County of Riverside

Transportation Land Management Agency

TLARC-371

Land Management System Software and Support Services Agreement for Licensed Software and Services

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PUBLIC COPY

TABLE OF CONTENTS

1 Agreement for Licensed Software and Services

Effective as of the date that this Agreement is executed by the County of Riverside (the "Effective Date").

By and Between	And
TYLER TECHNOLOGIES, INC. ("Tyler") 5519 53rd Street Lubbock, TX 79414	**COUNTY OF RIVERSIDE, CA ("County")** 4080 Lemon Street Riverside, CA 92501
Attention: Brett Cate Telephone No.: (806) 791-8202 Fax No.: (678) 474-1002 E-Mail Address: Brett.Cate@tylertech.com	Attention: Ed Cooper Telephone No.: (951) 955-2032 Fax No.: (951) 955-5177 E-Mail Address: ecooper@rctlma.org

This Agreement for Licensed Software and Services sets forth the terms and conditions under which Tyler shall license the Software and provide the Professional Services and Maintenance and Support Services described in the Attachments. The term "Agreement" means this Signature Page, the attached Terms and Conditions, and all Attachments, Appendices, or other documents attached to or incorporated into this Agreement, as well as any future amendments, change orders, or similar documents properly signed by the parties. Defined terms which are not defined herein shall have the meaning set forth in the Attachments.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

COUNTY OF RIVERSIDE

By: _____ *(signature)*

Chairman, Board of Supervisors

Date: _____

ATTEST:

CLERK OF THE BOARD

By: _____ *(signature)*

Deputy

TYLER TECHNOLOGIES

By: _____ *(signature)*

Name and Title: Brett Cate

President, Local Government Division

TaxID Number: 75-2303920

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE

2 Legal Terms & Conditions

2.1 Software License

2.1.1 Grant

Tyler grants to TLMA a fully paid-up, perpetual, nontransferable (except as otherwise provided in this Agreement) non-exclusive, license to use the Software and Documentation in accordance with the terms and conditions set forth in this Agreement. When County has fully paid for the Software, this license will be irrevocable, subject to County's compliance with the terms and conditions of this Agreement.

2.1.2 Scope of Rights

TLMA may install the Software on the processors and mobile devices that are described in Attachment SOW, and, on advance written notice to Tyler, may move the Software to different processors or mobile devices, or, in the event of a disaster, run the Software on one or more back-up processors.

Software modules that are licensed on a named user basis shall be limited to the number of End Users designated in Attachment PRC. A named user is a single End User who is assigned a unique credential or identification, such as a log-on or equivalent access, to the Software licensed on a named user basis. That unique credential or identification may not be shared among End Users.

With respect to the Software components that are licensed pursuant to a TLMA site license, End Users will have the right to access and use such Software from any County business location to carry out TLMA land management and development functions on behalf of the County, it being acknowledged and understood that although TLMA is the primary County agency responsible for land management and development functions that are supported by the Software, there are other County departments, agencies, districts and special districts (referred to herein as "Related County Entities") that provide land management and development functions both independently and as a participant in TLMA processes. It is the intent of the County to utilize the functionality provided by the Software to incorporate land management and development functions that are currently carried out manually or using legacy systems by Related County Entities into the Land Management System. By way of example and not limitation, the waste management department manually tracks graffiti abatement, a land management function often included in code enforcement, and this manual process would be a candidate for integration into the Land Management System under the TLMA site license. Notwithstanding the foregoing, it is expressly not intended for the site license to extend to more than 300 concurrent End Users, or to activities or functions which go beyond the purposes of the Land Management System, and the Software (excluding mobile apps) is being licensed to run in a single live production environment and database maintained by RCIT on behalf of TLMA.

Concurrent End Users will be monitored on no more often than a monthly basis by measuring the total number of End Users that use the Software licensed under a TLMA site license for any period of time during TLMA business hours on any TLMA business day in that month.

In the event the 300 concurrent End User count is consistently and meaningfully exceeded, Tyler and the County shall meet and confer in good faith to address the cause of such excess, and if such excess cannot be addressed to the mutual satisfaction of the parties, then Tyler reserves the right to seek additional license fees from the County on the terms set forth in Attachment PRC.

In no event will TLMA be entitled to run multiple production environments or databases for the Software without the written consent of Tyler, except that TLMA may run copies of the Software in non-production environments for testing and training or in a redundant or backup production environment for disaster recovery.

TLMA currently has the following internal departments:

Agency Administrative Services
Building and Safety
Code Enforcement
Planning Department
Environmental Programs Division
Riverside County Habitat Conservation Authority (RCHCA)
Transportation Department
Survey Department

Related County Entities that currently participate in TLMA processes or which have independent processes that TLMA intends to incorporate into the Land Management System include, but are not limited to:

Riverside County Fire Department
Idyllwild Fire District
Environmental Health Department
Public Health Department
Flood Control District – Riverside
Coachella Valley Water District
Regional Parks and Open Space District
Waste Management Department
Airport Land Use Commission
Economic Development Agency (including County Service Areas)

In addition, any web-based Software provided by Tyler for the use by the public will be covered under this license for the purposes of on-line public access to records, permits and other TLMA business processes.

TLMA may make copies of the Software for backup and archival purposes, provided Tyler's copyright and other proprietary legends are reproduced on each copy. TLMA shall keep appropriate records of the number and location of all copies, and shall make such records available to Tyler upon request. All copies that are made by TLMA shall be the property of Tyler.

TLMA may make copies of the Documentation for TLMA's internal use only and for training End Users, provided that Tyler's copyright and other proprietary legends are reproduced on each copy.

2.1.3 Restrictions

In addition to other restrictions set forth in this Agreement, TLMA may not:

Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof except as expressly authorized under this Agreement;

Use the Software for the benefit of any third party in a commercial, retail, service bureau or similar enterprise; provided, however, that Tyler acknowledges and agrees that End Users are permitted to use the Software (i) to provide public access to GIS, zoning, permitting and other data online, all of which data may be used for commercial purposes by developers and members of the public; (ii) for generating data and reports for sale to the public subject to any TLMA and third-party intellectual property rights; and (iii) to perform other Land Management System business functions;

Translate, reverse engineer, decompile, recompile, update, enhance or create derivations of all or any part of the Software or merge any Software with any other software or program including, without limitation, the structure and sequence of any database and/or database files, except as permitted through any Tyler-certified Application Programming Interface (API) or Software Development Kit (SDK), including those created by TLMA under this Agreement.

Without prior written approval of Tyler, modify, extend or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for TLMA under this Agreement; provided, however, that (i) such restrictions shall not apply to Laserfiche, outside of the interfaces maintained by Tyler to Laserfiche; and (ii) TLMA shall have the right to copy and extract data that is owned by TLMA pursuant to Section 2.1.4 from any database files for the purposes of using such data in other applications, including third party software programs; or

Remove the labels or any proprietary legends from the Software or Documentation.

The foregoing limitations and restrictions shall not apply to the maintenance and support of the Software by TLMA for its internal use in the event that a triggering event has occurred under Attachment SCE which entitles TLMA to a release of the source code for the Software.

2.1.4 Title

Tyler reserves all rights not expressly granted to TLMA hereunder. TLMA understands that the license granted herein transfers neither title nor proprietary rights to TLMA with respect to the

Software Documentation. Any documents and data supplied by TLMA (including all GIS/GPS data) or generated as a result of the use of the Software by TLMA shall remain the property of TLMA.

2.1.5 Right to Audit

Tyler shall have the right to, up to once per calendar year and upon written request, conduct a mutually agreed upon audit of TLMA's use of the Software to monitor compliance with this Agreement. Any audit hereunder shall be conducted so as not to impair TLMA's use of the Software and TLMA will not be billed by Tyler for any expenses relating to an audit.

2.1.6 Tools; Customizations

Except as set forth below, TLMA shall not have any right to independently make changes to the underlying code of the Software. TLMA may develop, or have developed by a third party, and shall retain ownership of and intellectual property rights to, hooks, interfaces or similar tools for use with the Software, provided that the hook, interface or tool does not require any modification or alteration of the underlying code of the Software. In the event that a third party is used, TLMA will require the third party to sign an NDA with substantially similar terms as those set forth in Attachment NDA, with any deviations from that NDA being approved by Tyler in advance. Tyler shall own all right, title and interest (including all associated intellectual property rights) in and to any Gap and/or Custom Enhancements contained in the Software, and TLMA shall have license to use such Gap and/or Custom Enhancements on the same terms as the Software.

2.2 Software, Services and Payment

Tyler shall provide Professional Services according to Attachment SOW and Attachment DEL. TLMA shall pay Tyler for the Professional Services, Software, and Maintenance and Support Services pursuant to the terms set forth in Attachment PRC. Tyler shall not be entitled to any compensation from TLMA except as set forth in Attachment PRC.

2.3 Project Management Plan

Tyler and TLMA shall jointly develop a project management plan using Tyler's standard implementation methodology as set forth in Attachments SOW, DEL and PMP.

2.4 Disaster Recovery

Tyler will provide Disaster Recovery Services in the event TLMA exercises its option to purchase those services under Attachment PRC. Any such services shall be provided in accordance with the terms of Attachment SLA.

2.5 Additional TLMA Responsibilities

2.5.1 Communication Equipment

TLMA shall, at its sole expense, install and maintain communications equipment that will permit Tyler to have remote access to TLMA's relevant systems via a VPN or an equivalent security protocol. Any Tyler authorized users must sign and agree to TLMA remote access policies and standards and comply with any security protocols regarding remote access, consistent with the terms of Attachment SLA. TLMA acknowledges that maintenance of the appropriate

communications equipment is a condition precedent to Tyler's provision of Maintenance and Support Services.

2.5.2 Computer Virus Protection

TLMA shall, at its own expense, install and periodically update a program to protect the TLMA computer system and TLMA database software from Malware that may from time-to-time be transmitted or downloaded. Tyler shall not be responsible for any Malware, unless it is contained in or is caused by Malware which is in the Software or was otherwise introduced into the Integrated System via remote access by Tyler. Tyler otherwise expressly disclaims any liability for loss or damage caused by any Malware on TLMA's Integrated System or Laserfiche. Notwithstanding the foregoing and subject to Section 2.16, Tyler shall be responsible for any Malware contained in or caused by the Software provided under this Agreement or as a result of Tyler's remote access to the Integrated System. Tyler must ensure that all Tyler equipment attached to TLMA networks complies with TLMA Malware protection policies and standards. In addition, Tyler shall provide reasonable assistance to TLMA in the event that TLMA, during testing of an upgrade or new release of the Software, determines that compatibility issues exist with the latest versions of virus protection software utilized by TLMA. TLMA currently uses the latest versions of Symantec Endpoint Protection 12 and Microsoft System Center Endpoint Protection virus software. TLMA will consult with Tyler in advance if there is a change to its virus protection software it utilizes.

2.5.3 Mobile Devices

TLMA shall, at its own expense, provide all mobile devices upon which mobile applications which are provided with the Software will be run and all wireless connectivity necessary for such mobile devices to communicate with the Integrated System.

2.5.4 Security

TLMA shall, at its own expense, protect the security of the Integrated System and prohibit unauthorized access to the Integrated System. Tyler agrees to comply with all TLMA security policies. Tyler shall not be responsible for any security breach and expressly disclaims any liability for loss or damages caused by the unauthorized access to TLMA's Integrated System unless such breach, loss or damage is caused by the failure of Tyler to comply with TLMA security policies or is due to the negligent acts or omissions of Tyler personnel when accessing the Integrated System. Tyler must ensure that all Tyler equipment attached to TLMA networks complies with TLMA security policies and standards.

2.6 Warranties

2.6.1 Software

Tyler does not warrant that the Software and the Integrated System are Defect free; however, during the Warranty Period, Tyler warrants that the Software and the Integrated System will provide all of the functionality and features that are specified in the Functional Requirements and the Documentation and that the Software integrations identified in Attachment SOW will operate in accordance with the Functional Requirements and Documentation. Tyler shall promptly correct or replace, at no charge to TLMA, any Defect or other non-conformity of which it receives notice during the Warranty Period pursuant to Attachment SLA. Acceptance of the

Software and the Integrated System by TLMA shall not alter the obligations of Tyler pursuant to this warranty.

2.6.1.1 Maintenance and Support Period

Following the Warranty Period and for the duration of the Maintenance and Support Services term, as set forth in Attachment SLA, Tyler warrants that it will correct or replace, at no additional charge, any Defect of which it receives notice according to the terms of Attachment SLA. In addition, Tyler warrants that any Gap Enhancement, Custom Enhancement, Compliance Update and/or Defect Correction provided by Tyler will, subject to the terms of Attachment SLA: (i) remain fully compatible with the Software; and (ii) will comply with the functional specifications contained in the then-current Documentation. For a period of three (3) years after the commencement of the Warranty Period, in the event that Tyler removes or discontinues functionality that was contained in (x) the Functional Requirements and (y) the Documentation at the time of Final Acceptance, Tyler will provide a reasonable alternative for performing the same function.

2.6.1.2 Security and Malicious Code

Tyler warrants that the Software will not contain any Malware at the time it is delivered to TLMA.

2.6.1.3 No Conflicts

Tyler warrants that, by agreeing to perform under this Agreement, it shall not have breached the terms or conditions of any other contract or agreement to which Tyler is obligated, which breach would have a material effect upon this Agreement.

2.6.1.4 Mobile Device Operating Systems

Tyler warrants that the mobile applications included in the Software, when used in accordance with Tyler's then-current Documentation, will operate properly on the mobile devices and operating systems described in Attachment SOW during the Warranty Period and the duration of the Maintenance and Support Services term.

2.6.2 Third Party Software/Hardware

Tyler makes no warranty with respect to any Hardware or Third Party Software, and whatever warranty may apply to any Hardware or Third Party Software product, if any, is only as is expressly stated by the third party manufacturer, owner or licensor of the Hardware or Third Party Software.

2.6.3 Disclaimer

The warranties set forth in this Agreement are in lieu of all other warranties, express or implied. Except as stated in this Agreement, Tyler expressly disclaims all other warranties, whether expressed or implied, including the warranties of merchantability, title and fitness for a particular purpose.

2.7 Administration/Contract Liaison

The TLMA Project Manager, or her designee, shall administer this Agreement on behalf of TLMA. The TLMA Project Manager is to serve as the liaison with Tyler in connection with this Agreement. The TLMA Project Manager shall not have the authority to execute any

amendment or change order pursuant to Attachment CHG unless such authority is expressly set forth in this Agreement.

2.8 Hold Harmless/Indemnification

Tyler shall indemnify and hold harmless the County, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever for personal injury, wrongful death or property damage, based or asserted upon any negligent act or willful omission of Tyler, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement. Tyler shall defend, at its sole cost and expense, including but not limited to attorney fees, costs of investigation, defense and settlements or awards, the County, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by Tyler, Tyler shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Tyler's indemnification of County. Tyler's obligations hereunder shall be satisfied when Tyler has provided to County the appropriate form of dismissal (or similar document) relieving County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Tyler's obligations to indemnify and hold harmless County, and in no event shall any limitation on liability contained in this Agreement apply to any claim for personal injury, wrongful death or property damage resulting from the negligent acts or willful misconduct of Tyler personnel when present at or traveling to or from a County facility.

2.9 Insurance

2.9.1

Without limiting or diminishing Tyler's obligation to indemnify or hold County harmless, Tyler shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

2.9.2 Workers' Compensation

If Tyler has employees as defined by the State of California, Tyler shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

2.9.3 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, and personal and advertising

injury covering claims which may arise from or out of Tyler's performance of its obligations hereunder. The County and all County agencies, districts, special districts, and departments, as well as their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives, shall be endorsed as Additional Insureds on the policy. The policy's coverage shall not be less than $1,000,000 per occurrence combined single limit.

2.9.4 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Tyler shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit.

2.9.5 Professional Liability Insurance

Tyler shall maintain Professional Liability Insurance providing coverage for Tyler's performance of work included within this Agreement, with a limit of liability of not less than $2,000,000 per occurrence and $4,000,000 annual aggregate. If Tyler's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Tyler shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); 2) Prior Dates Coverage from its new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Tyler has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

2.9.6 General Insurance Provisions- All lines

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

2. Tyler must declare its insurance self-insured retentions.

3. Tyler shall cause Tyler's insurance carrier(s) to furnish County with original Certificate(s) of Insurance prior to commencing any work under this Agreement.   In the event of a material modification, cancellation, expiration, or reduction in coverage, the County will have the right to terminate this Agreement forthwith, unless County receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverages set forth herein, and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier shall sign the original Certificate of Insurance.

4. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance as between Tyler and the County for claims which Tyler is liable, and

the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5. If, during the term of this Agreement or any extension thereof, there is a material change in scope; or, there is a material change in the equipment to be used in the performance of the work (such as the use of aircraft or watercraft), County reserves the right to negotiate with Tyler mutually agreeable adjustments to the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Tyler has become inadequate.

6. Tyler shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

2.10 Intellectual Property Indemnification

2.10.1 Scope
Tyler agrees to indemnify, defend and hold harmless the County against any claim or action brought by any third party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon the County's own internal use of the Software in accordance with this Agreement, and to pay any damages and costs (including but not limited to attorneys' fees) finally awarded against the County or paid in settlement. Tyler shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement with counsel of its own choosing, unless the parties to this Agreement agree otherwise in writing. Tyler agrees that it will not enter into a settlement hereunder without the written approval of the County, such approval not to be unreasonably withheld.

2.10.2 Notice
The County shall give Tyler prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Tyler's rights in the Software.

2.10.3 Alternatives
Tyler shall not be responsible for any settlement entered into without its consent. In the event of a claim or action regarding intellectual property infringement, Tyler may, in its sole discretion, (a) procure for the County the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the Software and Professional Services fees paid by the County, in full if occurring within the first four (4) years from UAT, and thereafter as depreciated on a straight-line basis over five (5) years from UAT.

2.10.4 Exclusions
Tyler shall have no obligation under this Section with respect to any claim or action that is based upon (a) the County's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third party product; (c) modification of the

Software other than by a representative of Tyler or with Tyler's consent; or (d) use of a version of the Software other than the most current version of the Software, where use of the most current version would have avoided the claim of infringement.

2.10.5 Sole Remedy
This Section states Tyler's sole responsibility and obligation, and the County's sole and exclusive remedy, for any infringement claim.

2.11 Maintenance and Support Services
Maintenance and Support Services for the Software shall be provided by Tyler pursuant to the terms of Attachment SLA, subject to the County's renewal of its Agreement with Tyler to provide Maintenance and Support Services and payment of the relevant fees pursuant to Attachment PRC.

2.12 Confidential Information

2.12.1 Defined
As used in this Section, "Confidential Information" includes the Software in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans, as well as any and all internal TLMA and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend, or would otherwise be reasonably understood to be Confidential Information. Notwithstanding the foregoing, Tyler understands and agrees that this Agreement and any accompanying schedules, appendices, attachments, or exhibits are not Confidential Information, and they may be disclosed subject to exceptions to disclosure contained the California public records act and/or the Brown Act, except as set forth below. For example, they may appear on TLMA's internet site as part of the agenda materials for the Board of Supervisors. Notwithstanding any provision in this Section, TLMA specifically acknowledges that the Software, including without limitation the database architecture and sequence, and Documentation comprise Confidential Information and know-how that are the exclusive property of Tyler.   Tyler may request in writing that additional information provided by Tyler in connection with the negotiation and implementation of this Agreement be designated as Confidential Information, subject to approval by the County, which approval will not be unreasonably withheld.

2.12.2 Nondisclosure
The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own Confidential Information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the

non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Notwithstanding the terms of Attachment NDA and the exception set forth in Section 2.12.3(a), Tyler agrees that all data provided by TLMA to Tyler shall be automatically designated as Confidential Information, and that TLMA data shall not be disclosed by Tyler to any third party without the prior written consent of TLMA, except as required in performance of this agreement, whether or not such data is a public record or available to the public through electronic access provided by TLMA.

2.12.3 Exceptions
A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law, including but not limited to the California Public Records Act and the Brown Act. In the event of a request under Section 2.12.3(e), TLMA shall notify Tyler within 72 hours of receiving a request under the Acts for any records which would constitute Confidential Information, and to the extent allowed by law, TLMA shall apply exceptions to disclosure of the Confidential Information that are applicable under the Acts, as reasonably requested by Tyler. If a suit is filed by a member of the public with respect to any such request, TLMA will cooperate in any action to intervene filed by Tyler. Notwithstanding any provision in this Agreement to the contrary, Tyler will indemnify and hold harmless TLMA for any and all costs and attorney fees awarded to a prevailing plaintiff arising out of or related to a suit which result from TLMA's actions, taken at Tyler's request, in compliance with this provision in protecting the Confidential Information from public disclosure.

2.13 Disputes
In the event of a dispute arising out of or relating to this Agreement, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to soresolve the dispute, either party may, by notice setting out the particulars of the dispute, immediately refer the matter to the senior management of the parties. Specifically, any dispute will in the first instance be escalated to the TLMA Project Manager and to the Tyler Project Manager for resolution. If the dispute persists three (3) business days following such first escalation, the TLMA Project Manager may immediately escalate the dispute to Tyler's Vice President of EnerGov Operations. If the dispute persists ten (10) business days after such second escalation, the TLMA Project Manager may immediately escalate the dispute to Tyler's Local Government Division President. In the event one of the foregoing titles or positions no longer exists at TLMA or Tyler at the time of a dispute hereunder, references herein shall be deemed to be references to the then-corresponding titles or positions. Dispute resolution meetings shall be held in Riverside, California if reasonably requested by TLMA.

2.13.1
If the parties are unsuccessful at resolving the dispute following this procedure, then the parties may mutually agree to participate in a mediation session in Orange County, California before a

third party mediator in an attempt to resolve the dispute, or to the submission of the dispute to binding arbitration. If the parties do not agree to mediation or arbitration, then either party may exercise its rights and remedies under law or equity to enforce the terms of this Agreement. Tyler shall proceed diligently with the performance of this Agreement pending the attempted resolution of a dispute, to the extent commercially reasonable.

2.14 General

2.14.1 Standard of Performance
Tyler represents that it has the skills, expertise, and licenses/permits necessary to perform the Professional Services required under this Agreement. All required permits and/or licenses shall be obtained and maintained by Tyler without additional compensation.

Tyler shall perform all such Professional Services in the manner and according to the high standards observed by a competent practitioner of the same profession in which Tyler is engaged. All non-Software Deliverables shall be prepared in a first class and workmanlike manner and shall conform to the high standards of quality normally observed by a person practicing in Tyler's profession. In the event the Professional Services or non-Software Deliverables do not conform to these standards, Tyler will re-perform or re-provide the same at no additional cost to the County.

2.14.2 Debarment and Suspension
Tyler certifies to TLMA that Tyler and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or TLMA government contracts. Tyler certifies that it shall not contract with a subcontractor that is so debarred or suspended.

2.14.3 Future Developments
As long as Maintenance and Support Services are being paid for and provided in accordance with Attachment SLA, Tyler shall, at no additional charge beyond the Maintenance and Support Services fees, provide TLMA any developments, enhancements or improvements to the Software and any other evolution of Software functions, features or technologies that Tyler makes generally available as part of ongoing maintenance and support to its customer base. In addition, Tyler shall provide TLMA with release notes that detail the changes in the Software for any major releases to the Software. As part of the release process for any major release, Tyler shall make available the Tyler Community Forum, on which all Tyler customers may discuss new features and receive answers to customer questions regarding such release. For the first major release of the Software provided during the term of this Agreement, Tyler will coordinate a conference call with the TLMA to help them plan for the Software release process.

2.14.4 Inspection of Service; Quality Control/Assurance
Tyler shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement.

2.14.5 Inspection of Work

TLMA will have the right to inspect and test Tyler's work during normal working hours, on reasonable prior notice and at TLMA's own expense. Such TLMA inspections will not unduly interfere with Tyler's performance. No such inspection by TLMA will limit Tyler's obligations with regard to the testing, performance and other requirements of this Agreement.

2.14.6 License and Permits

Tyler's employees shall possess all applicable licenses and certifications required by the State of California and TLMA. Such licenses and certifications are to be presented to TLMA prior to the Agreement signing. Tyler shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.

2.14.7 Off-Shore Outsourcing of Services

Tyler certifies that any Professional Services performed on any purchase order or contract with TLMA, either by contractor or any sub-contractor will be performed solely by workers within the United States.

2.15 Records and Documents

2.15.1

Tyler shall keep such business records relating to this Agreement as would be kept by a reasonably prudent practitioner of Tyler's profession, and shall maintain such records for at least five (5) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. TLMA shall have the right to audit and review all such documents and records at any time during Tyler's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars ($10,000.00), Tyler shall be subject to the examination and audit of the California State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Each party shall bear its own costs and expenses incurred in connection with any audit and/or review under this provision.

2.15.2

Tyler shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of fees and costs related to this Agreement and invoiced to TLMA. Consistent with Section 2.15.1, all such books, documents and records shall be maintained by Tyler for at least five (5) years following termination of this Agreement, and be provided to/made available for audit by TLMA at TLMA's reasonable request.

2.15.3

In the event Tyler receives payment under this Agreement which the parties later agree should be disallowed for nonconformance with the terms of the Agreement, Tyler shall promptly refund the disallowed amount to TLMA on request, or TLMA may, at its option, offset the amount disallowed from any payment due to the Tyler. Any disputed amounts shall be subject to the dispute resolution process set forth in Section 2.13.

2.15.4

Tyler shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party except as specifically provided in this Agreement. Tyler warrants that it has good title to all materials or products used by Tyler or provided to TLMA pursuant to this Agreement, free from all liens, claims or encumbrances, or with regard to any third party products, has the ability to convey licenses for TLMA use of such third party products as contemplated in this Agreement.

2.15.5

Tyler shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

2.15.6 TLMA List; Publicity

Tyler shall not use the TLMA name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Tyler shall not use the TLMA name or logo in any manner that would give the appearance that TLMA is endorsing Tyler. Tyler shall not in any way contract on behalf of or in the name of TLMA. Tyler shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning TLMA or its projects without obtaining the prior written approval of TLMA.

2.15.7 Non-Discriminations

Tyler shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, and ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

2.15.8 EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, TLMA may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. Tyler agrees to furnish the required data and certifications to TLMA within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of Tyler to timely submit the data and/or certificates required may result in the Agreement being awarded to another contractor. In the event a contract has been issued, failure of Tyler to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If Tyler has any questions concerning this reporting requirement, please call (916) 657-0529. Tyler should also contact its local Employment Tax Customer Service Office listed in

the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

2.15.9 Excusable Delays

Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, or which could not have been reasonably anticipated by the party, provided that such party has taken reasonable steps to mitigate the effects of such delay. Excusable delays shall not apply to any hardship resulting from changes in general economic conditions, strikes or labor shortages.

2.15.10   Taxes

Under the terms of the Agreement and the parties' best information as of the Effective Date, it is the parties' understanding that all applicable state and local sales taxes payable in connection with the Software and Professional Services provided under this Agreement are included in the amounts set forth in Attachment PRC.

2.15.11   Independent Contractor

It is mutually understood and agreed that Tyler (including any and all of its officers, agents, and employees) shall provide the Deliverables as an independent contractor to TLMA, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of TLMA. Furthermore, TLMA shall have no right to control, supervise, or direct the manner or method by which Tyler shall perform its work and function. However, TLMA shall retain the right to administer this Agreement so as to verify that Tyler is performing its obligations in accordance with the terms and conditions hereof. Tyler understands and acknowledges that neither Tyler, nor its personnel, shall not be entitled to any of the benefits of a TLMA employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Tyler shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. Tyler shall be solely responsible and save TLMA harmless from all matters related to payment of Tyler's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Tyler may be providing services to others unrelated to TLMA or to this Agreement.

2.15.12   Conflict of Interest

Tyler covenants that Tyler presently has no employment or other interest and shall not acquire any employment or other interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the provision of the Deliverables. Tyler further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Tyler. TLMA retains the right to waive a conflict of interest disclosed by Tyler if TLMA determines it to be immaterial, and such waiver is only effective if provided by TLMA to Tyler in writing.

2.15.13 Nonexclusive Agreement

Tyler understands that this is not an exclusive Agreement, and that TLMA shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Tyler as TLMA desires.

2.15.14 Written Notice

All written notices that are required to be given in connection with the enforcement of legal rights or remedies under this Agreement, including without limitation, notice of default, termination or dispute resolution, shall be addressed to the attention of the contact person listed on the Signature Page and shall be sent via commercial overnight courier. Notices shall be deemed received, commercial overnight courier, when delivered as evidenced by the courier's records. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto; but any element of such party's address which is not specified in that notice shall not be deemed changed.

2.15.15 Electronic Communications; Exceptions

Subject to any methodology agreed upon by the project managers as contemplated in Attachment PMP, it is intended by the parties that day to day communications concerning the development and implementation of the Software / Integrated System pursuant to Attachment SOW shall be carried out primarily by electronic means, with face to face meetings as appropriate or as required with respect to Professional Services to be provided on-site at TLMA. Notwithstanding the foregoing, none of the following actions shall be valid unless undertaken pursuant to a written document signed by an authorized representative of TLMA and/or Tyler, as appropriate: (i) any change in the timetable or schedule for the completion of any project Deliverables or Milestones (Attachments DEL and SCH); (ii) any change in the scope of Professional Services or other Deliverables to be provided by Tyler or the responsibilities of TLMA pursuant to this Agreement; (iii) any amendment pursuant to Section 2.15.24; (iv) any notice of Milestone acceptance or Final Acceptance by TLMA; (v) any waiver of a legal right or obligations by either party; or (vi) any matter that requires Notice pursuant to Section 2.15.14.

2.15.16 Electronic Delivery

The delivery of written work product (such as training materials, project reports and updates) and other Deliverables, including but not limited to the Software, shall occur in digital formats as attachments via electronic mail or shall be made available by Tyler for download by TLMA using standard network file transfer protocol (FTP) or other mutually agreed upon electronic means. It is not intended that any Software be delivered on any physical media unless expressly requested by TLMA. All executed documents may be signed in counterpart and delivered via electronic means unless a party requests delivery of an original signature.

2.15.17 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Tyler shall, during the term of the Agreement, comply with all applicable federal, state and local rules, regulations and laws. Any legal action related to this Agreement shall be filed only in the Superior Court of the State of California, County of Orange or the U.S. District Court for the Central District of California located in Orange County, California.

2.15.18 Injunctive Relief

Tyler and TLMA agree that in the event of any breach of the confidentiality provisions hereunder, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

2.15.19 Statute of Limitations

Any action under this Agreement must be brought within the time period specified in the applicable statute of limitations.

2.15.20 Subcontractors

Tyler reserves the right to subcontract work, as it deems necessary, to perform the Professional Services under this Agreement. Tyler shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees. Tyler shall not engage a subcontractor under this Agreement without the express written approval of TLMA. TLMA has approved the use of ECS to provide the integration services described in Attachment LSF.

2.15.21 Waiver

No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition or the circumstance giving rise to such right.

2.15.22 Successors and Assigns

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

2.15.23 Section Headings

The headings of the several sections shall be solely for the convenience of reference and shall not affect the meaning, construction, or effect thereof.

2.15.24 Amendments

No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties. For TLMA, only the County Board of Supervisors or County Purchasing Agent to which the Board of Supervisors delegates authority may be considered a duly authorized representative of TLMA. The primary procedure for the proposal and acceptance of amendments to this Agreement shall be the process set forth in Attachment CHG.

2.15.25 Assignment

TLMA shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Tyler, which consent shall not be unreasonably withheld or delayed. Tyler shall not assign or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of TLMA, which consent shall not be unreasonably withheld or delayed.

2.15.26 Severability

If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

2.16 Limitation of Liability

2.16.1

Neither party shall be liable to the other for any indirect, consequential, incidental, special or punitive damages (including lost profits and lost business), arising out of or related to this Agreement, even if it has been advised of the possibility of such damages, and regardless of whether arising in tort (including negligence), contract, or other legal theory.

2.16.2

IN NO EVENT SHALL TYLER'S LIABILITY TO TLMA IN ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT EXCEED THE LARGER OF (I) THE AGGREGATE TOTAL OF THE FEES (WHETHER FOR SOFTWARE OR PROFESSIONAL SERVICES) PAID OR PAYABLE TO TYLER BY TLMA PURSUANT TO THIS AGREEMENT OR (II) THE INSURANCE COVERAGE LIMITS REQUIRED PURSUANT TO SECTION 2.9. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 2.16.2 WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE FOREGOING LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY DAMAGES, FINES, OR LIABILITY ARISING AS A RESULT OF (X) A BREACH OF THE TERMS OF SECTION 2.10; (Y) ANY CLAIM OF INFRINGEMENT FOR WHICH TYLER IS REQUIRED TO INDEMNIFY TLMA PURSUANT TO SECTION 2,10; OR (Z) ANY CLAIM FOR PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE RESULTING FROM THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF TYLER PERSONNEL WHEN PRESENT AT OR TRAVELING TO OR FROM AN TLMA FACILITY.

2.17 Priority of Documents

In the event of any conflict between the terms of this Section 2 – Legal Terms and Conditions and the terms of the Attachments, the following rules shall apply: (i) the language of these Legal Terms and Conditions shall prevail over all attachments; (ii) the terms of Attachment PRC shall prevail over all other attachments; and (iii) an attachment that provides more detail on a particular matter shall prevail over a more general discussion of that matter in another attachment.

END OF LEGAL TERMS AND CONDITIONS

3 Attachments

3.1 Attachment DEF- Definitions

The following are definitions for some of the significant terms used in this Agreement, except as otherwise defined therein.

A.   "ACCEPTANCE CRITERIA" shall mean the tasks that must be completed in connection with each "phase" identified in Attachment DEL.

B.   "AGREEMENT" shall mean the Signature Page, the attached Terms and Conditions, and all Attachments, Appendices, or other documents attached to or incorporated into this Agreement, as well as any future amendments, change orders, or similar documents properly signed by the parties.

C.   "CAC" shall mean County Administrative Center.

D.   "CHANGE CONTROL BOARD" shall mean a TLMA/RCIT committee that makes binding decisions regarding whether or not proposed changes to the Software project should be implemented.

E.   "COMPLIANCE UPDATE" shall mean a change made to the Software to reflect a mandated change in an applicable code, law, or regulation.

F.   "CORE SYSTEM COMPONENTS" shall mean the rights, roles, security, contacts, and other central core configuration components that impact business transactions for the Permitting and Land Management, Licensing and Regulatory and Asset Management Suites, as identified in Attachment PRC.

G.   "COTS" shall mean Commercial off the Shelf Software.

H.   "COUNTY" shall mean the County of Riverside, California.

I.   "CUSTOM ENHANCEMENT" shall mean any modification or change (including Software, interfaces or integration tools) that when made or added to the Software, changes its utility, efficiency, functional capability or application as specified by TLMA to meet specific TLMA business requirements.

J.   "CRITICAL PROCESSES" means those processes for which functionality must be restored as defined in the Disaster Recovery Plan.

K.   "CRITICAL USERS" means those users who must have access to the Software as defined in the Disaster Recovery Plan.

L.   "DEFECT" shall mean an error, flaw, mistake, failure, or fault in the Software / Integrated System that eliminates the benefits of the features and functionality contained in the Functional Requirements and the then-current Documentation, or produces an unexpected or incorrect result or causes the program to behave in an unexpected way. A Defect is the measurable effect caused by a broken piece of code.

M.   "DEFECT CORRECTION" shall mean any modifications or changes that, when made or added to the Software or Integrated System, establishes conformity of the Software or Integrated System to the Functional Requirements and the Documentation or a procedure or routine that, when implemented in a regular operation of the Software or Integrated System, eliminates the practical adverse effect on TLMA of such nonconformity.

N. "DELIVERABLES" shall mean the Software, Professional Services and other work product being provided by Tyler pursuant to Attachment DEL.

O. "DISASTER" means an unplanned event that is not within the reasonable control of TLMA which results in the failure of the Software to perform Critical Processes. A Disaster is not a hardware or network failure that would have been avoided with reasonable diligence and maintenance in accord with the industry standard, a failure otherwise covered by Maintenance and Support Services, or a failure that can be remedied in less than sixteen (16) business hours.

P. "DISASTER RECOVERY PLAN" shall mean the plan for delivering the Disaster Recovery Services described in Attachment SLA.

Q. "DISASTER RECOVERY SERVICES" shall mean those services that may be provided by Tyler to assist County with promptly recovering the ability of Critical Users to carry out Critical Processes as set forth in Attachment SLA.

R. "DOCUMENTATION" shall mean the specifications, files, manuals, guides and notes Tyler delivers in connection with the Software as set forth in Attachment SOW.

S. "DMZ" shall mean a firewall configuration for securing local area networks (LANs).

T. "ECMS" shall mean Electronic Content Management System.

U. "END USER" shall mean (i) TLMA staff; (ii) the staff of Related County Entities engaged in land management and development functions that are a part of or are incorporated into the Land Management System; and (iii) RCIT staff responsible for operation and maintenance of the Software on behalf of TLMA.

V. "FINAL ACCEPTANCE" shall mean the final written confirmation from TLMA that (i) Tyler has successfully completed the final phase of the final Milestone set forth in Attachment DEL and (ii) the Software, including all integrations and Custom Enhancements provided by Tyler, operates as an Integrated Solution that provides the Functional Requirements, subject to any minor Defects that TLMA has agreed may be fixed following Final Acceptance and not including any tasks or business processes that are the responsibility of TLMA.

W. "FUNCTIONAL REQUIREMENTS" shall mean the business and technical requirements in Attachment REQ that Tyler (i) identified as part of the "Existing Core Product"; or (ii) responded to as "Question," to the extent Tyler's response included a clarification or explanation of the Software's functionality.

X. "GAP ENHANCEMENTS" shall mean any modification or change that, when made or added to the Software, changes its utility, efficiency, functional capability or application to fulfill a TLMA business requirement. Gap Enhancements will be added to the Software and maintained in in accordance with the parameters set forth in Attachment DEL and Attachment SLA.

Y. "GL" shall mean General Ledger.

Z. "GO-LIVE" shall mean the point in time when the Software is successfully used in a production environment after the acceptance of the Integrated System and the business users can fully utilize the Software to perform normal business operations.

AA. "HARDWARE" shall mean the physical parts of a computer and related devices including components and peripherals.

BB.	"HIGH AVAILABILITY" shall mean a critical business system that is continuously operational 99.99% of the time. High availability planning includes applications that are aware of existing Microsoft Technologies such as Microsoft Clustering, Failover Clustering, Database Mirroring, and Geo-Clustering for TLMA's VM Ware server environments.

CC.	"HYPERCARE" shall mean the 90-day period beginning at Go-Live in which Tyler provides TLMA an increased level of on-site resources to provide immediate or near-immediate response to questions or Issues End-Users may have or encounter about transitioning to and learning the new Software as described in Attachment SOW and Attachment DEL.

DD.	"ISSUE" shall mean a statement of concern or need in which the resolution is in question or lacking agreement among stakeholders, and which may have impact upon scope, critical deadlines or timeframes, a monetary impact, and/or which may impede project progress.

EE.	"INTEGRATED SYSTEM" or "INTEGRATED SOLUTION" shall mean a collection of software applications that work together in an integrated and efficient manner to provide the Functional Requirements in the manner and scope set forth in Attachment SOW.

FF.	"LAND MANAGEMENT SYSTEM," "LMS," and "LMS PROJECT" mean the County project to procure an integrated solution from Tyler to enable the County to (i) manage its entitlement, permitting, inspections, code enforcement, business registration and asset management functions; (ii) to coordinate those functions with related services such as cashiering, GIS and reporting; (iii) to provide mobile real-time access to data and software applications for County staff in the field; and (iv) to provide on-line access and electronic payment options for the general public.

GG.	"LASERFICHE" shall mean Laserfiche and all related Laserfiche modules installed at TLMA.

HH.	"LASERFICHE REPOSITORY" shall mean the Electronic Content Management System where images are stored.

II.	"MAINTENANCE AND SUPPORT SERVICES" shall mean the services for the Software, as defined in Attachment SLA.

JJ.	"MALWARE" shall mean any spyware, virus, trap door, rootkit, malware, bot, back door, time bomb, Trojan horse, worm, file infector, boot sector infector, and / or other similar malicious code.

KK.	"MILESTONE" shall mean an action or event marking a significant Deliverable event in the LMS Project to which a payment may be tied.

LL.	"NDA" shall mean Non-Disclosure Agreement.

MM.	"NON-PERMANENT RECORD" shall mean a record that is not intended to exist for an indefinite time and has a retention period identified.

NN.	"OFFICIAL RECORD" shall mean official documents or official records that are (i) defined as such in applicable statutes and in the business practices of County departments that are responsible for retaining said documents or records; (ii) identified in County General Records Retention Schedule; or (iii) identified in the Board of Supervisors' approved departmental records retention schedules.

OO. "ONLINE" shall mean electronic internet communication completed at a terminal not on County property.

PP. "PROFESSIONAL SERVICES" shall mean the services and work tasks to be performed by Tyler personnel to implement the Software, as described in Attachment SOW and Attachment DEL.

QQ. "RCIT" shall mean Riverside County Information Technology, a department of the County.

RR. "RECOVERY POINT OBJECTIVE," or "RPO," means the amount of time since the last successful data transfer. With successful nightly transfer of data, RPO would be no more than twenty-four (24) hours.

SS. "RECOVERY TIME OBJECTIVE," or "RTO" means twenty-four business hours after receipt of a Disaster declaration for TLMA data not exceeding one (1) terabyte in size, for Critical Users using Critical Processes. RTO for TLMA data one (1) terabyte in size or greater shall be mutually agreed, specified and incorporated into the Disaster Recovery Plan.

TT. "RELATED COUNTY ENTITIES" has the meaning set forth in Section 2.1.2.

UU. "RICH" or "SMART" client applications shall mean application software that executes on the desktop workstation.

VV. "RFP" shall mean Request for Proposal.

WW. "SAN" shall mean Storage Area Network.

XX. "SOFTWARE" shall mean the Tyler software program(s) itemized in Attachment PRC and described in Attachment SOW including the Tyler COTS and such other Tyler software programs as are developed or added during the LMS Project as Custom Enhancements or Gap Enhancements or pursuant to an approved change order. Software shall include all Defect Corrections, Compliance Updates and new versions and releases of such Software programs as defined throughout this Agreement. Software shall be provided in object code format for use by TLMA and in source code format subject to the provisions of Attachment SCE.

YY. "STATEMENT OF WORK" shall mean the scope of work to be provided under this Agreement, as described in Attachment SOW and is sometimes also referred to herein as the "SOW".

ZZ. "THIRD PARTY SOFTWARE" shall mean any Software that has not been developed by Tyler and is provided to TLMA under this Agreement.

AAA. "TLMA" shall mean the Transportation Land Management Agency of the County of Riverside, which includes the departments described in Section 2.1.2.

BBB. "TLMA PROJECT MANAGER" shall mean the individual who is appointed by TLMA to undertake the responsibilities of the Project Manager as set forth in Attachment ROL.

CCC. "TRUSTED SYSTEM" shall mean a combination of techniques, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored and is further defined in Section 5.3.3 of AIIM ARP1-2009.

DDD. "TYLER" shall mean Tyler Technologies.

EEE. "TYLER PROJECT MANAGER" shall mean the individual who is appointed by Tyler to undertake the responsibilities of the Project Manager as set forth in Attachment ROL. .

FFF. "USER ACCEPTANCE TESTING" or "UAT" shall mean the process that is performed as part of the Implementation to verify that functionality delivered as part of the COTS is configured, developed and works as intended, as set forth in Attachment SOW and Attachment DEL.

GGG. "UI" shall mean User Interface.

HHH. "VENDOR" shall mean Tyler. For the purposes of this Agreement, the terms Vendor and Tyler and used interchangeably.

III. "VPN" shall mean Virtual Private Network

JJJ. "WARRANTY PERIOD" shall mean the twelve (12) month period following UAT in which Tyler will correct any Defects in the Software / Integrated System.

END OF ATTACHMENT DEF

3.2 Attachment NDA- Form of Non-Disclosure Agreement (NDA)

This Confidentiality & Non-Disclosure Agreement ("Agreement") is made this _____ day of _____, 2014 between Tyler Technologies, Inc., and The County of Riverside, California ("Company").

WHEREAS, Tyler and the Company (individually, a "Party"; collectively, the "Parties") are involved in the evaluation and pursuit of a certain mutually beneficial business opportunity; and

WHEREAS, the Company may disclose Confidential Information to Tyler in connection with such opportunity; and

WHEREAS, each party may disclose Confidential Information to the other in connection with such opportunity; and

WHEREAS, the Parties desire to protect their respective Confidential Information;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tyler and Company agree as follows:

I. **Confidential Information.** As used in this Agreement, "Confidential Information" means all information of either Party in whatever form transmitted that is:
   A. not generally known to the public, whether of a technical, business or other nature including, without limitation:
      1. any and all intellectual property rights Tyler holds in the Tyler Software as of the effective date of this Agreement, including patents, copyrights, and trademarks,
      2. trade secrets, and
      3. information relating to either Party's business, methods, business plans, databases, systems, technology, management, business development, operations, products, processes, and Services, including, without limitation, information relating to research, development, inventions, recommendations, programs, systems, systems analyses, finances, financial statements, financial projections, financing methods, marketing plans and strategies, pricing strategies, client sources, system designs, terms and conditions of arrangements of any business or clients or suppliers, reports, personnel procedures, client lists, methods of competing, and other proprietary information.
   B. disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or due to its physical or electronic access to the premises or property of the Disclosing Party; and
   C. has been identified as being proprietary and/or confidential or that would reasonably be deemed to be proprietary and/or confidential based upon the nature of the circumstances surrounding its disclosure or receipt.

II. **Meetings & Discussions.** Each Party agrees that the existence or occurrence of any meetings or discussions between the Parties will also be considered Confidential Information and will not be disclosed to any third party (other than the agents and representatives of the Parties), except as may be required by law or in any legal proceedings or as otherwise mutually agreed.

III. **Exceptions.** "Confidential Information" does not include information which
    A. becomes generally available to the public other than as a result of a disclosure by the Receiving Party;
    B. was available to the Receiving Party on a non-confidential basis prior to its receipt by the Receiving Party;
    C. becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing party, its representatives or its agents, provided that such source is not bound by a confidentiality agreement with the Disclosing Party, its representatives or its agents or otherwise is prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; or
    D. was independently developed by the Receiving Party without access to or the benefit of the Confidential Information.

IV. **Use of Confidential Information.** The Receiving Party, except as expressly provided in this Agreement, will not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. In addition, the Receiving Party will not use, or permit others to use, Confidential Information for any purpose other than for the limited purpose or purposes for which the disclosure of the Confidential Information is originally made. Permitted use under this Agreement may include disclosure of Confidential Information to employees or representatives of the Receiving Party provided, however, that the Receiving Party informs such person or persons of this Agreement and will be responsible for any breach of this Agreement by such person or persons.

V. **Exportation.** Neither Party shall export, directly or indirectly, any technical data acquired from the other Party pursuant to this Agreement or an product utilizing any such data to any country for which the United States Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

VI. **Governmental Request.** Should the Receiving Party receive a request or otherwise be directed by a governmental authority to disclose any or all of the Disclosing Party's Confidential Information, the Receiving Party shall promptly provide notice to the Disclosing Party of such request to allow the Disclosing Party an opportunity to prevent such disclosure.

VII. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license or otherwise, to use the Confidential Information except as

expressly provided herein or in a separate written agreement specifically granting such rights.

VIII. **Protection of Confidential Information.** The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information, and, in any event, at least in a manner considered commercially reasonable.

IX. **Unauthorized Disclosure.** The Receiving Party shall immediately notify the Disclosing Party upon the discovery of any loss or unauthorized disclosure or use of the Confidential Information of the Disclosing Party.

X. **Injunctive Relief.** Each Party acknowledges and agrees that a breach by it or one of its affiliates, employees or representatives of any of the covenants set forth in this Agreement will cause irreparable injury to the other Party and its business for which damages, even if available, will not constitute an adequate remedy. Accordingly, each Party, for itself and its affiliates employees and representatives, agrees that the other Party, in addition to any other remedy available at law or in equity, shall be entitled to the issuance of injunctive relief (including, without limitation, specific performance) by any court of competent jurisdiction in order to enforce the covenants and agreements contained herein.

XI. **Attorneys' Fees and Costs.** If attorneys' fees or other costs are incurred to secure performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party will be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

XII. **Non-waiver.** Any failure by either Party to enforce performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

XIII. **No Trading in Tyler Common Stock.** The Company acknowledges that Tyler is a publicly traded company listed on the New York Stock Exchange, and therefore, agrees that any material, nonpublic Confidential Information regarding Tyler that is disclosed to the Company may not be used as a basis for trading in Tyler stock by the Company or its representatives.

XIV. **Assignment.** Neither Party shall assign this Agreement or any rights or obligations hereof without the prior written consent of the other Party, and any attempted assignment without such consent shall be null, void, and of no effect.

XV. **Survival.** The Receiving Party's obligations under this Agreement shall survive termination or expiration of this Agreement and shall be binding upon the Receiving Party's heirs, successors, and assigns, as applicable.

XVI. **Notices.** All notices or communications required or permitted as a part of this Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
A. Actually received,
B. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the Party,
C. Upon receipt by sender of proof of email delivery, or
D. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the Party may have designated by notice or Agreement amendment to the other Party.

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

Tyler Technologies, Inc.	County of Riverside
5519 53rd Street	4080 Lemon Street
Lubbock, TX 79414	Riverside, CA 92501
Attention: Contract Specialist	Attention: Ed Cooper

XVII. **Cumulative Nature of Obligations.** Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact or in law.

XVIII. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of California, without giving effect to any conflicts-of-law, rule, or principle that might require the application of the laws of another jurisdiction.

XIX. **Jurisdiction & Venue.** Any judicial proceeding brought by or against any of the Parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto shall be brought exclusively in any Federal or State court having jurisdiction which is located in the County of Orange, California, and by execution and delivery of this Agreement, each of the Parties to this Agreement accepts for itself the exclusive jurisdiction and venue of the aforesaid courts as trial

courts, and irrevocably agrees to be bound by any final non-appealable judgment rendered in connection with this Agreement. Each Party expressly waives any objection (including, without limitation, objections based on forum non conveniens) which any Party may have now or hereafter to the laying of venue or to the jurisdiction of any such suit, action, or proceeding, and irrevocably submits generally and unconditionally to the jurisdiction of any such court in any such suit, action, or proceeding. Each Party hereby agrees that in connection with any such suit, action, or proceeding service of process may be accomplished by certified mail, return receipt requested, to the president, managing partner, or other appropriate official at the address set forth in the Notices section above.

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

XXI. **Amendment.** This Agreement may only be modified by written amendment signed by authorized representatives of both Parties.

XXII. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same Agreement.

XXIII. **Term and Termination.** This Agreement is intended to cover Confidential Information disclosed or received by either Party prior or subsequent to the date of this Agreement. Unless otherwise earlier terminated, this Agreement automatically will expire five (5) years from the date first written above; provided, however, that each Party's obligations with respect to the other Party's Confidential Information disclosed or received prior to termination or expiration will survive until such Confidential Information ceases to be confidential.

XXIV. **Return of Materials.** Upon termination or expiration of this Agreement, or upon receipt of written request from the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all documents or other tangible materials representing the Disclosing Party's Confidential Information, including any copies made thereof.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative to be effective as of the last date set forth below.

Tyler Technologies, Inc.   **County of Riverside**

By: _____   By: _____

Name _____   Name _____

Title _____   Title _____

Date: _____   Date: _____

END OF ATTACHMENT NDA

3.3 Attachment TRV-Travel Requirements

On a monthly basis, TLMA shall reimburse Tyler for Tyler's travel expenses as follows:

1. All hotels, meals, rental cars, parking and mileage will be reimbursed at a daily per diem rate of Two Hundred Seventy-Four Dollars ($274.00) per day; and

2. The actual cost of airfare will be reimbursed for each trip, provided, however, that any airfare in excess of Seven Hundred Dollars ($700.00) (inclusive of all fees and taxes) will be subject to prior approval of the TLMA Project Manager. Tyler shall use its best efforts to schedule trips in advance to keep airfare within the foregoing threshold. TLMA acknowledges that TLMA requests for unscheduled travel by Tyler personnel may exceed this amount.

Tyler will be responsible for directly paying all expenses related to traveling from Tyler's location to TLMA locations and also in between TLMA locations.

TLMA has authorized an aggregate budget for travel by Tyler personnel in the amount set forth in Attachment PRC for the quoted number of trips, and has determined that the average cost per trip pursuant to such aggregate budget is in compliance with current County travel policies. In the event that Tyler determines that the actual travel reimbursement amount will exceed this budget or additional trips are required, Tyler will give notice to the County of the reason for such excess costs or additional trips and the parties shall negotiate a Change Request, in accordance with Attachment CHG. Additional trips will be budgeted at the average travel price per trip as set forth in the budget in Attachment PRC.

<div align="center">END OF ATTACHMENT TRV</div>

3.4 Attachment STE- On-Site Staffing

3.4.1 Overview

The Land Management System is a key business initiative for TLMA. In order to ensure the success of the project, several key Deliverables will require Tyler team members to be on-site at TLMA. Tyler and TLMA will work together to create a project plan during Milestone 1, Phase 1, as set forth in Attachment DEL, that defines which Tyler team members will be required on-site, and when. TLMA requires, at a minimum, the assigned Tyler Project Manager to be on-site once a month throughout the duration of the project until Go-Live.

All Tyler staff and contractors will abide by the posted rules and regulations of TLMA while working on-site at a TLMA facility, and will further comply with the reasonable direction of TLMA staff and security personnel. In the event that any Tyler staff or contractors working on-site does not have the required level of skill to perform the Services for which he or she has been designated, or engages in willful misconduct or unprofessional behavior, then TLMA may request that Tyler remove such personnel or contractor and provide a suitable replacement.

3.4.1.1 Tyler On-Site Allocations

To the extent consistent with Attachment DEL, and during the development of the project plan, as outlined above, the parties will use the table set forth below as a guide in assigning which Tyler staff shall be on-site for the events, and in the durations, generally described below. The total on site weeks and hours included in the Agreement for the Tyler Project Manager and any other staff members Tyler deems appropriate must be within the scope of Attachment PRC, or otherwise allocated through a Change Request under Attachment CHG. Items marked "TBD" shall be determined during the development of the project management plan.

Tyler On-Site Staffing Table	Personnel Contemplated	Weeks On-Site	Estimated Total Weeks
Monthly project management site visit (includes Project Kickoff and Project Plan creation)	• Tyler Implementation Manager (1 person) • Tyler Project Manager (1 person)	TBD	TBD
Business Process Review	Tyler Project Consultant (1 person)	TBD	TBD
Solution Pilot/Configuration Review & Acceptance	Tyler Project Consultant (1 person)	TBD	TBD
Conversion Review, Fixes & Acceptance	Tyler Project Consultant (1 person)	TDB	TBD
User Acceptance Testing (UAT)	Tyler Project Consultant (1 person)	TBD	TBD

Training	Tyler Project Consultants and Trainers (3 persons)	TBD		TBD
Go Live/Hypercare	• Tyler Project Manager (1 person) • Tyler Project Consultants (2 persons) • Tyler Trainers (2 persons)	TDB		TBD
Total		.		**TBD**

END OF ATTACHMENT STE

3.5 Attachment TRM- Termination

3.5.1 General
This Attachment TRM sets forth the circumstances and procedures associated with the various options for termination under this Agreement.

3.5.2 Term
This Agreement will commence on the Effective Date and continue through Final Acceptance and the expiration of all future Maintenance and Support Services terms as set forth in Attachment SLA, unless terminated sooner in accordance with the express terms of this Agreement. TLMA and Tyler may mutually agree, in writing, to extend this Agreement by amendment.

3.5.3 Termination for Breach
An event of default by Tyler under this Agreement shall occur if: (i) Tyler fails to provide all Professional Services and complete all other Deliverables identified herein within the scheduled time frame for the Milestones, as set forth in Attachment SCH (subject to agreed changes in the project schedule or a reasonable extension requested in writing by Tyler as a result of the failure of TLMA to fulfill its obligations under this Agreement in a timely manner); (ii) Tyler persistently disregards laws, ordinances, or the reasonable instructions of TLMA and the County; (iii) Tyler fails to perform consistent with Attachment SOW, or repeatedly fails to provide sufficient personnel or materials to ensure the proper completion of the terms of the Agreement; (iv) Tyler performs Professional Services or provides Software that is/are not in conformance with terms of this Agreement, or refuses to perform consistent with Attachment SLA; (v) Tyler ceases doing business or discontinues providing Professional Services without authorization by TLMA, becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors; or (vi) Tyler commits any other material breach of its obligations under this Agreement. Upon receipt of a written notice from TLMA that an event of default has occurred and is continuing, Tyler shall take action to cure such default within thirty (30) days. If Tyler has not cured the event of default identified in the written notice from TLMA within the applicable cure period, then TLMA shall have the right to terminate the Agreement effective immediately as of the end of the notice period. In addition to termination, TLMA reserves the right to pursue all of its legal and equitable rights and remedies upon a termination for breach. TLMA shall make payment to Tyler for any undisputed Professional Services and/or Maintenance and Support Services rendered and Software delivered through the date of termination. Payment for any disputed products or services shall be addressed through the dispute resolution provisions of this Agreement.

3.5.4 Termination for Non-Appropriation Or Convenience
If County should not appropriate or otherwise make available funds sufficient to carry out the Land Management System, or otherwise for convenience, County may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. Upon termination, County shall remit payment for all Deliverables delivered to County and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. County will not be entitled to a refund or offset of previously paid license and other fees. Without limiting the foregoing, TLMA and Tyler agree to negotiate in good faith to determine the amount due to Tyler, provided that such amount shall

be calculated based on the percentage completion of Milestones that have been accepted by TLMA pursuant to the process in Attachment ACC or which are works in progress for which Tyler has commenced work as of the date of termination.

3.5.5 Procedures upon Termination

Upon termination of this Agreement, Tyler shall deliver to TLMA all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Tyler in performing this Agreement, whether completed or in process, except such items as TLMA may, by written permission, permit Tyler to retain. Any TLMA data that is required to be returned to TLMA under this Agreement shall be provided in a TLMA prescribed format. Data will be provided at no additional cost to TLMA, provided TLMA provides Tyler with instructions for formatting of said data. To the extent provided in this Agreement, TLMA will have perpetual fully paid license rights to such materials.

Tyler will also provide transitional services during the applicable termination notice period and for up to ninety (90) business days following termination, as requested by TLMA, on a time and materials basis at then-current rates.

3.5.6 Effect of Termination

At the option of TLMA, the termination of this Agreement shall not affect TLMA's rights to the Software pursuant to the Agreement, provided that TLMA has paid all Software license fees set forth in the Attachment PRC and TLMA is not in material breach of this Agreement. If TLMA elects not to retain the Software following termination, or terminates this Agreement prior to the payment of all Software license fees, TLMA shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. TLMA shall certify such action in writing to Tyler within thirty (30) business days after the termination date.

3.5.7 Survival

Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, those described in Section 2.12 (Confidential Information), shall survive termination of this Agreement.

END OF ATTACHMENT TRM

3.6 Attachment SCE- Source Code Escrow

3.6.1 General

Tyler must provide a Source Code Escrow (SCE) for all Software provided under this Agreement. The SCE is a safe repository of all deliverable product media and all associated development tools as required to create, develop, and support the Software. The SCE agreement shall be approved internally by County Counsel and may be signed by the County Purchasing Agent.

3.6.2 Escrow Agent

Tyler has contracted with Iron Mountain Intellectual Property Management, Inc. to provide escrow services pursuant to that certain Two Party Master Escrow Service Agreement dated March 17, 2009. Tyler will add TLMA as a beneficiary of the Iron Mountain agreement within forty-five (45) days of the Effective Date.

3.6.3 What is Deposited? Electronic Media

All deposits into the SCE must be in electronic machine readable media. Deposits into the SCE must include all releases made generally available by Tyler according to the applicable life cycle release policy. This includes, but is not limited to the source code for the Software, including the COTS and other Tyler proprietary products included in the Software

3.6.4 Who makes deposits?

Tyler makes the deposits into the SCE.

3.6.5 Location of deposits

The repository for deposits must be a secure and accessible facility as administered by the escrow agent.

3.6.6 Frequency of Deposits

Tyler shall refresh the contents of the SCE consistent with Tyler's applicable life cycle release policy.

3.6.7 Verification of Deposits

The SCE must provide a method to permit TLMA to verify all deposits made into the SCE account.

<p align="center">END OF ATTACHMENT SCE</p>

3.7 Attachment CHG- Change Control

3.7.1 Overview
As a result of comparing expected and planned results with actual project results, change requests may be issued which may expand, adjust, or reduce the scope of the Deliverables to implement the Software / Integrated System. Changes can impact project management planning, project documents, and other Deliverables. Changes may include, but are not limited to the following:

- Corrective action –   A documented change of direction or omitted procedure for executing project work to bring expected future performance of the project work efforts in line with the project management plan.
- Preventative action –   A documented change in direction to perform an activity that can reduce the probability of negative consequences associated with project risks.

3.7.2 Change Control, Change Requests and the Change Control Process

3.7.2.1 Change Control
Change control is the process of reviewing change requests, approving changes and managing changes to the deliverables, organization, project documents and the project management plan. Change control is performed from the inception of the project through the project's completion. The change control process is comprised of the following activities:

- Identification of need for change
- Documenting the change
- Submitting the change request
- Reviewing, approving, or denying change requests promptly. Delays in approvals can delay the project schedule, budget or the opportunity to implement change.
- Managing the approved changes once they have been approved.
- Coordinating the synergy of changes across the entire project (e.g. a proposed change may also impact cost, risk, quality, and staffing).
- Communicating the approved change and the impact of the change to all employees.

3.7.2.2 Change Request (Appendix D)
A change request is a written request submitted to the TLMA Project Manager(s) recommending a change in the Deliverables from those originally defined in this Agreement and the initial project plan. Based upon scope or cost impact, change requests may require additional approval from the Change Control Board.   The CCB may be composed of the TLMA Project Manager, Project Sponsor, Project Managers and / or members of the Executive Steering Committee Member or IT Technical Teams.

Changes may be requested by any project team member (TLMA or Tyler) and must be approved by the business owner for the affected area before being submitted to the Project Managers. The Tyler team must estimate the cost and time impact once the change request

has been authorized by the business owner. Cost or time impact may be estimated as zero. The Project Managers will review the change request for the following:

- Estimated time impact
- Estimated cost impact
- Detailed business case
- Detailed description/reason of proposed change
- Business requirements for proposed change
- Any available design documentation
- User Acceptance Testing Criteria

The Project Managers will review and discuss the change request with the requestor(s) and business owner(s). The Project Managers will approve or deny the change in writing on the Change Request Form.
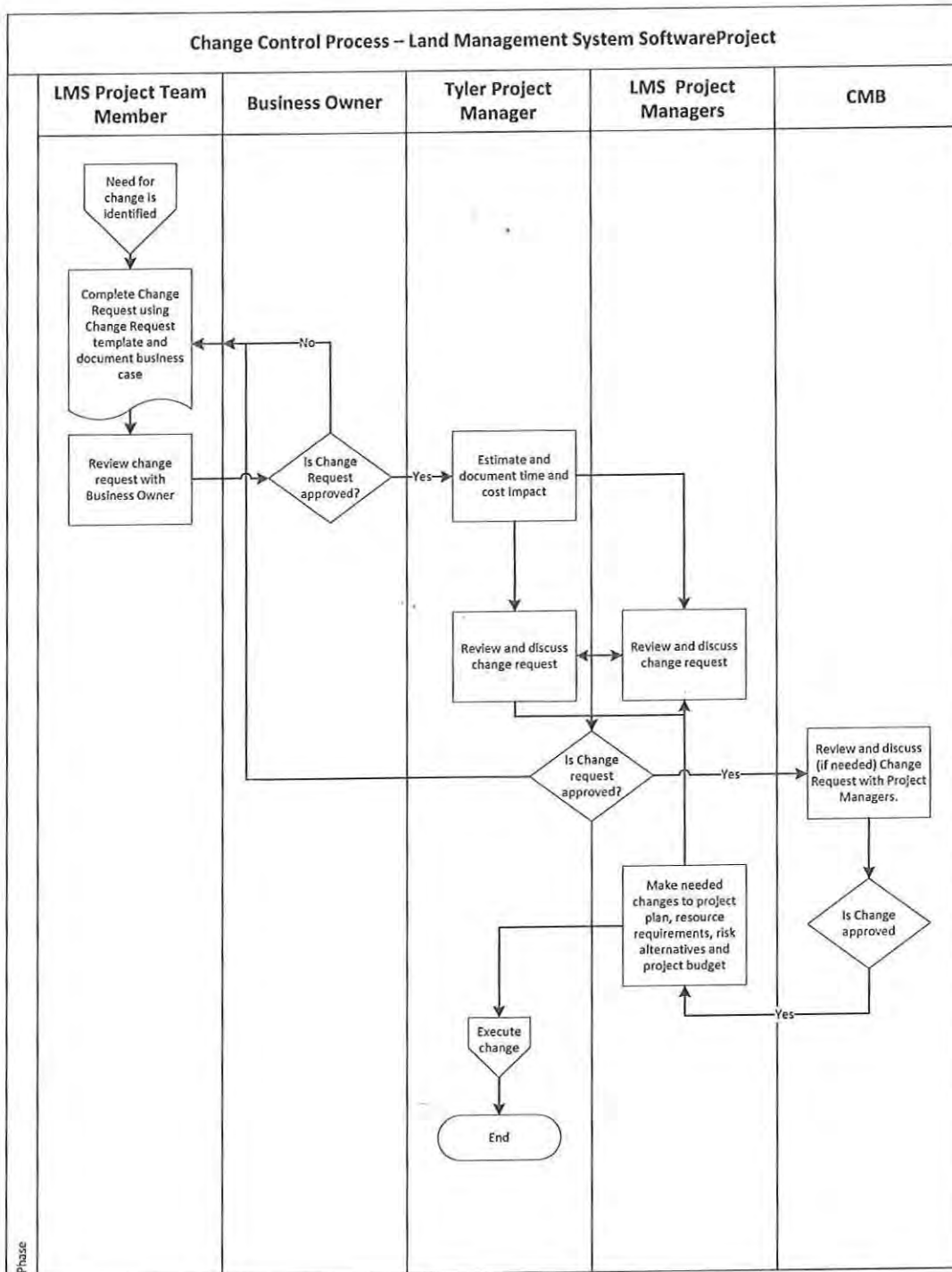
If the change is not feasible for any reason, the Change Request will be rejected and sent back to the requestor. The request may need additional information or rework on the business case or the time and cost estimate.

Approved Change Requests require new or revised activity sequences, schedule dates, resource requirements, budget requirements and analysis of risk alternatives which could result in changes to the project management plan or other project management plans / documents.

3.7.2.3 Change Delivery

Tyler will not provide any Professional Services, Software, Hardware, materials or related items that cause TLMA to incur additional expenses beyond those stated in this Agreement unless the Change Request has been approved as a written amendment to this Agreement in accordance with Section 2.15.24. Notwithstanding the foregoing, to the extent that the TLMA Project Manager has been expressly authorized by the County Board of Supervisors to approve Change Requests which fall within specific criteria, then a Change Request may be authorized with the advance written approval of the TLMA Project Manager. Except as specifically stated in this Agreement, TLMA personnel have no authority to order or direct any changes to this Agreement. Failure of Tyler to secure proper advance approval in writing for any additional Professional Services, Software, Hardware, materials or related items beyond those specifically stated in this Agreement will constitute a waiver by Tyler of any claim for additional compensation related to such items, and such items will be deemed to be included in the costs stated in this Agreement.

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Change Control Process -- Land Management System SoftwareProject

LMS Project Team Member	Business Owner	Tyler Project Manager	LMS Project Managers	CMB

Need for change is identified

↓

Complete Change Request using Change Request template and document business case

← No ←

↓

Review change request with Business Owner → **Is Change Request approved?** → Yes → **Estimate and document time and cost impact**

↓

Review and discuss change request ↔ **Review and discuss change request**

↓

Is Change request approved? → Yes → **Review and discuss (if needed) Change Request with Project Managers.**

↓

Is Change approved

Make needed changes to project plan, resource requirements, risk alternatives and project budget ← Yes

Execute change

↓

End

END OF ATTACHMENT CHG

3.8 Attachment PRC- Pricing

3.8.1 General
This Agreement is a fixed price contract between Tyler and TLMA. The work to be performed by Tyler pursuant to this Agreement shall be completed only at a fixed price or prices, as stated in this Agreement, for the scope of Software and Professional Services defined herein, to be paid by TLMA. That is, the fixed price or prices shall remain unchanged regardless of the amount of staff hours it takes Tyler or the other costs Tyler must incur to correctly accomplish the work, except as otherwise agreed to by the parties.

The total fees associated with the project are itemized in the following tables.

3.8.2 Payment for Software Licensing
These fees include all licensing fees for the Software in scope as of the Effective Date..

Description	Software Cost	Access	Annual Support / Maintenance	Notes
EnerGov 9 Permitting & Land Mgmt Suite	$899,999	TLMA Site License	$180,000	*All EnerGov Permitting Land Mgmt Modules*
EnerGov 9 Licensing & Regulatory Mgmt Suite	$59,730	20 named users	$11,946	*EnerGov Business Registration*
EnerGov 9 Asset Mgmt Suite	*Included*	50 named users	*Included*	*EnerGov Asset & Work Order Management*
EnerGov eReviews	$79,999	TLMA Site License	$ 16,000	*Does not include BlueBeam Revu or Adobe Acrobat Pro for markups*
EnerGov GIS	$35,000	TLMA Site License	$ 7,000	*Includes Viewer, GeoRule Engine, History Writer, Spatial Collections, Parcel Split Manager*
Intelligent Automation Agent, Social IO and OData Service	*Included in site*	TLMA Site License	*Included*	*Advanced EnerGov Server side extensions*
EnerGov VirtualPay	*Included*	TLMA Site License	*included*	*Integrated EnerGov Back office payment processing*
EnerGov Citizen Access ePortal - PLM	$45,000	TLMA Site License	$ 9,000	*Online Permitting and Land Management Functions*
EnerGov Citizen Access ePortal - LRM	$10,000	TLMA Site License	$ 2,000	*Online License Management Functions-contractor registration*
EnerGov Decision Engine	$9,999	TLMA Site License	$ 2,000	*Decisional logic for EnerGov ePortal*
EnerGov MyGovPay	*Included*	County-wide	*Included*	*Online EnerGov credit card payment processing*
EnerGov IVR	*Included in site*	TLMA Site License	*Included*	*Interactive voice response system for inspection scheduling and permit status*
iG Workforce Mobile	$150,000	TLMA Site License	$30,000	*Includes unlimited access to all current and future iG apps for department use*

				$2,000	
Laserfiche-EnerGov API		*Included*	Commercial API		*Commercial API for Laserfiche and other document mgmt. systems*
Total Tyler Discount		($515,890)			*Total Tyler discount for existing customer extending the Tyler platform*
	Totals:	$773,837		$259,946	

3.8.3 Payment for Milestones

Fees for Software and Professional Services provided by Tyler pursuant to this Agreement and identified as in-scope as of the Effective Date shall be paid on according to the schedule set forth below.

Milestone	Sub-Milestone	Software Payment	Professional Services Payment	Total Payment
0 – Laserfiche API Made Available		$117,575	$0	$117,575
1 – Analysis and Design		$117,575	$403,615	$521,191
2 – Software Delivery, Build and Migrate Legacy Data				
	2(a) – Software Delivery	$235,151	$0	$235,151
	2(b) – Configure System	$0	$192,198	$192,198
	2(c) – Develop Build Specifications	$0	$192,198	$192,198
	2(d) – Build	$0	$192,198	$192,198
	2(e) – Migrate	$0	$192,198	$192,198
3 – System Acceptance Training		$195,959	$230,637	$426,596
4 – Training		$0	$96,099	$96,099
5 – Go-Live		$73,384	$96,099	$169,483
6 – Post-Production		$0	$96,099	$96,099
7 – Hypercare		$34,192	$230,637	$264,829
TOTAL		$773,836	$1,921,977	$2,695,813

The Milestones and Sub-Milestones identified above align with the Deliverables Matrix provided at Attachment DEL, and are to be delivered sequentially, in the order presented. Upon completion of the tasks associated with each Milestone or Sub-Milestone, TLMA will sign-off on that Milestone or Sub-Milestone according to the process set forth at Attachment ACC, which sign-off shall constitute TLMA's authorization for Tyler to (i) invoice the associated payment amount; and (ii) proceed to the next Milestone or Sub-Milestone. For the avoidance of doubt, the "Sub-Milestones" identified in the payment schedule set forth above are "phases" in the Deliverables Matrix; however, for purposes of this Attachment PRC, they are treated as Milestone events because they trigger a payment obligation by TLMA. In addition, the foregoing provisions regarding sequencing do not apply in any event to Milestone 0 (Laserfiche API Made Available).

3.8.4   Maintenance and Support Services Pricing

Maintenance and Support Services cover all Software modules as identified and as otherwise referenced throughout this Agreement. The payment for Maintenance and Support fees shall commence pursuant to Attachment SLA. Subsequent annual Maintenance and Support Services fees will be due on the anniversary of such date and pursuant to Attachment SLA, in the amounts set forth below.

Year	Maintenance and Support Services
1*	$259,946
2	$267,744
3	$275,776
4	$284,050
5	$292,571
6	$292,571
7	$292,571
8	$292,571
9	$292,571
10	$292,571
Total	$2,842,942

* Maintenance and Support Services fees commence on the earlier of (i) Milestone 3, Phase 3 (System Acceptance/UAT); or (ii) one (1) year from the commencement of Milestone 1, Phase 1 (Kick-Off Meeting). After Year 10, the parties may negotiate extension or renewal of the, Maintenance and Support Services for an additional 5 year period, including fees associated therewith.

So long as TLMA has timely paid its annual Maintenance and Support Services fees, Tyler shall provide to TLMA, at no additional cost, two (2) passes to the annual Tyler user conference every year for five (5) consecutive years, beginning in the year Maintenance and Support Services fees are first paid. To receive the no-cost passes, TLMA must register for the Tyler user conference during the "early bird" registration period. TLMA will be responsible for all other travel expenses related to user conference attendance.

3.8.5 Optional Products and Services

The software and services identified below are not included within the scope of the Agreement as of the Effective Date. TLMA may purchase such software and services at the rates set forth below through five (5) years from the Effective Date. In the event TLMA opts to purchase any additional software, it must pay all back Maintenance and Support Services fees TLMA would have paid had it purchased the additional software on the Effective Date.

Description	Software /Services Cost	Access	Annual Support / Maintenance	Notes
Tyler Content Manager	$249,100 Extended Free	TLMA Site License	$49,820	Tyler Document management
EnerGov Asset Mgmt Suite (after first 50 users)	$1,599 additional named user	Named user	$599/per named user	Additional named users - EnerGov Public Maintenance Mgmt process
EnerGov Permitting & Land Mgmt Suite	$2,925 additional concurrent user	TLMA Site License	$900/per concurrent user	Additional concurrent users – EnerGov Permitting & Land Mgmt process, including all modules designated as "TLMA Site License" in Section 3.8.2.
EnerGov Licensing & Regulatory Mgmt Suite	$1,821 additional named user	Named user	$599/per named user	Additional named users - EnerGov Licensing Mgmt process
Tyler Cashiering	$255,000 Extended Free	TLMA Site License	$51,000	Tyler Central Cashiering
Tyler Meeting Manager	$110,700 Extended Free	TLMA Site License	$22,140	Tyler Meeting management

In addition, TLMA has the option to purchase Tyler's Disaster Recovery Services. Should TLMA exercise that option, TLMA shall pay the following prices, depending on which Agreement year, measured from the earlier of (i) Milestone 3, Phase 3 (System Acceptance/UAT); or (ii) one (1) year from the commencement of Milestone 1, Phase 1 (Kick-Off Meeting), that TLMA chooses to purchase those services, if ever:

Year	Disaster Recovery
1	$51,859
2	$53,137
3	$54,731
4	$56,373
5	$58,064
6	$58,064
7	$58,064
8	$58,064
9	$58,064
10	$58,064

After Year 10, the parties may negotiate extension or renewal of the Disaster Recovery Services for an additional 5 year period, including fees associated therewith

3.8.6 Fees and Payment Terms

3.8.6.1 Invoices/Acceptance
Tyler invoices related to this Agreement shall be paid by TLMA within sixty (60) days of the date of acceptance, under Attachment ACC, of any Milestone that entitles Tyler to payment pursuant to the schedule set forth above, or within sixty (60) days of the date of the applicable invoice for any payment that is not tied to a Milestone, such as the annual payment for Maintenance and Support Services. Prior to the due date of a payment due under this Agreement, Tyler will deliver an invoice with supporting information directly to TLMA for the associated amount due.

3.8.6.2 Most Favored Pricing Terms
Tyler represents and warrants that the pricing provided to TLMA for the Software and Professional Services provided to TLMA during the term of this Agreement are and shall continue to be equal to or more favorable than the pricing terms presented to any other comparably sized jurisdiction within the State of California as of the Effective Date for the same scope of services included herein. In the event that Tyler offers terms which are more favorable to a comparably sized jurisdiction for the same scope of services included herein, TLMA shall be entitled to a pro-rata credit against future Professional Services equal to the net amount of the difference between what TLMA was charged and the more favorable terms offered in the marketplace.

3.8.6.3 Payment of Change Requests

Payment for change requests by TLMA will be based upon invoicing and pricing terms described in this Attachment and Attachment CHG. All change request invoices must include a breakdown of each line item composing the cost of the change request. The amount subject to any change order will be paid in connection with the applicable Milestone payment unless otherwise agreed between Tyler and TLMA.

3.8.6.4 Taxes

Tyler must pay all applicable Tyler taxes, including, but not limited to, any taxes based upon Tyler's income, employer obligations, or property.

3.8.7 Fixed Price Contract/No Hourly Limits

Tyler shall not be entitled to any adjustment to the fixed prices set forth herein unless TLMA has agreed in writing to an adjustment pursuant to the change control process set forth in Attachment CHG. The allocation of the fixed price that is due upon the completion of each Milestone as set forth above has been negotiated by Tyler and TLMA for payment purposes only, and is not intended to reflect the actual number of hours spent by Tyler as of such Milestone. The only circumstance in which Tyler will be compensated on the basis of hours actually spent will be in the event of a termination as provided in Attachment TRM.

The fixed-price amounts include Tyler's absorption of the $24,000 in professional fees of ECS as a sub-contractor of Tyler to provide the Laserfiche integration, as further described in Attachment LSF. Only in the event of County requesting Laserfiche services from Tyler and/or ECS beyond the scope set forth in Attachment LSF will County be responsible for any costs over those $24,000 in ECS-quoted fees.

3.8.8 Rates for Professional Services

The Tyler compensation rate associated with providing Professional Services on a time and materials basis pursuant to the terms of this Agreement shall be the then-current rate schedule for Tyler, provided, however, that in no event shall any rates for Professional Services exceed the following limits for a period of five (5) years after the Effective Date of this Agreement:

Professional Service	Rate per hour
Implementation Consultant / Project Management / Training / Report Development	$175.00
Data Conversion / Integration Services	$225.00
Software Development	$250.00

3.8.9 Estimated Travel

Tyler has budgeted a total of ninety-two (92) trips of up to one (1) business week associated with the delivery of Professional Services, for a total estimated travel cost of $165,600 ($1,800 per trip). Those costs will be incurred according to the terms of Attachment TRV. In the event Tyler's estimated costs exceed this travel estimate, and/or additional trips are requested and approved, Tyler shall incur those costs according to the terms of Attachment CHG and Attachment TRV, as applicable.

END OF ATTACHMENT PRC

3.9 Attachment SOW- Statement of Work

3.9.1 Overview

The Statement of Work identifies the obligations of Tyler and TLMA associated with the implementation of the Land Management System.

The requirements stated in this Attachment SOW are not intended to relieve Tyler of requirements stated elsewhere in this Agreement, which terms and conditions govern this SOW.

3.9.2 TLMA and Tyler Resources Information

To facilitate the constant progress of the implementation of the Land Management System, access to and interaction with the necessary individuals is essential. The following contact information is to be provided to the TLMA Project Administrator by TLMA and Tyler:

- Project Leads Contact information
- Emergency Contact information
- Other contact information as required

3.9.3 Background/Objectives

The TLMA is replacing its existing systems with the Software to support all existing TLMA functions and business processes across multiple TLMA office locations in the County.

3.9.4 Assumptions

3.9.4.1 *Hardware Procurement*

TLMA will be responsible for the procurement of all Hardware required for the LMS Project as defined in Appendix H1 - Hardware Configuration Details Worksheet.

3.9.4.2 *TLMA Resources*

TLMA will be responsible for the availability, scheduling, quality and timeliness of work that is performed by TLMA staff and resources.

3.9.4.3 *Project Meetings*

When necessary, both TLMA's and Tyler's designated employees will be accessible in a timely fashion for meetings with the other parties' project team members for all project meetings.

3.9.4.4 *Functional Requirements*

All of the Functional Requirements will be satisfied by Tyler's current integrated solution.

3.9.4.5 *Software*

Tyler's suite of products that make up the Software includes the following modules:

- EnerGov 9 Permitting & Land Mgmt Suite
- EnerGov 9 Licensing & Regulatory Mgmt Suite
- EnerGov 9 Asset Mgmt Suite
- EnerGov eReviews
- EnerGov GIS

- Intelligent Automation Agent, Social IO and OData Service
- EnerGov VirtualPay
- EnerGov Citizen Access ePortal – PLM
- EnerGov Citizen Access ePortal – LRM
- EnerGov Decision Engine
- EnerGov MyGovPay
- EnerGov IVR
- iG Workforce Mobile
- Tyler Content Manager (optional)
- Tyler Cashiering (optional)
- Tyler Meeting Manager (optional)
- EnerGov Document Management API (also referred to as the Laserfiche API)

3.9.5 Location of Work

This section defines work locations for Tyler to carry out the Professional Services.

3.9.5.1 *Tyler Work at TLMA Offices*

Where Tyler has allocated resources for onsite project work, that work shall be performed at any one or more of the following TLMA office locations:

Primary Work Locations:

Project Management Activities, Meetings, Installation, Rollouts, etc.

- TLMA
  4080 Lemon Street
  Riverside, CA 92501

- Riverside County Innovation Center
  3450 14th Street
  Riverside, CA 92501

Other Work Locations (subject to change):

Installation, Rollouts, etc.

- Trans Annex
  3525 14 Street
  Riverside, CA 92501

- Palm Desert Assistance Center
  77588 El Duna Court
  Palm Desert, CA 92211

- Washington Yard
  (Highway Ops, Material Lab, and Construction Inspection)

2950 Washing Street
Riverside, CA 92504

- Code Enforcement – District 1
7650 Cajalco Road
Perris, CA 92570

- Code Enforcement – District 3
37600 Sky Canyon Drive, Suite G, #507
Murrieta, CA 92563

- Code Enforcement – District 5
581 S. Grand Avenue
San Jacinto, CA 92582

- Fire Department
2300 Market Street, Suite 150
Riverside, CA 92501

- Road Yards (various locations)

The list set forth above describes existing TLMA offices. TLMA may add, close or relocate any TLMA office and will notify Tyler of these changes in advance.

3.9.5.2 *Tyler Work at Tyler Offices*
All work not allocated for onsite deployment shall be performed by Tyler at its discretion at a Tyler office location.

3.9.5.3 *Compliance with County Regulations*
While present at TLMA offices, all Tyler personnel or contractors shall abide by all TLMA rules and regulations applicable to visitors at TLMA offices and shall comply with the reasonable requests of TLMA safety or security personnel.

3.9.6   Scope of Services
Tyler shall deliver the Professional Services identified, and according to the milestones, in Attachment DEL.

3.9.6.1 *Business Transaction Documentation*
Consistent with the milestones set forth in Attachment DEL, Tyler will provide a business case transaction design document for **70** TLMA business case transactions in the Permitting and Land Management, Licensing and Regulatory and Asset Management Suites, as identified in Attachment PRC.

The following will be translated and documented into a design definition on a per business case transaction basis:

- The to-be configured business process steps & actions (including output actions)

- Automation logic (IO logic, etc.)

- Fee assessment / configuration definition

- Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design.

County will review and sign off on each configuration transaction document. The design document will be considered delivered upon signoff. The County will be allowed to review the document for one change and update iteration before signoff, except as otherwise agreed to by the parties. The County will not withhold signoff of design documents for an unreasonable amount of time.

3.9.6.2 *Geo-Rules Specifications*
Consistent with the milestones set forth in Attachment DEL, Tyler will provide a specifications design document for **30** geo-rules for the Permitting and Land Management, Licensing and Regulatory and Asset Management Suites, as identified in Attachment PRC.

3.9.6.3 *Core System Components*

Consistent with the milestones set forth in Attachment DEL, Tyler will provide specifications design documentation for Core System Components.

3.9.6.4 *Report/Output Document Specifications*

Consistent with the milestones set forth in Attachment DEL, Tyler will provide specification design documents for 150 TLMA required custom reports and output documents for the Permitting and Land Management, Licensing and Regulatory and Asset Management Suites, as identified in Attachment PRC.

3.9.6.5 *Integrations*

According to the milestones set forth in Attachment DEL, Tyler will design, develop, document, configure and implement, directly or through ECS, the integrations set forth below.

System	Name	Description	Type
Laserfiche	ECS Interface	As set forth in Attachment LSF.	Application connectivity

PeopleSoft	New Project/Customer interface – RVPCI051_IN1	Planning and Permitting activities created in LMS are exported to a delimited file which is transferred to PeopleSoft via ftp and processed into the PeopleSoft system. Interface results notifications are also posted to the PeopleSoft Report Distribution web site.	Outbound File Drop
PeopleSoft	Project/Customer Updates interface – RVPCI052_IN1	Updates to Planning and Permitting activity detail in LMS are exported to a delimited file which is transferred to OASIS via ftp and processed into the OASIS system. Interface results notifications are also posted to the OASIS Report Distribution web site.	Outbound File Drop
PeopleSoft	Deposit Based Fees (DBF) Receipts interface - RVARI071_IN1	Payments and Voided payments, calculated Geographic Information System (GIS) surcharges, and DBF Fee Administration (DBF Admin) surcharges are exported to a delimited file which is transferred to OASIS via ftp and processed into the OASIS system. Interface results notifications are also posted to the OASIS Report Distribution web site.	Outbound File Drop
PeopleSoft	New Project/Customer interface errors listing - RVPCI051_OU1	OASIS Planning and Permitting activities import error listing is transferred to the LMS-'Permits' system via ftp. The file is then processed for email notification on the LMS side. Interface results notifications are also posted to the OASIS Report Distribution web site.	Inbound File Drop
PeopleSoft	Project/Customer Updates interface errors listing - RVPCI052_OU1	OASIS Planning and Permitting activities update error listing is transferred to the LMS-'Permits' system via ftp. The file is then processed for email notification on the LMS side. Interface results notifications are also posted to the OASIS Report Distribution web site.	Inbound File Drop
PeopleSoft	Deposit Based Fees Receipts interface errors listing - RVARI071_OU1	DBF Receipts and voids import error listing is transferred to the LMS-'Permits' system via ftp. The file is then processed for email notification on the LMS side. Interface results notifications are also posted to the OASIS Report Distribution web site.	Inbound File Drop
PeopleSoft	DBF Supplemental Deposit Requests - RVARA061_OU1	Request for Supplemental DBF deposits are made through the OASIS system and a letter to the Planning and Permitting Applicant is generated. A delimited data file generated by this interface is transferred to the LMS-'Permits' system via ftp. The file is then processed for email notification on the LMS side. Supplemental Deposit Request letters are also posted to the OASIS Report Distribution web site.	Inbound File Drop

PeopleSoft	DBF Finalization Dunning Notices Singleton listing - RVARI051_OU2	As part of the OASIS DBF Finalization process a letter to the Planning and Permitting Applicant is generated whenever an amount greater than $5.00 is owed to the County. A delimited data file generated by this interface is transferred to the LMS-'Permits' system via ftp. The file is then processed for email notification on the LMS side and a notice is posted in the LMS'Permits' system. DBF Finalization Dunning letters are also posted to the OASIS Report Distribution web site.	Inbound File Drop
PeopleSoft	DBF Finalization Refunds and Writeoffs listing - RVARI054_OU1	As part of the OASIS DBF Finalization process a file is generated which contains pertinent information for each Planning and Permitting activity where the amount owed is less than or equal to $5.00. If the amount is owed to the County it is considered a write-off. If the amount is owed to the Applicant it is considered a write-off credit. Refunds of amounts greater than $5.00 are also included in this interface and the file is transferred to the LMS-'Permits' system via ftp. Write-off information is processed as an email notification and a notice is posted in the LMS'Permits' system. DBF Refunds and Writeoffs letters are also posted to the OASIS Report Distribution web site. Please see DBF Finalization Refunds – caserefunds.dat and setrefunds.dat for more information on DBF Refunds notification.	Inbound File Drop
PeopleSoft	DBF Finalization Dunning Notices Sets listing - RVARI054_OU2	As part of the OASIS DBF Set Finalization process a letter to the DBF Set Applicant is generated whenever an amount greater than $5.00 is owed to the County. A delimited data file generated by this interface is transferred to the LMS-'Permits' system via ftp. The file is then processed for email notification on the LMS side and notices are posted in the LMS'Permits' system on each Set member. DBF Sets Finalization Dunning letters are also posted to the OASIS Report Distribution web site	Inbound File Drop
PeopleSoft	DBF Finalization Refunds – caserefunds.dat and setrefunds.dat	A manual secondary process is used to produce the information necessary for OASIS DBF Refunds notification on the LMS side. TLMA Fee Administration staff save an OASIS generated Microsoft Excel spreadsheet as a delimited text file and manually transfer the file via ftp to the LMS system. The file is automatically detected and processed for email notification and the posting of notices to the respective Planning and Permitting activities on the LMS side.	Inbound File Drop
Elavon		Credit Card Processing	Inbound and Outbound Data only

GIS		ESRI products		Application connectivity
Assessor		Parcel information		Inbound and Outbound File drop
Printing Services		Document Printing		Outbound File Drop
Email		Outlook Exchange		Application connectivity

3.9.6.6 *Data Conversions*

According to the milestones set forth in Attachment DEL, Tyler will provide the data conversions set forth below. Such conversions will be provided according to the terms of Attachment CNV.

Department	Source System	Export File Name	Source	Functional Description
Building & Safety	Plan Check (In-House)	PlanCheck.mdf	SQL Server	Planning Journal Repository to store comments
Building & Safety	Selectron Technologies InspecTrack Mobile 4.5	SQL Server select, bulk export, or delimited, pdf	Microsoft Windows SQL Server	Mobile inspection system for construction inspection and damage assessment.
Fire	DBF		SQL Server 2008 R2 Database	Deposit Based Fee Database
Fire	HAZRED		SQL Server 2008 R2 Database	Hazard Reduction Database
TLMA	Sierra Computer Systems 'PERMITS' (Accela)	Informix or SQL Server select, bulk export, or delimited	HPUX - Informix or Microsoft Windows SQL Server	System for tracking Planning, Development Review, Entitlement, Conditions of Approval, Transportation Engineering, Survey, Construction Permitting and Inspection, Building Safety Records, Development Mitigation Fee Assessment, Code Enforcement, and Cashiering.
Transportation	Road Repair Reports In-house Cyberscience	SQL Server select, bulk export, or delimited	HPUX - Informix or Microsoft Windows SQL Server	System for tracking roadway repair and maintenance details including management reports.
Transportation	Road and Bridge Index	SQL Server select, bulk export, or delimited	Microsoft Windows SQL Server	System for tracking detained information relative to Bridge and Roadway Segments that are a part of the County Maintained Road and Bridge System

Transportation	Traffic Control Device Inventory	TRAFFICDB. mdb	Access Database	Roadway signs and markings per Manual of Uniform Traffic Control Devices (MUTCD)
Transportation	Traffic Counts	TRAFFICDB. mdb	Access Database also used to publish a summary report to the County Website	Traffic Counts on roadways for traffic studies
Transportation	Transportation and Encroachment Permits - In-House Visual C#	SQL Server select, bulk export, or delimited	Microsoft Windows SQL Server	System for tracking and issuing and inspecting over-the-road and right-of-way encroachment permits
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Cases Table - 30 Fields
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Property Table - 8 Fields
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Owner Table - 6 Fields
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Actions Table - 6 Fields
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Fees Table - 5 Fields
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Violations Table - 8 Fields
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Vehicles Table - 8 Fields
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Additional Addresses - 8 Fields
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Attachments - 3 Fields

3.9.6.7 *Testing*

According to the milestones set forth in Attachment DEL, Tyler and TLMA shall be responsible for the testing set forth in the summary table below:

Testing Summary

Test Type	Description	Responsible	Section 3.9.6.6 Data Source	Test Exit Criteria	Comments
Unit Test	Verify individual programs work as set forth in "Existing Core Product" responses in Attachment REQ	Tyler	Converted TLMA data for testing	Unit successfully passes the test without Defects All results are documented	Tyler to provide unit testing results to TLMA for review and approval, and to identify any corrective actions
System Testing	Verify and test system as a whole meets "Existing Core Product" functionality set forth in Attachment REQ	Tyler	Converted TLMA data for testing	Successful completion of all system test scripts Results are documented Audit logs reflect system testing activity and no Defects are identified	Tyler to provide system testing results to TLMA for review and approval, and to identify any corrective actions
Conversion Testing	Verification that existing and /or retiring system data identified in Section 3.9.6.6. is accurately extracted, transformed and loaded into the new application databases as set forth in Attachment CNV	TLMA / Tyler	Existing or retiring data from systems	Each extraction is accurate and complete Each transformation is accurate and complete Each load is accurate and complete Conversions can be repeated with the same results multiple times Audits of the converted data reflect a mutually agreed upon accuracy rate Metrics are logged Audit logs reflect conversion activity and no Defects exist No Defects are deemed critical by TLMA, in its reasonable discretion	Tyler and TLMA to perform multiple iterations of the extracts, transformations and loads, and to identify any corrective actions
Integration Testing of integrations identified in 3.9.6.5	Verify that a module or group of interfacing modules operate as set forth in "Existing Core Product" responses in Attachment REQ	Tyler/TLMA	Converted TLMA data for testing	Each component successfully passes testing criteria Results are documented Metrics are logged Audit logs reflect integration activity and no Defects are identified	Tyler to provide integration testing results to TLMA for review and approval, and to identify any corrective actions
Performance / Load / Stress Testing	Verify system responsiveness, reliability and stability under	Tyler and TLMA will cooperate in performing all performance testing	High volume of converted TLMA data for testing Manually entered	Successfully passes all performance tests without Defects Results are documented	Tyler to provide performance testing results to TLMA for review

	normal workload and during peak volumes Performance Tune systems as needed to ensure optimum performance	TLMA will resolve network related issues and unavailable system resources (e.g. database, disk, CPU, etc.)	data	Metrics are logged Audit logs reflect system testing activity and no Defects are identified No Defects are deemed as critical by TLMA, in its reasonable discretion	and approval, and to identify any corrective actions
User Acceptance Testing (UAT)	Verify that the system meets user needs and requirements set forth in "Existing Core Product" responses set forth in Attachment REQ.	TLMA	Converted TLMA data for testing	All development has been tested and moved to this environment UAT Testing is performed in a mirror of the production environment using current converted data All use cases and detailed test scripts are executed with a pass status Results are documented Metrics are logged No Defects are deemed as critical by TLMA, in its reasonable discretion.	Tyler to respond to any documented Defects with a remediation plan and deliverable date prior to go live
Mobile Device Testing	Verify that the mobile device is operating as set forth "Existing Core Product" responses in Attachment REQ	TLMA	Converted TLMA data	Successful completion of all identified test scripts	Tyler to provide performance test results for TLMA review and approval, and identify any corrective actions.

TLMA shall have the right to review and approve all test results provided by Tyler, whether or not Tyler is designated as being solely responsible for that phase of testing, and to conduct any of its own tests that TLMA deems appropriate prior to satisfaction of the Test Exit Criteria, identified in the table above, for each phase of testing. TLMA agrees that it shall exercise its rights in good faith and in a manner that does not unreasonably delay the project schedule. Acceptance of test results by TLMA during each phase of the project shall not waive or relieve Tyler from its Software warranty obligations.

3.9.6.7.1 Performance Testing
During Hypercare, in order to gauge true performance of the Integrated System, performance testing will be conducted on high volume converted data. Key test parameters will include:

Network Performance
Tyler and TLMA will jointly work together to perform the following:

- Bandwidth
- Utilization
- Interface statistics, hosts and network devices
- Host, application server and client (e.g. desktop) interface statistics
- Packets/second, bytes/second

- Round-trip performance and latency
- Availability
- Network errors, link quality
- Network device logs, configuration files
- Routing, switching implementation

System Performance

- CPU Utilization, run queues
- Paging, swapping
- Context switching, system calls, interrupts
- I/O and caching
- Physical / Virtual memory utilization and management
- User configuration
- Processes and applications

Database Optimization

Tyler will assist TLMA with optimizing the database by testing for the following:
- Response Time
- Maximum user load
- Business-related metrics

3.9.6.7.2 User Acceptance Testing Process

User Acceptance Testing (UAT) is a Software testing process where monitored business users execute predefined test scripts to determine whether the transactions, rules, and reports/outputs identified in Sections 3.9.6.1, 3.9.6.2, and 3.9.6.4 meet all their business requirements and will support the business for which it was designed and are "production ready." User acceptance testing is a testing phase that is completed independently from Software development activities, design verification activities or system testing activities.

TLMA will develop comprehensive detailed test scripts, and Tyler will assist in that process as it impacts the 70 business transaction documents, 30 geo-rules, and 150 report/output documents within Tyler's scope. When executed, these test scripts will ensure all business processes have been satisfied as defined in those documents and geo-rules. Any Defects will be logged in Sharepoint and Tyler will resolve the Defect. All defective configurations will be retested to verify successful corrective action has been taken and that the Defect has been remediated.

UAT will be executed in business cycle / process order.

3.9.6.8 *Training*

3.9.6.8.1 Overview

Training is an organized activity aimed at bringing a user to an agreed upon standard of proficiency through practice and instruction. TLMA will use a "Train the Trainer" approach supplemented by Tyler resources for support. Training will be conducted using the TLMA data identified in Section 3.9.6.6., on the milestones set forth in Attachment DEL. In addition to

Tyler's canned Online "help", customized TLMA business procedures user guides will be prepared prior to training and distributed to the users during training. Tyler has agreed to perform 40 hours of user guide customization for TLMA.

3.9.6.8.2 General

Tyler will be responsible for providing a detailed Training Plan as part of Milestone 1, Phase 3, as set forth in Attachment DEL. The Training Plan will describe the approach to be used for train-the-trainer and End User training sessions. At a minimum, the plan must include the following:

- Training Schedule
- Training Curriculum
- Materials List
- Training Duration
- Training Format

Tyler will generate all training materials required to execute all training.

3.9.6.8.3 Training Facilities

TLMA will coordinate training facilities for the project. Class size will be limited to 25 participants per session with one staff member. Other equipment as needed may include:

- Projector for the instructor
- White Board
- Flipchart
- Peripherals

3.9.6.8.4 Training Personnel

Tyler training personnel will be full-time Tyler employees who are experienced instructors and Software specialists with industry specific experience and trained on specific Software modules or cross-trained on applications within the Software product family. In addition to their background experience, it is desirable that the trainers be involved in product improvement through quality assurance testing.

3.9.6.8.5 Responsibilities

Both TLMA and Tyler responsibilities are listed in the table below:

Project Training	
Tyler Responsibilities	**TLMA Responsibilities**
Detailed and comprehensive training plan	Review and approval of the detailed training plan
All training materials and documentation including a training database and e-Learning modules with 24/7 access.	Provide training facilities with PCs for each attendee

Provide TLMA Tyler's standard training materials to customize to TLMA business procedures (Tyler to provide 40 total hours of training materials customization).	User guides will be prepared by TLMA prior to the start of end user training.
All functional / system administration training and customized to TLMA user guides for the system administrators (Tyler to provide 40 total hours of training materials customization)	TLMA will identify staff that will attend training sessions based upon their primary responsibilities
All operational maintenance training and customized to TLMA user guides for TLMA operations / maintenance personnel (Tyler to provide 40 total hours of training materials customization)	Will provide staff with practice time after training
All database / technical training and documentation required to install and maintain the fully integrated system	Will provide all technical resources necessary for training.
Training and mentoring on the reporting application including ad hoc querying.	TLMA will identify staff that will attend training sessions based upon their primary responsibilities
Training on the installation and maintenance of all peripherals	TLMA will identify staff that will attend training sessions based upon their primary responsibilities
End User training on the operation and cleaning of all peripherals	TLMA will identify staff that will attend training sessions based upon their primary responsibilities
Partner with TLMA to evaluate the knowledge levels and specific training needs of TLMA staff	TLMA will identify staff that will attend training sessions based upon their primary responsibilities
Mentor and monitor TLMA trainers	TLMA will identify staff that will attend training sessions based upon their primary responsibilities

3.9.6.8.6   Training Approach

Listed below are the key components of the TLMA training approach that Tyler should consider when completing the detailed training plan.

Training Component	Description
Just in Time Training	• Align content and delivery to audience and user-specific job roles • Focus on critical and essential functionality required for start up • Users will immediately apply what they have learned
E-Learning	• E-learning should be available 24/7
Customized training with TLMA specific documentation and Business Procedure Guides	• Training will be tailored to TLMA specific business processes • Training will be segmented to appropriate audience to focus training only on relevant topics
Use Testing/Staging environment for Training	• The Testing/Staging environment will be used for User Training • This environment will be reasonably configured to match the production environment • Tyler will propose the size/refresh interval for the

	Testing/Staging environment
Super Users	• Super Users are functional subject matter experts that users may approach with questions. • Super Users will be involved in defining the training rollout and will participate in performing training. • Train the trainer sessions will be conducted for Super Users
Training Assessment	• TLMA will need to be able to gauge and assess training progress. • Assessment Reporting will enable the project team to target areas of weakness and engage in additional training.
"Refresher" Training	• TLMA will need to be able to provide additional targeted training to end users based upon user requests or driven by assessment reporting • "Refresher" training may include re-taking a class, additional self-study/e-learning, or 1:1 training
On-Site Support	• Each TLMA office will have a user champion and additional resources will be available locally for users when they begin using the Land Management System • The TLMA helpdesk will provide users with support and responses to systems related questions and problems

3.9.6.8.7   TLMA Project Team Training

To ensure rapid adoption of the Software, the TLMA implementation team will participate in the following training exercises early in the project planning and all project implementation phases:

TLMA Project Team Group	Training Formats
Project Management Team	• Project Kick-off • COTS and Deliverables /Configuration Review • Instructor Led Team Training • Self-Study / E-Learning
Super Users	• COTS and Deliverables /Configuration Review • Instructor Led Team Training • Train the Trainer Sessions • Self-Study / E-learning
TLMA Technical Team	• Project Kick-off • Instructor Led Team Training • Self-Study / E-Learning
TLMA Change / Communications Team	• Project Kick-off • COTS and Deliverables /Configuration Review • Instructor Led Team Training • Train the Trainer Sessions • Self-Study / E-Learning

3.9.6.8.8 End User Training

End User training will consist of a combination of Online e-learning and classroom training sessions. Customized TLMA business procedure user guides, as scoped above, will be prepared prior to training and distributed to the users during training.

Listed below are the TLMA sections and corresponding functional areas that shall be included in the training plan. User counts subject to change:

Business Users		
Section	User Count	Notes
Administration		
Accounting, Financial and Clerical Support	26	
Building and Safety		
Plan Check, Inspections, Business Registration, and Administration	35	
Code Enforcement		
Administration and Investigations	76	
Consolidated Counter Services		
Application Intake and Public Information	14	
Fire		
Administration, Permit Processing, Plan Check and Inspections	49	
Planning		
Administration, Entitlement Processing and Public Hearings	22	
Survey		
Administration and Map Check	30	
Transportation		
Administration, Improvement Plans, Traffic Studies and Asset Management	80	

3.9.6.9 *Hypercare*

3.9.6.9.1 General

Hypercare is defined as an escalated level of on-site Professional Services provided to the TLMA by Tyler beginning with and following Go-Live and lasting for 3 months. In addition, Tyler will provide remote technical resources for production transition throughout the 3 months of Hypercare.

3.9.6.9.2 Hypercare Phases of Service

Phase I occurs during the first 30 days following Go-Live; it is intensive onsite support provided by Tyler consultants and trainers at TLMA's multiple office locations during business or production hours as identified by TLMA. The purpose of this level of support is to provide immediate, face-to-face interactions between Tyler resources and TLMA end-users of all levels when questions or Issues arise. Response time should be immediate or near-immediate as the resources are available onsite. The number of Tyler resources is set forth at Attachment DEL.

Consistent with Attachment DEL, Phase II occurs during the second 30 days following Go-Live, where Tyler will provide one or more onsite resources at the CAC to provide face-to-face support at the CAC as described in Phase I. Tyler will also provide remote support as defined in Attachment SLA - Maintenance and Support.

Consistent with Attachment DEL, Phase III occurs during the third 30 day period following Go-Live, where Tyler will provide a resource onsite at the CAC or other offices as defined for two of the four weeks, as selected by TLMA, of Phase III during business hours. Primary support will be provided remotely as defined in Attachment SLA – Maintenance and Support.

Resources provided on-site by Tyler will be Tyler's trainers.

3.9.6.10   *Maintenance and Support Services*

Tyler will provide ongoing maintenance and support services on the terms set forth in Attachment SLA.

3.9.6.11.   *Laserfiche*

Tyler will provide a document management API for Laserfiche, as set forth in Attachment LSF. Tyler will further provide an application integration for Laserfiche through its sub-contractor, ECS, as set forth in Attachment LSF.

3.9.7 Policies

3.9.7.1 *County Information Security Program*

It is the policy of the County to protect County information in accordance with all applicable laws, governmental regulations and accepted best practices to minimize information security risk and ensure the right information is available to the right people at the right time. To achieve this goal, the County Board of Supervisors authorizes the County Information Security Officer (CISO) to develop and maintain the County Information Security Program and requires all

County departments to comply. Tyler is also required to comply with the County Information Security Program.

The following information shall be provided by the County and Tyler shall comply with the County Information Security Program:

- County Board of Supervisors Information Security Policy A-58 (Attachment A58)
- County Information Security Program Framework. The Program Framework defines the program's Vision, Mission, and Roles & Responsibilities
- County Information Security Risk Management Methodology. The Information Security Risk Management Methodology defines the processes for assessing, accepting, and mitigating information security risk.
- County Information Security Standards. The Information Security Standards define the specific controls and processes required to mitigate information security risks.
- County Information Security Specifications
- County Information Security Office forms
- If an on premise solution is leveraged, a web-facing server/appliance must reside within the County's DMZ to process all interactions with external. No direct or proxy connections directly to the County's internal networks are allowed from endpoints on untrusted networks.
- Mobile device users must authenticate just as normal endpoints would.
- All mobile device authenticated communications must be encrypted with, at a minimum, Secure Sockets Layer (SSL) or Transport Layer Security (TLS) with a bit length of 2048 bits or higher.

3.9.7.2 *Retention and Archiving Policies*
The Software database must allow for flexible retention policies and archiving for database transactions as documented in and required by County Policy A-43 (*Attachment A43*).

3.9.7.3 Trusted Systems
In July 2012, the State of California adopted uniform statewide standards for use in recording, storing, and reproducing permanent and non-permanent documents or records in electronic media, as embodied in Board Policy A-68 (*Attachment A68*).

TLMA has determined that it will utilize the Laserfiche system already owned and currently in operation at TLMA as the final repository for permanent and non-permanent official record images.

TLMA must ensure that Laserfiche is a Trusted System for managing the records generated by the Land Management System as defined in section 5.3.3 of AIIM ARP1.

All record modifications or changes must be captured by the Trusted System and logged. The log must include the following key data elements each time a change occurs:

- Who – what authorized user initiated the change
- What – what was changed
- Why – the reason for the change (when change occurs after the proof date)

- Where – the location of the user making the change, the workstation ID where the change was made, and the peripheral ID where the change was made (e.g. the scanner, etc.)
- When – time and date of the change

TLMA will require that all images be stored in both Single Page Monochrome Group IV TIFF and PDF/A format. Tyler agrees to support TLMA in the conversion of all TIFF images to PDF/A, to the extent addressed in Section 3.9.6.6 and Attachment CNV. Furthermore, Tyler will modify the Integrated System to support the use of PDF/A. The agreed-upon scope and cost will be defined at a future date, and will be outside the scope of this Agreement.

In order to continue to retain Trusted System status, regular system audits must be performed by an independent qualified agent. Tyler will support TLMA to prepare for and coordinate these ongoing audits.

TLMA will ensure that each Permanent and Non-Permanent Record will go through a documented and auditable workflow process. During the workflow process, each step in the process will be documented. Once all required workflow process steps have been completed in the Integrated System and the record becomes an Official Record, the image will be released to the Laserfiche repository. Once an Official Record image has been written to the Laserfiche repository, versioning is required within the Laserfiche repository for any modifications or changes to the Official Record image. These modifications / changes are called 'change after proofs' (CAPs) and can only be performed by specific authorized users. The Integrated System will access the Official Record image in the Laserfiche repository where version control ensures Trusted System status for the record. The Official Record image will be stored in the Laserfiche repository as defined in TLMA's retention policy.

Tyler will correct any deficiencies and / or implement into the COTS version of the LMS Software any recommended improvements of audit findings, where applicable, within a reasonable and mutually agreed upon timeframe with TLMA.

TLMA will certify that the Laserfiche repository is in compliance with the applicable technological standards of Section F of County Policy A-68 (*Attachment A68*), noting all agreed upon exceptions.

TLMA does not currently require that the Software archives of document or financial data. Should archiving of document or financial data be required in the future, Tyler will provide TLMA with an archiving strategy document and all other Change Request documentation required under Attachment CHG at least ninety (90) days in advance of the contemplated implementation of the archiving process. If the Change Request is approved, Tyler will maintain and update the archiving strategy document and provide updates to TLMA ninety (90) days in advance of implementing changes or updates.

3.9.8 Project Management

As set in Attachments DEL and PMP, Tyler and TLMA will jointly manage the overall project via a mutually agreed upon methodology. Additional information related to project management is set forth in Attachment PMP.

3.9.9 Timeframe

A general project schedule is defined as part of Attachment SCH. This schedule should be used as a guide to define the detailed project management plan in the planning phase of the project. When the project management plan has been approved, Attachment SCH will be updated with the final agreed upon schedule, currently intended to be completed within 18 months from project kickoff.

3.9.10 Infrastructure

3.9.10.1 Riverside County Data Center

TLMA intends to use one data center, which TLMA is responsible for maintaining.

3.9.10.2 Infrastructure Information

The final system design relies heavily on TLMA's existing network infrastructure. Careful analysis and attention will be required by TLMA and Tyler to finalize infrastructure requirements.

The information supplied by TLMA includes the following:

- TLMA network design diagram depicting user locations and line speeds (Appendix I)

The information to be supplied by Tyler includes the following:

- Minimum network bandwidth necessary for meeting system performance and scaling requirements
- Minimum workstation and server configuration necessary for meeting system performance and scaling requirements

3.9.10.3 Microsoft SQL and Database Size

TLMA will install Microsoft SQL Database Servers and Tyler will configure the Microsoft SQL Database Servers and provide consultations on creating and maintaining a backup strategy in accordance with the milestones set forth in Attachment DEL.

3.9.10.4 Actual Configuration-Hardware

Tyler shall provide recommendations for all Hardware and the corresponding configuration parameters needed for this implementation on the *Appendix H1 Hardware Configuration Worksheets*. These worksheets are included in this Agreement and must be added to the TAD deliverable in Milestone1, Phase 4 of the Attachment DEL.

3.9.10.5   Actual Configuration-Software

Tyler shall list all Software applications (including third party applications and integrations) and the configuration parameters needed for this implementation on the *Appendix H2 Software Configuration Details Worksheets*. These worksheets shall be included in this Agreement. and added to the TAD deliverable in Milestone 1, Phase 4 of the Attachment DEL.

3.9.10.6   Actual Configuration-Peripherals

Tyler shall review each peripheral and the configuration parameters needed for this implementation on the *Appendix H3 Peripheral Configuration Details Worksheets*. These worksheets are included in this Agreement and must be added to the TAD deliverable in Milestone 1, Phase 4 of the Attachment DEL.

3.9.10.7   Configuration Parameters and Settings

Tyler shall list each parameter and the corresponding settings needed for this implementation on the *Appendix H4 Configuration Parameters and Settings Worksheets*. These worksheets shall be included in this Agreement and added to the System Administrators Guide deliverable with the Software in Milestone 1, Phase 4 of the Attachment DEL.

3.9.11 Documentation

Over the course of the milestones set forth in Attachment DEL, the following Documentation will be provided by Tyler and TLMA.

3.9.11.1   Tyler-provided Documentation

Over the course of the staged implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Tyler will provide its Documentation electronically. Draft Documentation that is being customized as in-scope will be submitted to TLMA for review and comment.

Tyler Documentation is:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- Training Documentation, as set forth above
- Release Notes
- User Help Files
- System Admin Manuals
- Hardware Specifications
- Installation Guides
- Peripherals Installation Guides (for Tyler-provided hardware)
- Laserfiche API documentation

Tyler will provide drafts of the Technical Architecture Design Documentation, which must describe the following:

- Hardware Environment
- Operating System Environment
- Network Environment
- Security (Security, Authentication & Confidentiality)
- Architecture Strategy
- Capacity Planning
- Performance Documentation

TLMA will manage the TAD Documentation on a going-forward basis.

3.9.11.2   TLMA-provided Documentation

A definitive list of TLMA-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project.   Certainly, the TLMA's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project

Documentation originated by the TLMA will include:

- With the exception of the Laserfiche API that Tyler is providing, Application Programming Interface documents (API's) for any third-party software system to which Software will interface and exchange data
- Import data documentation and in a format suitable for import into the Software
- Workflow documentation on TLMA's current state / future state business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee schedules
- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the Software

3.9.12.   *System Environment*

3.9.12.1   Responsibilities

Tyler Responsibilities	TLMA Responsibilities
Tyler shall provide brand neutral Hardware specifications, Software and network configuration, and any associated details	TLMA procures the equipment, Software and services
Tyler installs and configures all Software included in the Licensing Agreement of this contract and provides mentoring to the TLMA Technical Team	TLMA installs and configures the Hardware and Operating System

Tyler provides technical advisory support for the environments.	N/A

3.9.12.2 Environments

TLMA will provide the following environments, which will be provided and deployed according to the milestones set forth in Attachment DEL.

Development	Test / Staging	Production
Used throughout the project for Software gap development and unit testing	Used in all phases to perform testing and manage deployment of the system	Used at Go Live.
Complete environment must be installed after the Configuration and Build Specification phases of Attachment DEI.	Must be installed as part of the Configuration phase of Attachment DEL	Installed and configured in parallel with the Test/Staging environment, and updated with current configuration and code prior to Go Live.
Must be refreshed as needed for Defect fixes and global Tyler updates	Provides the formal testing environment for the majority of test types	IT Operational Maintenance and Support begins as set forth in Attachment SLA
Installation must include peripherals	Reporting testing will be conducted in this environment	Functional rollout begins in Milestone 3 of Attachment DEL and continues from that point forward

END OF ATTACHMENT SOW

3.10 Attachment CNV- Conversion

3.10.1 Software Conversion Specification

Tyler will provide a detailed conversion plan to support the implementation and deployment of the Land Management System, consistent with the in-scope conversions set forth in Section 3.9.6.6 of Attachment SOW. The plan must provide Tyler's approach to conversion; address the conversion methodology, strategies for testing, verification, validation, security and contingencies as defined in this attachment.

Tyler will:

- Provide mapping documentation of TLMA's existing data fields to the new system;

- Provide TLMA with an Entity Relationship Diagram (ERD) and a Data Dictionary defining the relationships of tables within the implemented applications' databases;

- Load converted data into the Software; and

- Verify the converted data and images.

TLMA will complete any data cleansing and transformation to the formats required within the Integrated System. Tyler will complete verification of any extracted, in-scope data.

3.10.1.1   Providing Data

TLMA will provide document data (including images) to Tyler in a format as defined by Tyler. The following are sources of data to be provided to Tyler by TLMA:

Department	Source System	Export File Name	Source Platform (SQL Server, Access, Excel, other)	Functional Description	Table Count (for database)	Record Count (for text file)	Comments
Building & Safety	Plan Check (In-House)	PlanCheck.mdf	SQL Server	Planning Journal Repository to store comments	6		
Building & Safety	Selectron Technologies InspecTrack Mobile 4.5	SQL Server select, bulk export, or delimited, pdf	Microsoft Windows SQL Server	Mobile inspection system for construction inspection and damage assessment.	5	15,000	PDF Files
Fire	DBF		SQL Server 2008 R2 Database	Deposit Based Fee Database	48		
Fire	HAZRED		SQL Server 2008 R2 Database	Hazard Reduction Database	27		

TLMA	Sierra Computer Systems 'PERMITS' (Accela)	Informix or SQL Server select, bulk export, or delimited	HPUX - Informix or Microsoft Windows SQL Server	System for tracking Planning, Development Review, Entitlement, Conditions of Approval, Transportation Engineering, Survey, Construction Permitting and Inspection, Building Safety Records, Development Mitigation Fee Assessment, Code Enforcement, and Cashiering.	111	80,520,000	40 GB size
Transportation	Road Repair Reports In-house Cyberscience	SQL Server select, bulk export, or delimited	HPUX - Informix or Microsoft Windows SQL Server	System for tracking roadway repair and maintenance details including management reports.	12	102,918	
Transportation	Road and Bridge Index	SQL Server select, bulk export, or delimited	Microsoft Windows SQL Server	System for tracking detained information relative to Bridge and Roadway Segments that are a part of the County Maintained Road and Bridge System	7	17,949	
Transportation	Traffic Control Device Inventory	TRAFFICDB.md b	Access Database	Roadway signs and markings per Manual of Uniform Traffic Control Devices (MUTCD)	10	221,511	
Transportation	Traffic Counts	TRAFFICDB.md b	Access Database also used to publish a summary report to the County Website	Traffic Counts on roadways for traffic studies	3	21,002	
Transportation	Transportation and Encroachment Permits - In-House Visual C#	SQL Server select, bulk export, or delimited	Microsoft Windows SQL Server	System for tracking and issuing and inspecting over-the-road and right-of-way encroachment permits	18	250,000	
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Cases Table - 30 Fields	1	112,478	
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Property Table - 8 Fields	1	112,478	

Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Owner Table - 6 Fields	1	112,478	
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Actions Table - 6 Fields	1	854,644	
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Fees Table - 5 Fields	1	1,081,425	
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Violations Table - 8 Fields	1	60,926	
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Vehicles Table - 8 Fields	1	36,315	
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Additional Addresses - 8 Fields	1	336,145	
Code Enforcement	Government Outreach	XML Driven	SQL Server Back-Up	Attachments - 3 Fields	0	277,433 (204GB)	

3.10.1.2   Conversion Process
Tyler will run up to four conversions into one environment:

- Initial bulk conversion out of each source of data. All of the sources of data/images will be delivered at one time as part of the bulk conversion.
- Reconversion to fix any reported issues from the conversion review period. The review period will include reviewing data/images from all sources.
- Gap conversion done immediately before go live (there could be two gap conversion depending on timeframes as defined in the project plan and the amount of data to be converted/processed between delivery of the Reconversion and Go Live).

The data as defined above in Section 3.10.1.1 will be provided to Tyler on an external hard drive or other mutually agreeable media to allow initial programming to be completed in Tyler offices. When the conversion programs are ready, the conversions will be run on site on TLMA servers (production environment is required to be in place for any phase of the conversion to be run on site).

3.10.1.3   Data Validation
At the beginning of the project, TLMA will fill out Tyler's Conversion Verification Form and provide all requested reports and screen shots for all data being converted in-scope. These

items will later be used by Tyler for data validation. For LMS, Tyler can validate the data directly against current LMS system.

Once the conversion has been run, Tyler will perform data validation.

- Tyler will compare the data against the reports and screenshots previously provided to look for missing data and formatting issues.
- Tyler will run internal tools to check for:
  - Accuracy
  - Omissions
  - Conversion Errors
- Tyler will verify that record counts match the expected number of records from the source data.

Tyler will correct any Issues identified in the data validation before the conversion is delivered to TLMA. A list of invalid data items will be provided to TLMA at the conversion delivery.

At conversion delivery, Tyler will also provide a report with record counts containing minimum and maximum recording dates, minimum and maximum record numbers and images counts.

3.10.1.4   Conversion Review
Once Tyler has completed the data validation process, a Conversion, Integration & Migration Specialist will schedule a conversion delivery meeting with TLMA. This may be done onsite or via a Go To Meeting, per the project plan.

During the conversion delivery meeting:

- The Specialist will explain what validation has been performed and what the results were, providing TLMA all applicable reports and information.
- TLMA will be trained on how to search and how to review the data and images.
- The Specialist will share any specific areas to pay special attention to.

The Specialist will ask TLMA to sign a conversion delivery acknowledgment form at that time, acknowledging delivery of the conversion and the beginning of the review period.

TLMA will also be provided a conversion issues log. Any conversion issues will be logged into the spreadsheet, including specific examples. The spreadsheet will be provided to a group at Tyler (to be determined) at the end of each day. This allows Tyler to begin working on any issues while TLMA continues to review the conversion. TLMA will appoint a point person to review and maintain the spreadsheet, make sure there are examples provided for each issue and remove any duplicate issues prior to sending to Tyler at the end of each day. This would also be the person to notify Tyler when a fix has been verified and can be removed from the issues log.

During the conversion review period, the Specialist will be available to answer any questions TLMA may have.

Once the conversion review period is over, the conversion fixes will be run and the conversion will be officially accepted by signing an acknowledgment form.

<div align="center">END OF ATTACHMENT CNV</div>

3.11 Attachment PMP- Project Management

3.11.1 Overview
Project Management as defined for the LMS Project will ensure the effective flow of the project throughout the life of the project. Key processes in project management include:

- Requirements identification and management
- Issue identification & management
- Balance between competing project constraints

  - Scope
  - Quality
  - Schedule
  - Resources
  - Risk

Tyler Technologies and TLMA will jointly manage the overall project via a mutually agreed upon methodology. Each partner (TLMA & Tyler) will appoint designated Project Manager(s) to lead the efforts for the duration of the project.

3.11.2 Project Approach
The project approach is detailed in Attachment SOW.

3.11.3 Project Management Plan
During the Project Initiation & Planning stage, as defined in Attachment DEL, Tyler will develop a detailed project management plan that encompasses the entire body of work for the project using the agreed upon standard implementation methodology. TLMA will support the development of the project management plan and approve the final Deliverable.

Upon the approval of TLMA, the project management plan shall be committed to in writing by both parties. Tyler will not deviate from the approved project management plan without approval from the TLMA Project Manager.

3.11.4 Project Roles & Responsibilities
Tyler shall refer to Attachment ROL for the project roles and responsibilities.

3.11.5 Requirements Identification and Management
Business needs that support project objectives have been documented in the Functional Requirements and Attachment SOW.

Consistent with Attachment DEL, Tyler and TLMA will conduct a configuration review for TLMA's staff members to perform business tasks in the new Integrated Software and see how their business will function once the system is in place, which include the following:

- Define, detail and document desired end-to-end business processes and workflows
- Identify the impact of changes on the affected sections and individuals
- Identify gaps and areas of change between the Integrated System and the old system

- Identify staff training needs
- Determine overall functionality and identify issues to be resolved prior to Go-Live
- Better understand the strengths and weaknesses of the Software being implemented

Tyler will configure the Software and review the requirements as defined in the Business Process Review ("BPR") to validate the current Software against End-User business processes and requirements identifying gaps in accordance with Attachments DEL and SOW.

3.11.6 Issue Identification and Management

As Issues arise during the course of the project, they will be logged in project SharePoint site. The Issues log assists in monitoring who is responsible for resolving specific Issues by a target date. Issue management ensures that obstacles that can block project success are dealt with and resolved in a timely manner.

Issue overview, concern or need, impact and recommended solution will be reviewed weekly with the TLMA Project Manager. If the Issue owner and the Project Manager are unable to come to consensus, the Project Managers will determine the solution. If the Issue requires a leadership decision, the Project Managers will review the Issue with the project leadership for decision making purposes.

3.11.7 Balancing Project Constraints

The Project Managers will manage all project constraints using the project management plan. In some cases, such as quality, budget, and risk, separate detailed plans will be created to define how each of these groups will be managed.

3.11.8 Project Reporting

The Project Managers will collaborate to develop a weekly and monthly status report for their respective management teams. The report should include project accomplishments, Issues, risks, upcoming tasks and timeline updates.

<center>END OF ATTACHMENT PMP</center>

3.12 Attachment PER- Personnel

3.12.1 Responsibilities and Requirements

During all project phases, Tyler must provide the necessary personnel for the successful completion of the Professional Services and Maintenance and Support Services to be provided under this Agreement, including but not limited to Attachments DEL and SCH. Such personnel will have extensive knowledge and experience through hands-on application with the Software on numerous successful projects and will be highly qualified to ensure the successful implementation of the Software. Tyler shall perform background checks on all personnel assigned to work on this project.

TLMA retains the right to require the removal of any of Tyler's personnel from the project by providing written notice to Tyler. If, in the opinion of TLMA, Tyler's personnel has not performed well or achieved the appropriate professional working relationships with TLMA's project staff, Tyler will have ten (10) business days from the receipt of written notice to resolve the problem to TLMA's satisfaction or to replace the staff person in question.

In the event that any Tyler personnel are reassigned or replaced, Tyler will provide replacement personnel with sufficient training and knowledge required to meet the Professional Services stated in the Agreement with no adverse impact on the project schedule as set forth in Attachment SCH. TLMA will not unreasonably withhold acceptance of any replacement resources.

3.12.2 Proposed Project Manager

Tyler must provide in advance the proposed Project Manager resume for TLMA review and acceptance. TLMA may request to interview any such Project Manager. Only the Project Manager accepted by TLMA may participate in the project. TLMA will have the right to reject any of Tyler's proposed Project Managers.

3.12.3 Changes in Project Manager

TLMA will request a thirty (30) day prior notice to any changes in Project Manager. Resumes of proposed Project Manager replacement candidates for TLMA review and acceptance must be provided at that time.

3.12.4 Subcontracted Personnel

TLMA reserves the right to approve Tyler subcontractors for this project and to require Tyler to replace subcontractors who are found at any time to be unacceptable. Tyler must provide TLMA with proposed subcontracted personnel resumes for review and acceptance prior to an offer of employment on the project. TLMA may request to interview any such personnel. Only accepted subcontracted personnel may participate in this project. TLMA has accepted the use of ECS personnel for work designated on Attachment LSF. TLMA will have the right to reject any of Tyler's proposed subcontracted personnel. The use of subcontracted personnel is not intended to relieve Tyler of obligations stated elsewhere in the Agreement.

<center>END OF ATTACHMENT PER</center>

3.13 Attachment ROL- Roles and Responsibilities

3.13.1 Tyler Project Roles and Responsibilities

Tyler will provide personnel to provide the Professional Services set forth in this Agreement. TLMA will have access to certain project resources, including those fulfilling the following roles and responsibilities mentioned below. The requirements listed are not intended to relieve Tyler of any additional personnel requirements that may be identified and agreed upon by both parties or stated in this Agreement.

Role	Responsibilities
Implementation Manager	• Provide overall project guidance & support in collaboration with TLMA • Set overall project direction in collaboration with TLMA • Secure executive commitment within Tyler Technologies • Ensure executive communication within Tyler Technologies • Point of escalation regarding project support, resources, issues, risks, etc. • Provide leadership to Tyler's Project Team
Project Manager	• Possess the ability to lead complex projects to successful completion; on time and within the agreed upon budget and level of quality • Functions as the primary contact for TLMA on this project • Responsible for communicating project status, Issues and risks to TLMA in a regular and timely basis • Responsible for the overall coordination and execution of the project, including all Deliverables and Milestones (Attachment DEL) • Monitor and control project scope, schedule, resources and quality • Will collaborate with TLMA Project Managers to develop and maintain the project plan and all other required project Documentation • Will manage Issues, schedule, provide time and labor cost estimates, maintain staffing at proper levels, etc. • Responsible for coordinating and communicating all project Deliverables, Milestones, Issues, updates, etc., with TLMA Project Managers throughout the life of the project (Attachment DEL) • Assume daily responsibility for the activities of Tyler Staff and subcontractors • Assist in CCB facilitation and participate as needed to achieve Milestone Acceptance (Attachment ACC) • Works on-site at TLMA's premises for terms agreed upon in this Agreement (Attachment STE)
Project Consultant	• Responsible for planning, developing, implementing and maintaining the Configuration Management Plan for Tyler's integrated system • Configuration Plan will include the setup and definition of all project configurations such as reporting, queues, workflows, fees, accounting parameters, retention policies, business processes, etc. • Configures Software and conducts Solutions Pilot/Configuration Review with TLMA to understand and translate Functional Requirements into

Role	Responsibilities
	configuration specifications • Responsible for planning, configuring and setting up of all Software environments • Will create and maintain all environment configuration Documentation • Will contribute to the creation of the System Administration Manual • Responsible for knowledge transfer and mentoring of TLMA technical team related to system and integration configuration and post stabilization hand-off
Conversion, Integration & Migration Specialist	• Responsible for planning, coordinating and executing all activities related to data conversion and migration • Activities include the extraction, transformation and loading of data into the new integrated system • Responsible for documenting technical specifications for the conversion process including data mapping, format, validation, transformation rules, etc. • Creation and maintenance of detailed conversion test scripts
Software Trainer	• Responsible for developing and maintaining all training plans and training Documentation as outlined in Milestone and Deliverables for all training groups (Attachment DEL) • Responsible for conducting all on-site and online training sessions as outlined in Milestone and Deliverables (Attachment DEL)
ECS	• Will act in a subcontractor capacity to Tyler to provide a document management solution to TLMA that leverages ECS' Laserfiche VAR services. • Provide services in Attachment LSF.

3.13.2 TLMA Project Roles and Responsibilities

TLMA will provide personnel to fulfill the following roles and responsibilities:

Role	Responsibilities
Project Steering Committee	• Provide overall project guidance and support • Set overall project direction • Secure executive commitment • Ensure executive communication • Point of escalation regarding global Issues and risks
Project Sponsor	• Ensure that all TLMA Departmental goals and initiatives are integrated into the project • Communicate LMS project goals and status to all levels of the organization • Ensure resources are available to the project team • Approve project Deliverables • Approve business process changes • Approve business change orders

Role	Responsibilities
	• Make critical decisions regarding scope, schedule and budget
Project Manager(s)	• Responsible for the overall delivery of the project • Ensure cross-functional team coordination • Direct project communications • Maintain project budget and manage financial Issues • Work with County Procurement Officials regarding contracts • Responsible for Vendor management related to financial Issues and the escalation of Issues and conflicts • Communicate and review project status and global Issues with the Steering Committee and Project Sponsor • Communicate Issues and risks to TLMA • Ensure appropriate resources are assigned to the project • Responsible for TLMA Project Manager performance • Acts as point of escalation regarding Issues and risks • Manage Vendor and business expectations • Facilitate awareness of success criteria • Sign off on key Deliverables, status reports, change orders, etc. • Approve technical change orders • Responsible for overall coordination and execution of the project • Works closely with Tyler's Project Manager and Staff throughout the life of the project • Monitors and controls project scope, schedule, TLMA resources and quality • Tracks and reconciles all tasks, Milestones and Deliverables against Agreement and project Deliverables (*Attachment DEL*) • Will collaborate with Tyler Project Manager(s) to develop and maintain the project plan and all other required project Documentation • Manage and communicate project status, Issues, risks and scope impact to TLMA Project Manager and Core Team, as needed • Will support and approve changes to the project plan produced by Tyler • Will secure acceptance of Deliverables and Milestones from the Project Sponsor, TLMA Project Manager and Core Team • Facilitate access to TLMA Technical Team and TLMA business Staff as required • Coordinate and drive all technology and business critical decisions • Facilitates organizational change management • Oversees Issue management process and escalates Issues as appropriate • Represents TLMA interests throughout the course of the project including overall process and system design

Role	Responsibilities
Project Administrator	• Supports Project Managers with project activities and tasks as assigned • Schedules project meetings and manages LMS Calendar • Acts as scribe; recording meeting minutes, actions items, and status updates identified during project meetings • Assists TLMA Project Managers in tracking and reconciling all ongoing and completed Deliverables, Milestones and tasks as called out in this Agreement and related project Documentation • Collects and maintains required project forms and documents from project team • Collects and maintains all required project Documentation for TLMA, including approval signatures, Tyler status reports, etc. • Assists in coordinating and facilitating activities and communication with TLMA's technical and business Staff • Monitors, tracks, and reports status of Acceptance Criteria certification for the project • Monitors, tracks and produces status reporting for project managers regarding the status of all testing phases
Trusted Systems Specialist	• Possesses in-depth knowledge of Trusted Systems • Partners with Trusted Systems committee • Makes key decisions on all Trusted Systems Functional Requirements
Change Control Board	• Consists of TLMA Project Managers, TLMA Project Manager, Project Sponsor and others as needed • Ensure change is implemented in an organized and controlled manner (*Attachment CHG*) • Manages change activity from initial request through implementation • Evaluate initial request for completeness • Evaluate change recommendation for reasonability and value proposition • Evaluate impact (schedule and cost) • Ensure requested change addresses technical and/or business needs • Approve request based upon priority and/or impact • Ensure changes are made in a timely manner • Ensure changes are implemented in sequence • Approve implementation • Ensure coordination and communication with those impacted by change

Role	Responsibilities
System Administrators / Network Administrators	• Possess in-depth knowledge of TLMA's system infrastructure, network and security policies and guidelines • Provide guidelines for Tyler to implement details of the proposed system • Provide access to key applications, systems, and networks, as needed • Support Tyler in the design, installation, configuration and testing of the integrated system • Review and approve Tyler technical design and system recommendation Documentation • Participate in technical and system administration training sessions • Attend and participate in knowledge transfer and mentoring sessions with Tyler's Technical Team for all technical learning sessions

Laserfiche Administrator	• Possess in-depth knowledge of TLMA's Laserfiche environment
	• Provide guidelines for Tyler to implement proposed Laserfiche integration
	• Provide access to Laserfiche, as needed
	• Responsible for supporting Functional Requirements, design, installation, configuration and testing of all Laserfiche products and integrations
	• Review and approve Tyler's technical designs and system recommendation Documentation
	• Participate in technical and system administration training sessions
	• Responsible for administration of Laserfiche Docbases, Repositories, applications and infrastructure components residing in TLMA's environment that support Laserfiche-based applications. This includes:
	   o User account administration
	   o System stability and internal monitoring/scripting
	   o Backup and recovery procedures and testing
	   o Performance testing and tuning
	   o Capacity planning (Hardware)
	   o File system maintenance
	   o Upgrade planning
	   o Disaster Recovery planning & testing
	   o Laserfiche job administration
	   o Supports development: New environment setup; Data replication
	   o Package responsibility: Laserfiche Content server; LDAP integration; Site caching services
	• Participate in knowledge transfers and mentoring sessions with Tyler and Laserfiche, when applicable
	• Ensure Laserfiche Documentation is maintained during and after Go-Live

Role	Responsibilities
Database Administrators (DBA)	- Possess in-depth knowledge of TLMA's database infrastructure and security - Responsible for supporting the design, installation, configuration and testing of required databases - Provide assistance with troubleshooting and resolving database Issues - Review Tyler's database design and system Documentation - Participate in knowledge transfers and mentoring sessions with Tyler Staff, when applicable - Ensure database Documentation is maintained during and after Go-Live
Application Developers	- Responsible for collaborating on the design and configuration of the systems, as needed - Create and unit test requested reports using Microsoft Sequel Server Reporting as defined by TLMA Project Managers - Participate in technical, system administration and business training sessions - Review Tyler's technical Documentation - Participate in knowledge transfers and mentoring sessions with Tyler Staff, when applicable
Help Desk	- Work with Tyler to understand workstation requirements and setup including, but not limited to, Hardware, Software and peripherals - Participate in knowledge transfers and mentoring sessions with Tyler Staff, when applicable - Create internal workstation setup and installation Documentation guide to be used by the TLMA helpdesk - Develop an TLMA Helpdesk troubleshooting guide for use by the TLMA helpdesk once the system has been stabilized and accepted by TLMA - Maintains all peripherals in TLMA sites - Issue weekly and monthly support metrics to the project team during functional rollout and continuing forward
Change Management Team	- Build awareness of the scope, benefits and impact of the Land Management System Software and Support Services - Prepare the organization for the implementation of the new system through a combination of change leadership, learning activities and communication - Ensure timely and consistent communication to all TLMA Staff and affected business units regarding project activities and progress
Subject Matter Experts (SME)	- TLMA Subject Matter Experts familiar with TLMA's Functional Business Requirements, functions, workflow processes and legal obligations - Represents SMEs from all major TLMA business sections and satellite offices - Will participate and support system configuration and design sessions, User Acceptance Testing, training, etc. - Provide specific business process knowledge and Functional Requirements as needed - Gain consensus from their respective business areas

Role	Responsibilities
	• Ensure End-User and/or system Documentation meets business needs • Act as Super-Users for functional area of expertise, if requested • Communicate to Core Team members
Core Team	• Comprised of the TLMA Project Manager, TLMA Project Managers, TLMA Technical Team, Project Administrator, and appropriate SMEs • Participate in Solution Pilot/Configuration Review and ensure all Functional Requirements are clearly understood by Tyler • Provide communication and direction on project tasks to subordinates • Link current and future business processes to system functionality • Document desired future processes • Identify and resolve gaps, considering system functionality and project scope • Conduct User Acceptance Testing • Attend training • Act as change agent in business areas • Act as business area key point of contact during and after implementation • Ensure System Documentation meets business needs • Review and approve Gap and Custom Enhancement development requests for submission to the Change Control Board • Participate in CCB meetings for sponsored change acceptance and approval • Act as trainers as requested • Participate in knowledge transfer and mentoring sessions with Tyler Staff
Trainer	• Deliver Tyler's training agenda and course • Perform training needs analysis • Support and coach students • Maintain appropriate records of student development and attendance • Ensure students receive user manuals and desktop procedure guides
Testers	• Develop test scenarios for the project • Execute Tyler's test scripts during User Acceptance Testing (UAT) • Investigate potential Defects and discuss with Tyler • Log Defects during test execution • Report test results to TLMA Project Managers • Participate in Functional Requirements review sessions
TLMA Technical Team	• Any member or group of members of the TLMA IT Team • Responsibilities are detailed separately within the body of this document

3.13.3 Tyler Support Roles and Responsibilities

Tyler will provide personnel to fulfill the Maintenance and Support Services roles and responsibilities mentioned below. The Functional Requirements listed are not intended to relieve Tyler of any additional personnel requirements that may be identified and agreed upon by both parties or stated in this Agreement

Role	Responsibilities
Tyler's Helpdesk	• Adheres to the agreed upon Service Level Agreement (SLA) based upon priority of the support ticket
Support Manager	• Adheres to the agreed upon Service Level Agreement (SLA) based upon priority of the support ticket •
Account Manager	• Adheres to the agreed upon Service Level Agreement (SLA) based upon priority of the support ticket •

3.13.4 TLMA Support Roles and Responsibilities

TLMA will provide personnel to fulfill the following support roles and responsibilities:

Role	Responsibilities
End User	• Uses the system • Identifies Issues/Defects/bugs in any part of the integrated system • Reports Issue/Defect/bug to TLMA Section Lead • Tests fix and communicates to TLMA Section Lead • Updates desktop Documentation as needed
Section Lead	• Validates the Issue/Defect/bug reported by End-User • Creates an internal TLMA Support ticket and includes priority • Validates Issue/Defect/bug has been corrected • Ensures desktop Documentation is updated
Project Manager(s)	• Attend annual Tyler User conference • Participate in Tyler User groups • Engages with Tyler Product and Support managers to ensure TLMA's initiatives and strategies are included in Tyler's System Roadmap • Facilitate CCB Meetings • Act as point of contact for the business • Complete Gap and Custom Enhancement requests • Escalate support Issues as needed • Performs Vendor Management • Performs business training and mentoring • Acts as Project Manager on newly assigned projects and business initiatives
Support Coordinator	• Receives original ticket and acknowledges receipt • Reviews Issue/Defect/bug • Creates a Tyler Support ticket via email, telephone or using the Tyler Online system • Tracks and follows up on Tyler ticket for status updates • Escalates internally as needed if the Issue is not corrected per SLA • Communicates resolution status to TLMA Section Lead via TLMA Internal

Role	Responsibilities
	Support ticket • Completes CCB request and presents fix to CCB • Communicates with TLMA Technical Team and Tyler to install fix in production environment
System Administrators / Network Administrators	• Possess in-depth knowledge of TLMA's system infrastructure, network and security policies and guidelines • Provide access to key applications, systems, and networks, as needed • Provide End-User access and authentication for all supported systems • Applies Microsoft security and update patches monthly • Supports remote access requests as needed • Provide assistance with troubleshooting and resolving network or system Issues
DBA	• Responsible for configuring required databases • Responsible for supporting the design, installation, configuration and testing of all required databases • Provide assistance with troubleshooting and resolving database Issues
TLMA Helpdesk	• Partner with Tyler to understand workstation requirements and setup • Partners with Business Systems Analysts to resolve open support tickets related to Hardware and peripherals • Maintains user guides for workstation and peripheral setup and installation • Maintains troubleshooting guide for TLMA helpdesk
Laserfiche Administrator	• Partners with Tyler to troubleshoot and resolve Laserfiche Issues • Contacts Laserfiche's value added reseller (VAR) to troubleshoot and resolve Laserfiche Issues as needed • Ensures Tyler is included and updated regarding open Laserfiche support tickets and Issues
Trainer	• Deliver Tyler's training agenda and course • Perform training needs analysis • Support and coach students • Maintain appropriate records of student development and attendance • Ensure students receive user manuals and desktop procedure guides
Tester	• Develop test scenarios for the project • Execute Tyler's test scripts during User Acceptance Testing (UAT) • Investigate potential Defects and discuss with Tyler • Log Defects during test execution • Report test results to TLMA Project Managers • Participate in Functional Business Requirements review sessions

END OF ATTACHMENT ROL

3.14 Attachment RES- TLMA Responsibilities

3.14.1 Office Facilities

TLMA shall provide timely access during regular business hours to its office facilities for Tyler's personnel while at TLMA's site. TLMA's business hours are between 7:00 AM and 5:00 PM Pacific Time, Monday to Friday, with the exception of County holidays. After-hours access must be pre-arranged with the TLMA Project Managers at least one week in advance.

TLMA will provide a work area for Tyler personnel, to include desk and chairs, Internet access, copier machines, networked printer and phone. Tyler will notify TLMA regarding the number of work areas needed, during the planning phase of the project.

3.14.2 Facilities Access and Equipment

TLMA shall provide timely access to all required areas of TLMA premises for Tyler to perform duties within the requirements of this Agreement. Access to restricted areas of TLMA premises (including the server room, wiring closets, etc.) must include an authorized TLMA or RCIT escort.

TLMA shall provide a facility that will serve as the "Software solution lab" where computers will be set up for interfacing with the test, development, and production environments.

Tyler shall provide its personnel with the computers and other resources Tyler requires to perform the duties specified in this Agreement. These computers and resources must comply with County security policies and standards (*Attachment A58*).

3.14.3 Data

TLMA shall provide business, operational, and technical data to Tyler, as necessary to meet the objectives of the project.

3.14.4 Personnel

TLMA shall make available project sponsors, business specialists, and relevant technical specialists who can address TLMA-specific Issues related to Tyler efforts to perform Services specified in this Agreement. TLMA shall appoint dedicated Project Managers for the duration of this effort. TLMA acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of TLMA personnel. TLMA further acknowledges that the Work Plan set forth in Attachment PRC documents the full scope of Tyler deliverables for this project, and that all other deliverables are the responsibility of TLMA.

END OF ATTACHMENT RES

3.15 Attachment DEL- Deliverables

The matrix set forth below identifies the deliverables, including Professional Services and Software, that are the subject of this Agreement. The matrix is organized by Milestone, and identifies the tasks to be performed within a Milestone phase, and the associated responsibility of each party. Milestones shall be accepted according to the process set forth in Attachment ACC, and shall be performed according to the scheduling terms set forth at Attachment SCH.

Milestones 1 through 7 are to be performed sequentially, and Milestone 0 is not intended to delay the initiation of tasks under Milestone 1, Phase 1.

Deliverables Matrix

Milestone	Phase/Deliverable	Tasks	Responsibility
Milestone 0	Laserfiche API	• Tyler to supply TLMA with Laserfiche API for TLMA development of Laserfiche integration design plan	• Tyler owns

Milestone 1 - Analysis And Design	Phase 1 – Kickoff Meeting	• Schedule and conduct Project Kickoff Meeting with the Tyler Project Manager, Implementation Manager, and Project Consultant to prepare a project plan that addresses and confirms the following:
		  o Project goals and objectives
		  o Project milestones phases and timeline
		  o Project governance
		  o Project members and roles and responsibilities
		  o Project tools (e.g.: project plan, issues log, training materials, etc.)
		  o High level project deliverables
		  o Ensure that any Tyler staff required to remotely access County system have completed the TLMA security forms (Appendix G1 and G2) and submitted them to the TLMA Project Administrator
			• Tyler owns, TLMA participates

	Phase 2 - Project Initiation and Planning – Project Team Preparations	• Using the On-Site Staffing Attachment STE, Tyler will identify in scope, on-site team resources by phase and review with TLMA • Identify Tyler Training Team and prepare for Project Team training sessions • TLMA attends Project Team Fundamentals Training (3 weeks onsite; 1 Tyler trainer) • Receive approval from TLMA Project Manager for project team and schedule, consistent with Attachment	• Tyler owns, TLMA participates

		PER and Attachment SCH • Update project plan with changes, if needed • TLMA to validate stakeholder groups • Review and update communication roles and responsibilities • Develop detailed Communication Plan • Collaborate to develop and issue weekly and monthly project status reports	
	Phase 3 - Project Initiation and Planning – Tasks	• Refine and finalize project plan to identify and include all tasks, deliverables (including Risk Management Plan), dependencies, resources, schedules, assumptions, communication and change management plans • The plan must include management reviews to ensure open issues and pending decisions are properly managed UAT and other aspects of the implementation • Create SharePoint site to manage project deliverables, document Issues • All tasks and deliverables associated with the in-scope integrations, as identified in the integration table, must be clearly defined and identified in the project plan • Deliver and review business design templates • Finalize software installation in pre-production environment	• Tyler owns, TLMA participates
	Phase 4 - Assess & Define	• TLMA and Tyler perform a functional gap analysis to determine whether additional enhancements need to be added to project scope • TLMA will prioritize and assign the 70 business transactions that Tyler is responsible for • Of the 70 business transaction documents assigned to Tyler, Tyler conducts Business Process Review (BPR) to assess the TLMA's current and future processes and defines the "to-be" documented business transaction definition design documents ("business requirements") • Tyler presents BPR to TLMA for review • Tyler develops design document to validates business requirements with	• Tyler owns, TLMA participates

		TLMA • Define 70 Business Transactions • Tyler to provide a specification design document for 30 Geo-Rules for TLMA • Document a data conversion strategy for moving in-scope legacy systems to the new environment • Tyler and TLMA develop Technical Architecture Design documents, documentation on environments, domain strategy, capacity plan and performance documentation, for TLMA to manage on a going-forward basis	
	Phase 5 - Back Office User Rights and Roles	• Tyler to provide specifications design documentation for Core System Components for TLMA • Define and document back office access rights • Define and document back office user rights • Define and document user roles • Receive TLMA approval	• Tyler owns, TLMA participates
	Phase 6 – Develop Integration Design Plan	• Develop a document that accurately reflects integration design and architecture for in-scope integrations as set forth in Attachment SOW	• Tyler owns, TLMA participates
	Phase 7 – Test Plans	• Tyler and TLMA work together develop test plan strategy and TLMA resource planning	• Tyler and TLMA participate
	Phase 8 – Rollback and Contingency Plan	• Tyler to provide road map for what system components will change in each phase of the implementation (e.g. application code, database schema, or table data, etc.); TLMA to maintain on a going-forward basis • Tyler to provide road map of the steps that must occur to prepare for rollback within each phase of the implementation (e.g. backups, scripts to revert schemas and tables, and operational steps); TLMA to maintain on a going-forward basis • Tyler to provide road map of the rollback plan in the event of a rollback at any phase of the project, considering the following key factors in the plan: o Rollback communication plan o Critical Business Operations o All Third Party Software o Utilize risk management plan o Identify triggers o Plan timeline o Plan resource deployment	• Tyler and TLMA participate

		o Define what return to normal operation is for the implementation phase o TLMA to maintain rollback plan on a going-forward basis	
	Phase 9 – Risk Management Plan	• Provide Risk Management Plan	• Tyler owns
	Phase 10 – Training Plan	• Tyler and TLMA work together develop training plan strategy and TLMA resource planning	• Tyler and TLMA participate
	Phase 11 – Cutover Plan	• Document all steps required to move from the existing application modules to the integrated system • Create and maintain an implementation checklist	• Tyler owns, TLMA participates
Milestone 2 – Software Delivery, Build and Migrate Legacy Data	Phase 1 – Software Delivery	• The latest generally accepted release of licensed Software modules received and installed in the Staging/Test Environment	• Tyler owns, TLMA participates
	Phase 2 – Configure System	• Configure70 Business Transactions Configure 30 Geo-Rules • Configure Core System Components	• Tyler owns; TLMA advises
	Phase 3 Develop Build Specifications	• Develop report/output specifications for 150 output documents • Develop in-scope integration specifications as set forth in integrations table in Attachment SOW • Refine data conversion strategy documentation to finalize in-scope data conversion specifications and mapping • Laserfiche API and ECS integration will be fully functional	• Tyler owns; TLMA participates
	Phase 4 – Build	• Build report/output documents for 150 output documents • Build in-scope integrations as identified in integration table in Attachment SOW • Build in-scope data conversion utilities and mapping	• Tyler owns; TLMA advises
	Phase 5 – Migrate	• Extract legacy data as identified in the table in Attachment CNV • Transform (convert) legacy data as identified in the table in Attachment CNV • Load tables as identified in the table in	• Tyler owns; TLMA advises

		Attachment CNV	
	Phase 6 – Unit Test	• Review requirements/test case traceability • Conduct and document the results for the following tests: System, Integration, Conversion, Regression as set forth in the Testing Summary in Attachment SOW • Provide test results	• Tyler owns; TLMA advises
Milestone 3 – System Acceptance Testing	Phase 1 – User Acceptance/Power User Training	• Provide 2 weeks onsite Power User Training; 1 Tyler trainer resource	• Tyler owns; TLMA participates
	Phase 2 – System Acceptance Planning	• Tyler to advise TLMA on developing detailed test scripts of all in-scope business transactions • Tyler works with TLMA to develop detailed scripts for conducting testing of all conversion components • Tyler establishes plans for unit, integration, regression, system, performance and stress testing	• TLMA owns; Tyler advises
	Phase 3 -System Acceptance/UAT	• Tyler will provide and configure a defect tracking log for TLMA to update during UAT (upon Go Live defect tracking will move to Tyler's internal tracking system) • Ensure that configuration defect statistics can be reported weekly, monthly and upon demand • Advise TLMA Project Managers on logging/monitoring configuration Defects • Support TLMA in performing UAT as set forth in the Testing Summary set forth in Attachment SOW	• TLMA owns; Tyler advises
	Phase 4 – Technical Readiness (Hardware)	• Confirm that all hardware peripherals have been configured and unit tested for all environments • Confirm that all network and server hardware has been configured and unit tested for all environments	• TLMA owns; Tyler advises
	Phase 5 – Deploy Staging into Production	• Migrate all accepted and approved development into production environment (including integrations) • Validate integrations • Monitor execution	• TLMA owns; Tyler advises
	Phase 6 – Production Environment Acceptance	• Tyler to perform load and balance testing as set forth in the Testing Summary in Attachment SOW • Project Managers to review and	• Tyler owns; TLMA participates

	Testing	• discuss Implementation Checklist • Make Go–No Go Decision	
	Phase 7 – Deploy Production into Development	• Migrate all accepted and approved development into development environment (including integrations) • Validate integrations • Monitor execution	• TLMA owns; Tyler advises
Milestone 4 – Training	Phase 1 – End-user Training	• Provide TLMA end-users with 4 weeks of onsite, hands on training and refresher training, as needed, in a workshop format with 2 trainers • Provide 40 hours of tailored training documentation to make available to TLMA staff	• Tyler owns, TLMA participates
Milestone 5 – Go-Live	Phase 1 – Go live	• Activate contingency plans as needed • Communicate status to key stakeholders • Cutover in-scope integrations and data conversion utilities identified in the tables in Attachment SOW	• Tyler owns; TLMA participates
Milestone 6 – Post Production	Phase 1 – Post Analysis	• Update any documentation based upon key learnings during stabilization • Identify and communicate additional targeted training needs by section	• TLMA owns; Tyler advises
	Phase 2 – Production Transition	• TLMA to execute Transition Plan • TLMA to archive appropriate project documents	• TLMA owns
Milestone 7 – Hypercare	Phase 1 - Hypercare	• 4 weeks of onsite production support with 2 Tyler onsite resources	• Tyler owns
	Phase 2 – Hypercare	• 4 weeks of onsite production support with 1 Tyler onsite resource	• Tyler owns
	Phase 3 – Hypercare	• 2 weeks of onsite production support with 1 Tyler onsite resource	• Tyler owns
	Phases 1 through 3	• No more than 3 months of remote technical resources for production transition	• Tyler owns

Responsibility Matrix:

Own: ownership of the task throughout

Participate: active, ongoing participation in the task throughout

Advise: advisory role as needed by the other party

None: no planned/required involvement by the designated party

END OF ATTACHMENT DEL

3.16 Attachment ACC- Acceptance Process

3.16.1 Purpose and Scope
This section defines the Acceptance Criteria and the review / approval process for County acceptance of the Integrated System. The Acceptance Criteria are the tasks identified in Attachment DEL.

The acceptance process provides a roadmap for incremental acceptance by TLMA of the Software and associated Deliverables during project Milestones.

Acceptance Processes are broken down into two individual work streams:

- *Development Acceptance Process*: This process will be used within a project phase / Milestone to accept any newly developed features and functions, if any to be added to the COTS version of the application during implementation, as identified in Attachment DEL.

- *Milestone Acceptance Process*: This process will be invoked to accept Deliverables in each distinct phase of the project and, as applicable, to trigger a payment obligation under Attachment PRC. The Milestone acceptance will incorporate all Acceptance Criteria, according to the tasks set forth in Attachment DEL, and Final Acceptance will incorporate the discrete tasks for all Deliverables for all phases of all Milestones. Acceptance of a Milestone will trigger payment for that completed and accepted Milestone, as set forth in Attachment PRC.

When TLMA identifies a Defect or non-conformity of a Deliverable with the Acceptance Criteria, as applicable, during the Milestone Acceptance Process, TLMA will provide Tyler with feedback and details as to the scope of the Defect or non-conformity as part of the rework process, and Tyler will correct such Defect or non-conformity prior to re-submittal of the Milestone for acceptance. TLMA may withhold acceptance of any Milestone and the related Milestone payment until such time as all Acceptance Criteria which have been designated for rework have been re-submitted and approved.

3.16.2 Development Acceptance Process
The goal of the Development Acceptance Process is to review any Gap/Custom Enhancements that may be identified according to Attachment DEL.

The primary goals of the Development Acceptance Process will be the following:

- Ensure the development is fulfilling the business requirement
- Ensure completeness, consistency, and accuracy of the Deliverables within the development process.
- Provide reviewers with a common understanding of the Acceptance Criteria and the deliverable.

3.16.3 Change Control Board Participants, Roles and Responsibilities

The Change Control Board is depicted in the diagram below:

Change Control Board
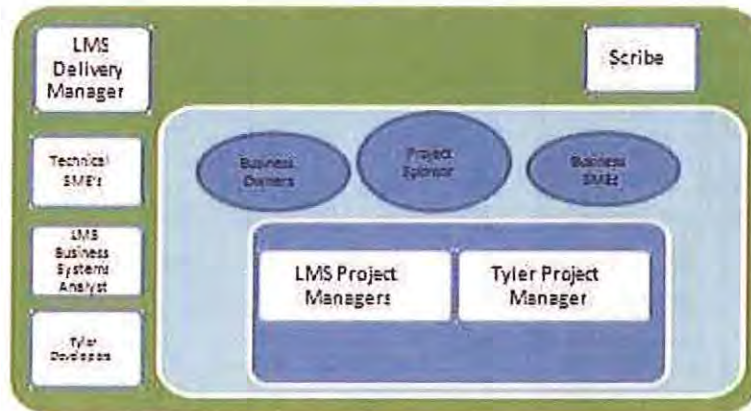
Roles and Responsibilities

Role	Responsibility
Project Managers	Refer to Attachment ROL - Roles and Responsibilities
TLMA Project Sponsor	Refer to Attachment ROL - Roles and Responsibilities
TLMA Business Owners	Refer to Attachment ROL - Roles and Responsibilities
Project Administrator – Scribe	Refer to Attachment ROL - Roles and Responsibilities
TLMA Business Systems Analyst	Refer to Attachment ROL - Roles and Responsibilities
TLMA SME Teams	Refer to Attachment ROL - Roles and Responsibilities
Tyler Developers	Refer to Attachment ROL - Roles and Responsibilities

3.16.4 Development Acceptance Process
The Development Acceptance Process is pictured below.

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Development Acceptance Process – Land Management System(LMS) Project

Tyler Developer	Tyler Project Manager	LMS Project Managers	Change Control Board	Scribe

Tyler Developer:
Complete Development (Gap, Conversion, Integration, Utility)

Notify Tyler PM of development completion

Make Minor Changes

Move Accepted development to Staging environment

Tyler Project Manager:
Review completed Development with developer

Prepare Development Acceptance Certificate and related documentation

Send documentation to LMS Project Managers and Business Owner

List & Attach Development Acceptance certificate to Milestone Acceptance Certificate

End

LMS Project Managers:
Conduct weekly Development Acceptance review Meeting

Discuss Development Completion Criteria for all development completed during the week

Is Development Accepted?

No – Rework Required

Yes – Approved with Changes

Yes - Approved

Scribe:
Document Meeting minutes

Update Acceptance Change Log with follow up actions

Phase