COURT ORDER NO. 2009- 100 -02-02

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Budget Amendment FY2009-021, Agreement, Texas Council of Urban Counties (CUC) and Tyler Technologies – Information Technology

On **February 2, 2009** the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating to wit:

Keith Self	**County Judge, Presiding**
Matt Shaheen	**Commissioner, Precinct 1**
Jerry Hoagland	**Commissioner, Precinct 2**
Joe Jaynes	**Commissioner, Precinct 3**
Kathy Ward	**Commissioner, Precinct 4**

During such session the court considered a request for approval of an Agreement with the Texas Council of Urban Counties (CUC) and Tyler Technologies.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Agreement with the Texas Council of Urban Counties (CUC) and Tyler Technologies for the addition of the Odyssey Law Enforcement, Jail Manager, and Constable Software (NTE $2,796,222), budget amendment in the amount of $2,598,448 for same and further authorize the County Judge to finalize and execute the Participation Agreement and Maintenance Agreement that incorporates the Jail Management and Law Enforcement Module. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Matt Shaheen, Commissioner, Pct. 1

Jerry Hoagland, Commissioner, Pct. 2

Joe Jaynes, Commissioner, Pct. 3

Kathy Ward, Commissioner, Pct. 4

COMMISSIONERS COURT COLLIN COUNTY TEXAS

ATTEST:

Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS

TEXAS Conference of
Urban Counties

Chairman
Judge
Mike Bradford
Midland County

Chair Elect
Commissioner
Mike Cantrell
Dallas County

Immediate Past Chair
Judge
Glen Whitley
Tarrant County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Sylvia Garcia
Harris County
Comm. Andy Meyers
Fort Bend County
Comm. Jay Millikin
Comal County
Judge J.D. Salinas
Hidalgo County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Guadalupe ~ Chambers
Collin ~ Comal
Dallas ~ Denton
El Paso ~ Ellis
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Tarrant
Travis ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

January 14, 2009

Honorable Keith Self
County Judge
Collin County
Collin County Government Center
McKinney, Texas 75069

Re: **Approval of Changes to the Agreement with the Texas Conference of Urban Counties for Collin County Common Integrated Justice System Project**

Dear Judge Self:

In May, 2003, Collin County entered into agreement with the Texas Conference of Urban Counties to participate in the Common Integrated Justice System (CIJS) Court Administration System project. In order to move forward with the integrated justice projects under the Urban Counties' TechShare Program, the Urban Counties requests the Collin County Commissioners Court's approval of the following items:

(1) An amendment to the TechShare Resource Sharing Addendum originally approved in August, 2007. The Urban Counties has adjusted the Financial Plan related to this Addendum to include expected costs for acquisition, implementation and maintenance of the Optional Module: Jail Management/Law Enforcement;

(2) The Maintenance Agreement that incorporates the Optional Module: Jail Management/Law Enforcement; and

(3) The Participation Agreement and the associated Budget Proposal outlining the expected costs for implementation of the Optional Module: Jail Management/Law Enforcement.

Please execute three copies of the documents and return all copies to the Texas Conference of Urban Counties. The Executive Director will execute the copies, ensure that Tyler Technologies executes the appropriate document and one set will be returned to Collin County for its records.

Should you have any questions about this or any other matter, please do not hesitate to contact our office.

Sincerely,

Charles Gray

AMENDMENT NO. 1 ("Amendment 1")
TO TECHSHARE RESOURCE SHARING ADDENDUM COMMON INTEGRATED JUSTICE SYSTEM (CIJS) COURT ADMINISTRATION SYSTEM

The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM ("Addendum") for the Common Integrated Justice System ("CIJS") Court Administration System that was approved by the County of Collin, Texas ("Collin County") and became effective in August 2007 and executed by all parties in August 2007. Amendment 1 to the Addendum supplements the original financial plan to include the Optional Module: Jail Management/Law Enforcement.

1) The effective date of the Addendum is extended through completion of the implementation of the Optional Module: Jail Management/Law Enforcement of the Collin County Common Integrated Justice System Project or December 31, 2010, whichever occurs first.

2) Attachment A of the Addendum is amended by supplementing the projected budget for the Court Administration modules with the attached Financial Plan for the Optional Module: Jail Management/Law Enforcement.

3) Amendment 1 includes a revised Maintenance Agreement that includes the Jail Management/Law Enforcement module shown as Attachment B.

4) Attachment C of the Addendum (Participation Agreement) is amended by supplementing the projected budget for Tyler Technologies services related to the implementation of the Optional Module: Jail Management/Law Enforcement by including the attached Budget Proposal.

5) Amendment 1 does not repeal any effective prior amendments to the Addendum.

6) All provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this 2nd **day of** February, **20** 09.

COUNTY OF COLLIN

By: County Judge

Approved as to form:

Name:_____

Title:_____

Date: 1/16/09

TEXAS CONFERENCE OF URBAN COUNTIES

By: Executive Director

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Attachment A – Financial Plan

Optional Module: Jail Management/Law Enforcement:

The following table summarizes the expected costs for acquisition and implementation of the Optional Module: Jail Management/Law Enforcement of the Collin County Common Integrated Justice System Project.

The total cost for this phase of Collin County's CIJS Project, Optional Module: Jail Management/Law Enforcement, excluding any computer hardware and systems software to be purchased by the County is $ 2,445,015.

CIJS Software		
	Jail Management/Law Enforcement	$ 375,000
	Jail Management/Law Enforcement Maintenance (1 Year)	$ 68,000
Implementation Services		
	Tyler Implementation Plan	$ 40,960
	Tyler Budget Estimate	$ 1,918,846
	Travel Expenses	$ 26,909
CUC Oversight		
	Contract Administration	$ 15,300
Total for Phase 2		**$ 2,445,015**

The CIJS software is the license payment for the Optional Module: Jail Management/Law Enforcement. Payments of license fees will be made through the Conference of Urban Counties. The initial payment of the license fee will occur upon approval of the Notice to Proceed for implementation of the Optional Module: Jail Management/Law Enforcement. The final payment will occur upon "go live" of the Optional Module: Jail Management/Law Enforcement.

Payments to Tyler Technologies for Implementation Services will be made directly to Tyler Technologies by Collin County in accordance with the License Participation Agreement previously approved by the County and the Implementation Plan, after it is approved by Collin County. Payments to Tyler Technologies for Implementation Services will be made monthly based on services provided and accepted or approved by the County.

Payment for Contract Administration Services will be made to the Conference of Urban Counties.

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2009:

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software and Contract Administration Services supporting the implementation of the Optional Module: Jail Management/Law Enforcement.

		FY 09	Estimated Payment Date
CIJS Software			
	Jail Management/Law Enforcement	$ 187,500	March 2009
CUC Oversight			
	Contract Administration	$ 5,100	March 2009
Totals		**$ 192,600**	

A noted above, the initial payment of the license fee will occur upon approval of the Notice to Proceed for implementation of the Optional Module: Jail Management/Law Enforcement. The final payment will occur upon "go live" of the Optional Module: Jail Management/Law Enforcement.

As noted above, payments to Tyler Technologies for Implementation Services will be made directly to Tyler Technologies by Collin County in accordance with the License Participation Agreement previously approved by the County and the Implementation Plan, after it is approved by Collin County.

Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2010:

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software and Contract Administration Services supporting the implementation of the Optional Module: Jail Management/Law Enforcement.

		FY 10	Estimated Payment Date
CIJS Software			
	Jail Management/Law Enforcement	$ 187,500	February 2010
	Jail Management/Law Enforcement Maintenance (1 Year)	$ 68,000	February 2010
CUC Oversight			
	Contract Administration	$ 10,200	October 2009
Totals		**$ 265,700**	

A noted above, the final payment will occur upon "go live" of the Optional Module: Jail Management/Law Enforcement.

As noted above, payments to Tyler Technologies for Implementation Services will be made directly to Tyler Technologies by Collin County in accordance with the License Participation Agreement previously approved by the County and the Implementation Plan, after it is approved by Collin County.

Attachment B – Budget Proposal

(Separate Document)

Attachment C – Maintenance Agreement

(Separate Document)

Exhibit B

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of _____, ____ (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), the Texas Conference of Urban Counties (the "Urban Counties"), and Collin County, Texas (the "Participating Member County").

Background

Whereas, Software Provider and the Urban Counties have entered into that certain Master Software License and Professional Services Agreement (the "Master Agreement").

Whereas, Software Provider, the Urban Counties, and the Participating Member County have entered into that certain Participation Agreement pursuant to which, among other things, the Participating Member County has become a Party to the Master Agreement as a Participating Member County and, accordingly, seeks to acquire a license for the Licensed Property and to acquire the development, implementation, installation, and training services from Software Provider, on the terms and subject to the conditions of the Master Agreement.

Whereas, the Participating Member County desires to engage Software Provider to perform, and Software Provider desires to perform for the Participating Member County, certain maintenance and support services related to the Judicial Software as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. DEFINITIONS

1.1 Terms Not Defined. Terms not otherwise defined in this M&S Agreement shall have the meanings assigned to such terms in the Master Agreement.

1.2 Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby the Participating Member County can reasonably avoid any deleterious effects of such Documented Defect.

1.3 Defect means any bug, inaccuracy, error, contaminate, malfunction, or other defect in the Judicial Software caused by, arising from, or emanating from the reasonable control of Software Provider that would otherwise render the Judicial Software in non-conformance with its specifications.

1.4 Documented Defect means a Defect that the Participating Member County documents for Software Provider with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Software Provider may reasonably request. The Participating Member County must deliver such information to Software Provider concurrently with its notification to Software Provider of such Defect. The Participating Member County shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Software Provider of such Defect, including, but not limited to, issues related to the network, user training, Participating Member County-produced extensions, and data problems not caused by the Judicial Software. Any technical or other issue that the Participating Member County requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 3.

1.5 Maintenance and Support Fees has the meaning set forth in Section 8.1.

1.6 Services Commencement Date has the meaning set forth in 9.1.

1.7 Third Person Software means all third party software required for the operation and use by the Participating Member County of the Licensed Software consistent with the license granted to the Participating Member County.

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

2. RESPONSIBILITIES OF THE PARTICIPATING MEMBER COUNTY

In addition to the responsibilities set forth in the Master Agreement, the Participating Member County shall, throughout the term of this M&S Agreement:

1. maintain all required Third Person Software to the release level compatible with the installed version(s) of the Judicial Software pursuant to Section 7;
2. maintain an internal Help Desk to provide first level support to the Participating Member County's users relating to basic system and application software questions or problems (only the Participating Member County's Help Desk staff shall be authorized to contact Software Provider's Help Desk after attempting to resolve the matter via the Participating Member County's internal Help Desk). In the event the Participating Member County does not establish and maintain a Help Desk function for first level support to Participating Member County's users, Software Provider reserves the right to increase the Participating Member County's current maintenance fee;
3. provide training on the Judicial Software to its employees;
4. allow Software Provider to install patches and other maintenance releases provided by Software Provider;
5. allow remote access by Software Provider to Participating Member County's servers and data via a Microsoft VPN connection or other mutually agreeable protocol;
6. implement and perform appropriate data backup and data recovery procedures related to the Judicial Software. In no event shall Software Provider be held liable for any loss or other damage associated with the loss or destruction of any data related to the Judicial Software that is attributable to the Participating Member County's failure to implement and perform such procedures on a timely and regular basis; and
7. provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 6.

3. RESPONSIBILITIES OF THE URBAN COUNTIES

Throughout the term of this M&S Agreement, the Urban Counties shall be responsible for (a) organizing, coordinating and facilitating a Participating Member County users group that will work with Software Provider to plan, specify and test enhancements and improvements to the Court Administration System; (b) fostering and promoting the adoption of the software by Texas counties and other Texas government entities; (c) assisting the Participating Member County in the resolution of any issues arising between Software Provider and the Participating Member County with respect to the services provided herein, (d) the timely payment of the Maintenance and Support Fees to Software Provider pursuant to Section 8, and (e) invoicing and collecting any maintenance and support fees and/or fees for additional services from the Participating Member County pursuant to the third party agreement between the Urban Counties and the Participating Member County, of which Software Provider is not a party.

4. RESPONSIBILITIES OF SOFTWARE PROVIDER – SUPPORT SERVICES FOR DOCUMENTED DEFECTS

4.1 General Services for Reporting Documented Defects.

(a) Software Provider shall provide the Participating Member County with a telephone number for the Participating Member County's use at any time on a seven days a week, twenty-four hours a day, basis to report Service Level 1 and Service Level 2 Documented Defects.

(b) Software Provider shall provide the Participating Member County with procedures for contacting support staff during normal business hours (8:30 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding national holidays) for, Service Level 3 Defects, Service Level 4 Defects, Service Level 5 Defects, and Service Level 6 Defects.

(c) Software Provider shall assist the Participating Member County in the diagnosis of any Documented Defect.

4.2 Service Level 1 Defects.

(a) *Definition.* Service Level 1 Defect means (i) a complete application failure or availability or (ii) loss of multiple essential system functions.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 1 Defects within two (2) hours of receipt of defect documentation.

(c) *Response.* Software Provider shall immediately assign appropriate personnel to diagnose and correct the Service Level 1 Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

(d) *Resolution Time.* Software Provider shall use its commercially reasonable efforts to resolve such Documented Defect within one business day.

4.3 Service Level 2 Defects.

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

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 2 Defects within four (4) hours of receipt of defect documentation.

(c) *Response.* Software Provider shall promptly assign appropriate personnel to diagnose and correct the Service Level 2 Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

(d) *Resolution Time.* Software Provider shall use its commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within five (5) business days.

(e) *Limitations.* Software Provider's responsibility for lost or corrupted data is limited to assisting the Participating Member County in restoring its database to a known, accurate state.

4.4 Service Level 3 Defects.

(a) *Definition.* Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user for which there is an existing Circumvention Procedure.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 3 Defects within one (1) business day of receipt of defect documentation.

(c) *Response.* Software Provider shall promptly assign appropriate personnel to diagnose and correct the Documented Defect. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall use commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within ten (10) business days.

(e) *Limitations.* Software Provider's responsibility for lost or corrupted data is limited to assisting the Participating Member County in restoring its database to a known, accurate state.

4.5 Service Level 4 Defects.

(a) *Definition.* Service Level 4 Defect means a Documented Defect that causes failure or non-essential Judicial Software functionality.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 4 Defects within two (2) business days.

(c) *Response.* Software Provider shall assign appropriate personnel to diagnose and correct the Documented Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall use commercially reasonable efforts to resolve such Documented Defect within twenty (20) business days.

4.6 Service Level 5 Defects.

(a) *Definition.* Service Level 5 Defect means a Service Level 4 Defect with an existing Circumvention Procedure.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 5 Defects within two (2) business days.

(c) *Response.* Software Provider shall deliver to the Participating Member County correcting software. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall deliver to the Participating Member County correcting software with the next version release.

4.7 Service Level 6 Defects.

(a) Definition. Service Level 6 Defect means a cosmetic or other Documented Defect that does not qualify as a Service Level 1 Defect, Service Level 2 Defect, Service Level 3 Defect, Service Level 4 Defect, or Service Level 5 Defect.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 6 Defects within two (2) business days.

(c) *Response.* Software Provider shall deliver to the Participating Member County correcting software. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall deliver to the Participating Member County correcting software at Software Provider's discretion in a version release.

4.8 Second Level Help Desk Support. Software Provider shall provide the Participating Member County with procedures for contacting support staff during normal business hours (8:30 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding national holidays) for the limited purpose of reporting Documented Defects. Software Provider shall use its commercially reasonable efforts to provide the Participating Member County with the assigned Service Level and Software Provider's tracking number.

4.9 Base Version Level for Correction. Throughout the term of this M&S Agreement, Software Provider shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software and either the one (1) immediately prior Version Release or all Version Releases released within the prior one (1) year, whichever is greater.

5. ADDITIONAL SUPPORT SERVICES

The parties agree that the Participating Member County may request support services in addition to the correction of Documented Defects by delivering to Software Provider a Service Request Form substantially in the form of Exhibit A. Such other support services may include, without limitation, services related to: (a) a "help desk"; (b) additional training; (c) technical assistance; (d) programming services; and/or (e) business analysis. Software Provider shall provide to the Participating Member County a written response to the request which describes in detail the anticipated impact of the request on the existing Judicial Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Software Provider directly to the Participating Member County and shall be invoiced monthly, and each undisputed invoice shall be due and payable within thirty (30) days.

6. VERSION RELEASES

Subject to the other terms and conditions of this M&S Agreement, Software Provider shall provide the Participating Member County as and when made generally available by Software Provider to its other customers, with:

(a) Version Releases, and

(b) updates to the Licensed Software if and as required to cause existing functions of the Judicial Software to comply with applicable state law, as and when such law may change from time to time during the term hereof.

Software Provider shall notify the Participating Member County of the occurrence of a new Version Release and shall provide the Participating Member County with such Version Releases for the Judicial Software. The delivery of each Version Release shall include a complete, installable copy of the Judicial Software, together with release notes and other appropriate documentation. Software Provider shall install each Version Release to the extent that such installation can be done remotely from Software Provider's offices. Notwithstanding anything in the foregoing to the contrary, the Participating Member County shall, at its own expense, be responsible for any onsite installation assistance, new integration, and training with respect to each Version Release. When and if Software Provider develops tools to fully automate the installation process, then the Participating Member County shall be responsible for the installation of all then future Version Releases, provided that Software Provider provides the automation tools and training to use the tools at no expense to the Participating Member County.

7. THIRD PERSON SOFTWARE

7.1 Notice of New Third Person Software. Software Provider shall provide the Participating Member County with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Software Provider shall, to the extent practicable, minimize the need for the Participating Member County to rely upon updates of Third Person Software. Software Provider shall use commercially reasonable efforts to provide the Participating Member County with sufficient advance notice or any mandated new Third Person Software in order to meet the Participating Member County's budget cycle constraints.

7.2 Software Provider Certification. At Software Provider's expense and as part of its obligations under this M&S Agreement, Software Provider shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Software Provider shall certify new releases of Third Person Software within a reasonable timeframe.

7.3 Costs. The Participating Member County is responsible for the costs associated with installing and maintaining Third Person Software versions that are identified on Software Provider's list of certified Third

Person Software.

7.4 Maintenance. The Participating Member County is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at the Participating Member County's expense.

7.5 Cooperation. At the request of the Participating Member County, Software Provider shall participate with the Participating Member County in discussions with Third Person Software providers on all software maintenance issues.

8. FEES

8.1 Annual Maintenance Fee. Subject to the other terms and conditions of this M&S Agreement, the Urban Counties shall pay Software Provider the then current annual maintenance and support fees set forth on Schedule 1 (the "Maintenance and Support Fees"), in accordance with the timetables set forth on Schedule 1, for all maintenance and support services to be provided by Software Provider to the Participating Member County. The invoicing and payment of maintenance and support fees between the Urban Counties and the Participating Member County shall be governed by the terms and conditions of their respective third party agreement, of which Software Provider is not a party. The Maintenance and Support Fees shall remain fixed for a period of [3] years after the Effective Date, after which time the fees may be adjusted to (a) the level of the then current standard Maintenance and Support Fees, and (b) thereafter, by not more than the cost of living increases according to the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the United States Department of Labor, Bureau of Labor Statistics, per year. . For purposes of this Section 8.1, the "then current standard Maintenance and Support Fees" shall be equal to the maintenance fees identified on the Price List adjusted annually as of October 1 of any given year, by not more than the increases referenced in Section 8.1(b). The parties acknowledge that the intent of this Section 8.1 is for each Participating Member County to receive maintenance at a fixed rate for the first three years of this Agreement, and thereafter, to receive maintenance based upon a uniform Urban Counties fee schedule applicable to all Participating Member Counties. The Maintenance and Support Fees shall be prorated based on a calendar year during the first and, if applicable, last year of this Agreement.

8.2 Invoice and Payment. Software Provider shall invoice the Urban Counties for all annual Maintenance and Support Fees quarterly in advance. Each Software Provider invoice shall be printed on Software Provider's standard printed bill form, and shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, the Urban Counties shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid by the Participating Member County when due shall bear interest until paid at the maximum rate provided by Texas law. In no event shall the Urban Counties be responsible for making payment on behalf of Participating Member Counties that have failed to remit annual Maintenance fee payments to the Urban Counties. The Urban Counties shall report which Participating Member Counties have remitted the quarterly Maintenance Fee payments and shall pay those amounts as set forth above.

8.3 Suspension of Services for Non-Payment. Software Provider may suspend its performance of maintenance and support services to the Participating Member County under this M&S Agreement during any period for which the Urban Counties does not pay any undisputed Maintenance and Support Fee for a period of time exceeding thirty (30) days or during any period for which the Participating Member County does not pay any undisputed fees for additional services as set forth in Section 5 for a period of time exceeding thirty (30) days. Software Provider shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

9. TERM AND TERMINATION

9.1 Term. This M&S Agreement shall commence upon the completion of Operational Use (the "Services Commencement Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Services Commencement Date, the term shall automatically extend for an additional year unless Participating Member County provides, at least thirty (30) days prior to the end of such initial term or subsequent anniversary, written notice that it does not wish to extend the term

or otherwise terminates the agreement as provided in this Section 8.

9.2 Termination by the Urban Counties and Participating Member County at the End of a Term. The Urban Counties and the Participating Member County may jointly terminate this M&S Agreement effective as of the end of the initial term or the end of any subsequent term by giving not less than thirty (30) days' notice of its intent to terminate. The Urban Counties and the Participating Member County may jointly, at their option, reinstate maintenance by providing notice to Software Provider and making payment of one hundred percent (100%) of each year's maintenance fees that would have been owed during the lapsed period plus the current maintenance fees for the then upcoming maintenance year.

9.3 Termination by the Participating Member County for Cause. The Participating Member County may terminate this M&S Agreement for "cause" in accordance with this Section 9.3. For purposes of this Section, "cause" means a continuous, repeated, or systemic failure to cure Service Level 1 and Service Level 2 Defects. In such event, the Participating Member County shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the Participating Member County is invoking its right to terminate. Following such notice, Software Provider shall have ninety (90) to cure such problems. Following such ninety (90) day period, Software Provider and the Participating Member County representatives shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then the Participating Member County may terminate this Agreement. In the event of a termination under this subsection, Software Provider shall return all monies paid to Software Provider by the Participating Member County for the remainder of the then current maintenance period.

9.4 Termination by Software Provider. If the Urban Counties shall fail to pay the Maintenance and Support Fees hereunder for any consecutive three (3) month period, Software Provider may terminate this M&S Agreement effective at any time on or after the end of such three (3) month period by giving written notice of termination to the Urban Counties and the Participating Member County at least ten (10) days in advance of the effective date of termination. Such termination by Software Provider shall not relieve the Urban Counties or the Participating Member County of its obligation to pay all Maintenance and Support Fees accruing prior to the effective date of termination.

10. LIMITATION OF LIABILITY

SOFTWARE PROVIDER'S LIABILITY TO THE COUNTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 2 OR OTHERWISE AS SET FORTH IN SECTION 9.3.

IN NO EVENT SHALL SOFTWARE PROVIDER BE LIABLE TO THE COUNTY (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE COUNTY'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD OR WILLFUL MISCONDUCTOR GROSS NEGLIGENCE OF SOFTWARE PROVIDER; (B) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION UNDER THIS AGREEMENT; (C) DAMAGES TO THE Urban Counties AND PARTICIPATING MEMBER COUNTIES OCCASIONED BY VIOLATION OF LAW BY SOFTWARE PROVIDER; AND (D) DAMAGES OCCASIONED BY THE BREACH OF CONFIDENTIALITY OBLIGATIONS OF SOFTWARE PROVIDER UNDER THIS AGREEMENT.

11. MISCELLANEOUS

11.1 Assignment. Neither party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of each of the parties and, except as otherwise provided herein, their respective

legal successors and permitted assigns.

11.2 Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4 Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5 Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6 Amendment. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

11.7 Governing Law; Choice of Forum and Attorneys Fees. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located within the county of the relevant Participating Member County and agrees to venue lying in such courts, and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or forum non conveniens. . If multiple Participating Member Counties are involved in a dispute arising out of the same facts and circumstances, the Parties agree that the cases shall be consolidated.

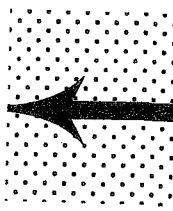
11.8 No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9 Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

11.10 Termination for Non-Appropriation of Funds. This Agreement is subject to the fiscal provisions of the Participating Member County and may be terminated by the Participating Member County without penalty (but subject to the provisions of Section 9.2) either: (a) at the end of a Participating Member County's fiscal year, in the event that funds are not appropriated for the following fiscal year; or (b) at any time within a fiscal year, in the event that funds are not appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. Termination under this provision entitles Software Provider to no damages.

IN WITNESS WHEREOF, this Agreement has been duly executed by an authorized representative of the parties hereto as of the date first above written.

TYLER TECHNOLOGIES, INC.



By: _____
Name: _____
Title: _____
Address: _____
_____

TEXAS CONFERENCE OF URBAN COUNTIES

By: _____ 1/16/09
Name: Donald Lee
Title: Executive Director
Address: 500 W. 13th St
Austin, Texas 78701

COLLIN COUNTY, TEXAS

By: _____
Name: Keith Self
Title: County Judge
Address: Collin County Government Center
210 S. McDonald Street, Suite 626
McKinney, Texas 75069

MAINTENANCE AND SUPPORT SERVICES AGREEMENT

Schedule 1

MAINTENANCE AND SUPPORT FEES

Annual Fee:

Court Administration:	$ 170,000
Jail Management/Law Enforcement:	$ 68,000

Payment Terms: As per the TechShare CIJS Addendum and Amendment 1 to the same.

MAINTENANCE AND SUPPORT SERVICES AGREEMENT

EXHIBIT A

SERVICES REQUEST FORM

PROJECT REQUEST ____

This Service Request is issued pursuant to the Maintenance and Support Services Agreement dated as of _____, ____, by and between the Participating Member County and Software Provider ("M&S Agreement"). Any term not otherwise defined herein shall have the meaning assigned to such term in the M&S Agreement. Upon completion by Software Provider of a corresponding Statement of Work, and execution by the parties, this Service Request and the corresponding Statement of Work documents shall become part of and be binding on the parties to the M&S Agreement.

Services to be performed / Objectives of the Project

Functional Requirements:

Interfaces:

Deliverables to be Provided:

Requested Schedule:

Cost: $_____.

Exhibit C

Participation Agreement

This Participation Agreement (this "Agreement") is made and entered into as of _____, 2009 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), with its principal place of business located at 6500 International Parkway, Suite 2000, Plano, Texas 75093, the Texas Conference of Urban Counties (the "Urban Counties"), with its principal place of business located at 500 W. 13th Street, Austin, Texas 78701, and Collin County, Texas (the "County"), with its principal place of business located at the Collin County Government Center, 210 S. McDonald Street, McKinney, Texas 75069.

Background

Whereas, the Urban Counties and Software Provider entered into that certain Master Software License and Professional Services Agreement, dated to be effective as of March 15, 2006 (the "Master Agreement"), pursuant to which, among other things, the Urban Counties acquired from Software Provider a license to sublicense Software Provider's Court Admin System to its Member Counties, subject to the terms and conditions of the Standard License Agreement.

Whereas, the County, as a Member County and pursuant to the terms of the Master Agreement, desires to become a Participating Member County and Party to the Master Agreement and, accordingly, acquire the development, implementation, installation, and training services from Software Provider with respect to the Court Admin System, on the terms and subject to the conditions of the Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Software Provider, the Urban Counties, and the County agree as follows:

1. Defined Terms. All terms used in this Agreement, but not otherwise defined in this Agreement, shall have the meanings assigned to such terms in the Master Agreement.

2. County as a Party to the Master Agreement. By execution of this Agreement, each of the parties hereto agrees that the County shall immediately herewith become a Party to the Master Agreement as a "Participating Member County" and, as such, shall have all the rights and benefits of, and be subject to all obligations, restrictions, and limitations on, a "Participating Member County" as set forth in the Master Agreement. All references to a "Participating Member County" in the Master Agreement shall, as of the date hereof, be deemed to include the County.

3. Budget Proposal. By execution of this Agreement, each of the parties acknowledge receipt of the Budget Proposal and the County authorizes preparation of the Implementation Plan and agrees to reimburse Software Provider for the costs and expenses associated with the preparation of the Implementation Plan. The Budget Proposal shall be attached hereto as an exhibit and incorporated herein.

4. Implementation Plan. By issuing a Notice to Proceed, the County agrees to the costs for services to be provided by Software Provider to assist the County in the implementation of the Judicial Software as provided in the Implementation Plan and the Master Agreement. Both the Notice to Proceed and the Implementation Plan shall be attached hereto as an exhibit and incorporated herein.

5. Termination for Non-Appropriation of Funds. This Agreement is subject to the fiscal provisions of the County and may be terminated by the County without penalty either: (a) at the end of the County's fiscal year, in the event that funds are not appropriated for the following fiscal year; or (b) at any time within a fiscal year, in the event that funds are not appropriated for a portion of the fiscal year and funds for this Agreement are no longer available; provided, however, that the County may not invoke this provision to the extent it directs funds previously encumbered for this Agreement to another project. Termination under this provision entitles Software Provider to no damages or recovery for any costs. Notwithstanding anything in the foregoing to the contrary, termination under this provision shall (i) cause all revocable licenses under Section 3.2 and 3.7 of the Master Agreement to be revoked subject to reinstatement as provided in Section 3.8, and (ii) not relieve the County of its obligations to pay Software Provider for all fees and expenses incurred up to the date of termination.

6. Incorporation by Reference. This Agreement is hereby incorporated by reference with and into the Master Agreement and is hereby deemed to be an amendment thereto.

7. Assignment. Neither party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

10. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other parties, which waiver shall be effective only with respect to the specific obligation described therein.

11. Governing Law; Choice of Forum. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located within the district where the County is located, agrees to venue lying in such courts, and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or forum non conveniens.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each party to be effective as of the date first above written.

TYLER TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

COLLIN COUNTY, TEXAS

By: _____
Name: Keith Self
Title: County Judge

TEXAS CONFERENCE OF URBAN COUNTIES

By: _____ 1/16/09
Name: Don Lee
Title: Executive Director

Budget Proposal

tylerworks.

Texas Conference of Urban Counties

Tyler Technologies, Inc.
6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tylertsg.com

Participating Member County : Collin County

Budget Proposal Date: **12/12/2008**

Tyler Technologies Contact: John Galbraith
Account Manager
Tyler Technologies
6500 International Parkway, Suite 2000
Plano, Texas 75093
972/713-3770
John.Galbraith@TylerTechnologies.com

Major Assumptions

**See Assumptions Detail for more information*

Expected Project Manager Duration

CUC Enterprise Products:	0 Months
Additional Products:	18 Months
Total:	18 Months

Project Management dedication: 90%

Number of Standard Interfaces: 8

Data Conversion Approach: Approach 3 - Client to perform data conversion with Tyler assistance

Training Approach: Tyler to perform direct training to end-users
Collin will perform training for Inquiry Users

Travel Allowance Assumptions 3.5 days/trip. 663 est. days onsite.
189 est. trips.

Overnight hotel required? **Yes**
Air travel required? **Yes**

Software Licenses

		License Fee
CUC Enterprise License		
Case Management		
Probate & Mental Health	No	**Included In CUC Enterprise License**
Civil & Family	No	
Criminal	No	
Justice of the Peace	No	
Prosecutor	No	
Additional Products - County License		
Jail Management	Yes	375,000
Law Enforcement/RMS	Yes	Included
Community Supervision	No	-
Hot Checks	No	
Total - Local County Licenses		**375,000**

Implementation Services

	Hours	Cost
Summary		
Project Management	3,681	588,960
Implementation Plan	256	40,960
Fit Analysis	384	57,216
Data Conversion	760	113,240
Interfaces	1,335	198,915
Customization	3,665	546,085
Configuration & Consulting	800	119,200
Training	560	77,280
Go-Live Assistance	640	88,320
Other Services	870	129,630
Services Totals	**12,951**	**1,959,806**

Travel Allowance Budget 26,909

Total Software License & Implementation Services **2,361,715**

Services Detail

tylerworks.

Collin County	Rate	Hours	Cost
CUC Products			
Project Management	160		-
Implementation Plan	160	256	40,960
Customization	149		-
Courts			
Probate & Mental Health (CC)			Not In Scope
Fit Analysis	149	-	-
Data Conversion	149	-	-
Interfaces	149	-	-
Configuration & Consulting	149	-	-
Training	138	-	-
Go-Live Assistance	138	-	-
Civil & Family (CC & DC)			Not In Scope
Fit Analysis	149	-	-
Data Conversion	149	-	-
Interfaces	149	-	-
Configuration & Consulting	149	-	-
Training	138	-	-
Go-Live Assistance	138	-	-
Criminal (CC & DC)			Not In Scope
Fit Analysis	149	-	-
Data Conversion	149	-	-
Interfaces	149	-	-
Configuration & Consulting	149	-	-
Training	138	-	-
Go-Live Assistance	138	-	-
Justice of the Peace			Not In Scope
Fit Analysis	149	-	-
Data Conversion	149	-	-
Interfaces	149	-	-
Configuration & Consulting	149	-	-
Training	138	-	-
Go-Live Assistance	138	-	-
Prosecutor			Not In Scope
Fit Analysis	149	-	-
Data Conversion	149	-	-
Interfaces	149	-	-
Configuration & Consulting	149	-	-
Training	138	-	-
Go-Live Assistance	138	-	-
Total Services - CUC Products		256	40,960

	Rate	Hours	Cost
Additional Products			
Project Management	160	3,681	588,960
			-
Customization	149	3,665	546,085
Jail Management			**In Scope**
Fit Analysis	149	304	45,296
Data Conversion	149	600	89,400
Interfaces	149	1,335	198,915
Configuration & Consulting	149	640	95,360
Training	138	480	66,240
Go-Live Assistance	138	480	66,240
Law Enforcement / RMS			**In Scope**
Fit Analysis	149	80	11,920
Data Conversion	149	160	23,840
Interfaces	149	-	-
Configuration & Consulting	149	160	23,840
Training	138	80	11,040
Go-Live Assistance	138	160	22,080
Probation			**Not In Scope**
Fit Analysis	149	-	-
Data Conversion	149	-	-
Interfaces	149	-	-
Configuration & Consulting	149	-	-
Training	138	-	-
Go-Live Assistance	138	-	-
Hot Checks			**Not In Scope**
Fit Analysis	149	-	-
Data Conversion	149	-	-
Interfaces	149	-	-
Configuration & Consulting	149	-	-
Training	138		-
Go-Live Assistance	138		-
Other/Additional Services			
Evening/Off Hours Go-Live Assistance	175	150	22,350
ICJ Coordinator	149	720	107,280
			-
			-
			-
			-
			-
Total Services - Additional Products		12,695	1,918,846

Assumptions Detail

tyler works.

Collin County

Project Management

1) Project manager will be dedicated to client project for 90% of 18 month project duration, or up to 3,681 hours.
2) The Tyler project manager will be on-site as needed during the course of the project, however some percentage of the Tyler project manager's time will be spent coordinating Tyler resources and projects at Tyler's Plano, Texas offices. For travel expense estimation purposes, Tyler has assumed 70% on-site project manager presence.
3) Client will designate a full-time project manager who will serve as Tyler's primary contact

Implementation Plan

1) In accordance with Sections 1.24 and 2.2 of the Master Software License and Professional Services Agreement, Tyler will prepare an Implementation Plan at the Participating Member County's expense, which will then be subject to a Notice to Proceed or Notice to Cancel by the Participating Member County.
   Decision must be made within 2 weeks from delivery of the implementation plan to the county
2) 256 hours plus any required travel expenses is allocated for the development of the Implementation Plan.

Fit Analysis

1) At the beginning of each project phase, a fit analysis will be conducted onsite to refine the list of development tasks required to install the case types or modules included in that phase.

Data Conversion

1) Tyler has consulted with the County's technical staff to select a conversion approach from one of three options, each of which are described below.
2) Conversion for Law Enforcement Civil Papers is required. Follow up from 12/22/08 meeting
3) The conversion approach for this project is:

Approach 3 - Client to perform data conversion with Tyler assistance

APPROACH 1	APPROACH 3
A) Tyler will perform a standard conversion from the Participating Member County's existing TSG software. **B)** This proposal assumes that data will be converted "as-is" with limited or zero data manipulation or cleanup.	**A)** Tyler will deliver to the Participating Member County a copy of Tyler's IFL Conversion Tool, which will include a schema, data documentation, and various data validation and verification programs. **B)** Tyler will provide training on the use of the IFL Conversion Tool to Participating Member County's technical staff. **C)** Tyler assumes that County's technical staff is already proficient in the Microsoft SQL Server database. **D)** County technical staff will then export data from the surce system into the IFL Conversion Tool, at County expense, with consulting assistance from Tyler. **E)** Tyler will assist the County in loading data from the IFL Conversion Tool into the Odyssey productior database.
APPROACH 2	
A) The Participating Member County will provide Tyler with data from the source system(s) in a non-proprietary format (e.g. SQL Server tables, comma separated ASCII files, or some other mutually agreeable form, and on media that is readble by Tyler. **B)** Tyler will perform a standard conversion from the source system(s) to the Odyssey database using Tyler's existing IFL Conversion Tool. **C)** This proposal assumes that data will be converted "as-is" with limited or zero data manipulation or cleanup.	

Interfaces

1) At the time of this proposal, Tyler has reviewed only limited or high-level information regarding the Participating Member County's requirements for interfaces to other systems.
2) The Participating Member County will utilize Tyler Integration Tools for in-house development of interfaces to other systems.
3) Tyler will provide consulting assistance on a T&M basis for the Participating Member County's in-house development of integrations utilizing Tyler Integration Tools.
4) Participating Member County must pay license fees for Tyler Integration Tools prior to their use.
5) Purchase of license for integration tools will be handled outside of this proposal.
6) Budget for interfaces may be used either for T&M services or for additional Tyler Integration Tools to address business requirements.

Customization

1) This proposal includes up to 3,665 hours of services for the development of any local software modifications.
2) At the time of this proposal, the specific local modifications, if any, desired by the Participating Member County are not known or are not fully documented by Tyler and the County. Each customization project must be individually estimated by Tyler, and approved by the Participating Member County, prior to the beginning of any work on that customization.

Configuration & Consulting

1) This proposal includes up to 800 hours of assistance by Tyler analysts and trainers to assist the Participating Member County with the configuration of the system which includes defining security priviledges, setting up code tables, and defining system behavior and business

rules.

2) Configuration & Consulting hours may also be used, upon joint agreement of Tyler and the Participating Member County, for Tyler business or technical analysis services desired by the County.

Training

1) This training proposal includes 560 hours for training of the Participanting Member County's employees by Tyler training personnel.
2) The Participating Member County will provide a facility and equipment sufficient that training participants can each have hands-on access to a computer workstation during training.
3) Training classes will have no more than 20 training participants per instructor.
4) Additional training for non-employee users (e.g. criminal justice business partners who the County may wish to provide access) can be provided through a train-the-trainer approach with County employees conducting the training.

Go-Live Assistance

1) This proposal includes up to 640 hours of onsite 8am - 5pm *business* hours assistance subsequent to go-live activities.
2) This proposal includes up to 150 hours of onsite 5pm - 8am *non-business* hours assistance subsequent to go-live activities.

Servers, Workstations, and Third Party Software

1) The Participating Member County will provide servers, workstations, and peripheral equipment that conform to the specifications and requirements provided by Tyler to the CUC.
2) Server operating system, database licenses, and any other Third Party Software specified in the Master Software License and Professional Services Agreement will be provided by The Participating Member County.

Collin to provide current and future technology specifications to validate hardware fit

Other Notes and Assumptions

Travel Allowance

1) Actual travel expenses will be billed based on the CUC's Administrative policy on travel.
2) For this project, the following travel requirements exist:
   a) Overnight hotel lodging for local Tyler employees is NOT required, however, for non-local Tyler employees IS required.
   b) Airline Travel to client site for local Tyler employees is NOT required, however, for non-local Tyler employees IS required.
3) Travel is based on average estimated daily expenses as follows:
   $12 Meals/day $18 Auto mileage or rental car/day & parking
   $90 Lodging/day $250 Per roundtrip airline ticket.
4) Based on the percent travel assumptions refelcted below, Tyler estimates approximately 663 days onsite during the course of the project.
5) For the purposes of calculating potential airline expenses, Tyler estimates that the average site visit duration will be 3.5 days per trip, for a total count of 189 trips.
6) Activites are estimated as follows for percent requiring travel to client site:

Travel Assumptions	Local Tyler Employees					Non-Local Tyler Employees				
	Daily Est. Expenses:		$12	$90	$18	Daily Est. Expenses:		$12	$90	$18
	%Onsite	# Days	Meals	Hotel	Auto	%Onsite	# Days	Meals	Hotel	Auto
Project Management	70%	322	3,865	-	5,798	0%	-	-	-	-
Implementation Plan	70%	22	269	-	403	10%	3	38	288	58
Fit Analysis	70%	34	403	-	605	10%	5	58	432	86
Data Conversion	0%	-	-	-	-	0%	-	-	-	-
Interfaces	0%	-	-	-	-	12%	20	240	1,802	360
Customization	5%	23	275	-	412	0%	-	-	-	-
Configuration & Consulting	50%	50	600	-	900	0%	-	-	-	-
Training	80%	56	672	-	1,008	0%	-	-	-	-
Go-Live Assistance	100%	80	960	-	1,440	12%	10	115	864	173
Other Servies	70%	76	914	-	1,370	0%	-	-	-	-
			7,957	-	11,936			452	3,386	677
			Local Subtotal		19,894			Non-Local Subtotal		4,515
				Airline trips:	10			Subtotal Airline		2,500
				Average roundtrip ticket price:	$250			Total Travel		**26,909**

General Assumption Detail

tyler works.

General Assumptions

1	Notice of Decision to proceed must be signed by March 31, 2009 to make the September release (2009 SP2)
2	Law Enforcement Go-Live #1 will not include any modifications.
3	Law Enforcement modifications are currently estimated at 50 hours and will be implemented during Law Enforcement Go-Live #2.
4	Law Enforcement Go-Live #1 will include Constable Precinct 1 only. Law Enforcement Go-Live #2 will include remaining Constable precincts and the Sherriff's Office.
5	Jail Modifications and Integrations required for go-live are At Risk of exceeding the number of available hours for the Release of Odyssey available in the desired project timeline. Jail Modifications required for go-live need to be reviewed and prioritized by Collin County to determine highest to lowest priority modifications for Go-Live. In the event certain Go-Live modifications cannot be delivered in the targeted Go-Live Release, best effort will be made to follow the priority of modifications determined by Collin County. Where feasible, Tyler will deliver required modifications post-release as a Patch Update prior to Go-Live.
6	Release Delivery dates are estimated on good faith and may change depending on overall complexity of the release.
7	Jail Modifications identified as "Future Requirements" will be delivered after go-live in a Release to be determined later.
8	Modifications and Interfaces listed under "Not Estimated" are Not In Scope for this proposal.
9	Jail Integration Toolkit License fee will be waived, but overall annual maintenance will increase by $10,000 per year
10	LE will include conversion. Collin will perform the conversion activities and Tyler will provide consulting.
11	Criminal and Prosecutor timeline will need to move out to align with Jail Go-Live