 2-day sessions included in the contract. These users, designated by the Client, should adapt to this technology quickly. They will be given full software training in order to understand and become familiar with the technology. The training process includes going out on the street and writing warning-citations with a Tyler trainer to ensure comfort with the technology.
- **Operational Pilot.** The operational phase of the pilot begins once the officers are familiar with the technology and we have verified successful data transfer to any/all CMS and RMS systems specified in the contract. At this point the pilot officers will begin writing actual citations. This process serves two purposes: 1) validation of the entire process prior to engaging the entire police force, and 2) providing positive feedback to circulate within the department prior to full rollout.

- **Full Rollout.** The rollout process is primarily the training of all additional officers specified as participants in Phase I of the new system. The preferred process for training is to provide a classroom style of instruction, followed by a “hands on” session that may include DL checks, ride-alongs, etc., to ensure every officer has used the system in the field. It is the intent of this project that certain officers identified as train-the-trainers from the pilot project will be utilized at this stage to assist with the training of the additional officers.
- **Post Action.** Finally, after the full rollout, we will convene with the project owners to determine what went well and what improvements are required of the system, process, or any other aspect of the project. A full project review will be documented by Tyler and provided to the Client Project Manager.

The delivery and training processes are the most significant keys to the success of this project. We will jointly determine the Operational Pilot duration, depending upon officer success and satisfaction and their recommendations for deployment. When all parties agree, full rollout training and deployment will begin.

Training

Tyler will provide all training associated with the Electronic Citation System (ECS) and will identify the Training Lead at the beginning of the project.

In order for this project to be successful, the officers need to know not only the basics of the software but first-level troubleshooting tips for the hardware and operating system as well. It is our experience that the officers must be proficient in the mobile hardware for this project to have the long-term success that the Client and Tyler are looking to achieve.

The delivery and training processes are the most significant key to the success of this project. The Tyler Training Lead will ensure that all levels of the Client personnel who utilize the Tyler Brazos Solution will receive adequate training. Tyler will incorporate measurement tools to assist in monitoring the end-users' competence in using the system.

Classroom Training. The Train-the-Trainer course shall involve all officers specified to participate in the Operational Pilot (limit = 14 Officers). They will be given full software training in order to understand and become familiar with the technology. The training process includes producing several test citations with a trainer to ensure comfort with the application. Also provide training on how to setup existing printers to work with Brazos.

Practical Application. The practical application phase begins once the officers are familiar with the technology. At this point the pilot officers will begin writing real citations.

Administrator Training. The Tyler Brazos ECS 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.

eCitation Client Software

The Tyler Brazos ECS client software will be installed on PDA/MDT's allowing the officers to write, print, and push citations electronically to the Court software system(s). All ECS software is embedded on the PDA/MDT's- and is completely functional with or without a network connection. The software will be configured for the Client and the Client will have the ability to define, approve and modify the layout of all screens and print jobs under the scope of this agreement.

The software will have the ability to:

- Allow officers to quickly and easily capture citation information.
- Print the citation in the field for the violator using a Bluetooth connection or USB to a mobile printer.
- Push citations via a network connection.
- The Client will have the ability to VOID a citation on the MDT/PDA, after save but before sync. Notations as to the reason for VOID can also be required.
- The citation number sequence shall follow a unique numbering system dictated by the Courts.
- Ticket types will consist of Traffic, Criminal, Local Ordinances/Parking, Warnings.
- Charges identified will be specific to each Ticket type as further defined during the design phase.
- Ability for System Administrator to add/modify/delete statutes, codes, etc., as further defined during the design phase.

The applications included in the scope of this project are:

eCitation - to include:

- Traffic/Parking Citations/Warnings
- Criminal citation in lieu of arrest
- Juvenile arrest citations
- Other (arrest tracking for outside agencies)
- Stand-alone racial profiling (when not captured via other methods)

ECS Server Software

The Client will utilize the Hosted Tyler Brazos ECS server for all reporting, interface and administrative functions. There are no limitations to the number of users of the system and any future hardware/software requirements or upgrades are the responsibility of the Client. The ECS server provides the following benefits:

- Access to add/change/delete any dropdown on the MDT/PDA (i.e. offenses, streets, officers, etc.).
- Access to all reports (i.e., Citation Detail and over 35 other standard reports).
- Configuration and management of all users of the ECS for both the server and the clients.
- View and query images of citations captured via the mobile devices via internet browser.
- Creation/modification of interfaces to new/existing systems.
- Citation Entry Screen (CES) for entry of either paper tickets or modification to previously captured information by an authorized court assigned user (Program should also have some type of tracking capabilities for changes made in the CES).

The CES will also be configured for the Client and available through the locally-installed ECS server. The CES is configured with the same business rules as the ECS client software, providing the Client with a complete solution for all citations.

Synchronization (Device to ECS Server)

The Tyler Brazos Solution allows officers to create, save, and print citations or other record types with or without network connectivity. When an officer creates a citation, it is saved to non-volatile memory on the device. The citation record can then be uploaded to the ECS server via one of the following methods:

- Real-time via cellular connection (aircard required)
- 802.x wireless connection to hotspots
- Ethernet LAN connection

The frequency and method of upload is defined and controlled by the Client via the Tyler Brazos web-based configuration tool, BuildIT. Once uploaded, the data are processed through the system according to the agency-specific workflow, which is also defined and controlled by the Client via BuildIT. All new updates and changes are also passed from the ECS Server to the device through this same process.

Attachment E – Project Deliverables and Project Schedule

Project Deliverables

Existing Citation Process

The existing process flow will be identified and documented in partnership with the Client and Tyler as a separate appendix during the design phase of the project.

Proposed System

The proposed process flow will be identified and documented in partnership with the Client and Tyler as a separate appendix during the design phase of the project.

Acceptance Testing Plan (ATP)

The ATP will provide the Client with the testing plan for verification of the installed system, including interfaces, which will allow the Client to certify the ECS performs in accordance with the requirements. The testing plan will include strategies and test cases to assist with the verification. The Client will have the ability to certify the ATP prior to both the certification from Tyler as well as the beginning of the acceptance test.

System Installation

TYLER BRAZOS ECS SERVER – Tyler will host the ECS server, database server and verify operation of the system. Any hardware purchases required to meet system specifications are the responsibility of Greene City of Fayetteville, AR.

TYLER CLIENT SOFTWARE – The Tyler Brazos Client Software will be installed on the MDT's/PDA's. The initial installation will be completed by Tyler for PDA's and City of Fayetteville, AR for MDT's. If the Client elects to have Tyler perform the installation on the MDT's, the hardware will be sent to Tyler for off-site installation and verification at an additional cost.

TYLER INTERFACES – During the setup and configuration process, connectivity for any included interfaces will also be verified. The Client will provide Tyler personnel with the proper access to complete tasks required to complete this effort. Any installation requirements with regards to security or setup must be provided to Tyler one-week prior to the scheduled interface testing.

HARDWARE IN VEHICLES – Tyler will not install any hardware in the vehicles.

Training

OPERATIONAL PILOT – Tyler will provide full **Train-the-Trainer training** to the officers specified by the Client to participate in the pilot (limit = 14 Officers). The training will consist of two formal days of training.

- Day 1 should occur in a classroom setting where the officers will be thoroughly exposed to training that covers the hardware, operating systems, application, troubleshooting, and proper care/maintenance.
- Day 2 is focused on field training and includes Tyler personnel at the side of the Client officers, as the officers complete citations in “real world” environments.

This training may incorporate such tactics as DL checks, standard traffic stops, etc. to ensure that all the officers involved are exposed to several different types of scenarios and receive the maximum effective training. Upon completion of the field training portion, Tyler will train the officers on how to review their citations via the web-based tool and any workflow processes specified by the Client. Tyler will also train any specified supervisors in procedures for reviewing citations and voids, as well as statistical reports.

FULL ROLLOUT – The Client will provide full training to the officers specified to participate in Full rollout. The format of this training shall be the same as that of the Operational Pilot training. Select officers from the Operational Pilot group who have been identified as “ECS Trainers” will be utilized to assist in this training.

SYSTEM ADMINISTRATOR – Instructor-led, hands-on training will be provided for up to three (3) Client staff members who will ultimately be actively involved in administering the ECS.

Full Rollout

Upon completion of the Pilot Project, the Client will initiate the full rollout of the ECS. Tyler will assist the Client by providing training materials, support and consultation to the Client training officers.

Milestones

- 1) Contract Award
- 2) Contract Signature
- 3) Kick-Off Project
- 4) Sign-off of Work Plan by City of Fayetteville, AR
- 5) Order hardware
- 6) Setup Configuration of ECS (off-site)
- 7) Create ATP Plan
- 8) On-Site testing
- 9) Training of ‘Pilot Users’
- 10) Acceptance Testing by City of Fayetteville, AR
- 11) Final Acceptance
- 12) Full Rollout of Project

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, F - City of Fayetteville, AR, J – Joint (both are responsible)

| Phase | Task | Activity | Description | Task Duration | Total Duration (Weeks) | Owner | Deliverables |
|-------|------|----------|---|---------------|------------------------|-------|--------------------------------------|
| 1 | | | First Phase | | | | |
| | 1 | | Contract Award | TBD | | J | |
| | 2 | | Contract Signature | TBD | | F | |
| | 3 | | Kick-Off Project | TBD | TBD | J | Official Work Plan |
| | | 1 | On-Site Meeting/Conference Call | | | J | |
| | | 2 | Gather requirements from all project owners | | | J | |
| | | 3 | Build official Work Plan | | | J | |
| | | 4 | Verify Work Plan with hardware vendors | | | J | Work Plan to be signed off by Client |
| | 4 | | Sign-off of Work Plan by Client | 3 Days | 2.5w | F | |
| | 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 | | | F | |
| | | 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 VC hardware | | | T | |
| | | 8 | Create sample interface files for Client system(s) | | | J | |
| | | 9 | Test sample interface files | | | J | |
| | | 10 | Approve sample interface files | | | F | |
| | 7 | | Create ATP Plan | 1w | | | |
| | | 1 | Build ATP Plan | | | T | |
| | | 2 | Approve ATP Plan | | | F | |
| | 8 | | On-Site testing | TBD | 6.5w | | |
| | | 1 | Test MDTs 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 | |
| | | 2 | System Administrator Training | | | J | |
| | | 3 | Court Training | | | | |
| | 10 | | Acceptance Testing by Client | 32d | TBD | | |
| | | 1 | Evaluate Hardware | | | | |
| | | 2 | Compile and Evaluate hardware observations | | | | |
| | | 3 | Finalize hardware selection | | | | |
| | | 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 |