City of Piedmont
COUNCIL AGENDA REPORT

DATE: February 16, 2016

TO: Mayor and Council

FROM: Paul Benoit, City Administrator

SUBJECT: **Upgrade to Police Department Computer Aided Dispatch System**

RECOMMENDATION:

Approve attached Additional Software License Agreement between the City of Piedmont and Tyler Technologies (formerly New World Systems) totaling $26,000 in order to upgrade the City's current public safety computer aided dispatch system.

Approve attached five-year Standard Software Maintenance Agreement with Tyler Technologies (formerly New World Systems) commencing April 1, 2016 and ending March 31, 2021, totaling $426,205 ($85,241 yearly).

Approve attached Addendum outlining the acquisition of New World Systems by Tyler Technologies

BACKGROUND:

The Piedmont Police Department currently utilizes New World Systems as the operating platform for our Computer Aided Dispatch (CAD), Automated Field Reporting (AFR), and Records Management (RMS) systems and has done so for 12 years. This system is highly regarded and utilized successfully by many law enforcement agencies statewide, including five in Alameda County.

In FY 2014-15, the City of Piedmont signed a $155,000 contract with then New World Systems to upgrade the City's current CAD/RMS system from Version 9 to Version 10 and subsequently to Version 11 by 2015. However, in October 2015, New World Systems made a business decision to transition from their current Microsoft platform to a Dot Net platform called CAD Enterprise. This meant existing customers would need to upgrade to the new operating platform in order to continue to receive system improvements and enhancements to their current versions.

Because so many of their clients, including all of their Alameda County agencies, have the old platform, New World does intend to continue their maintenance support of our current operating versions. However, it will only be maintenance as there will be no improvements or enhancements provided to users who remain on the versions existing on the old Microsoft platform. More importantly, at some point that support will be phased out, and any remaining agencies on the phased-out system will be forced to switch to the Dot Net platform or find another CAD/RMS vendor.

Upon learning of this business decision by New World, the Department immediately met with our account representative to discuss our options moving forward, as well as determine the effects on our current upgrade. Presently, the Department has completed its upgrade to Version 10 under the old operating platform but had not started the upgrade to Version 11. Essentially, the Department has two options moving forward with New World: (1) remain status quo with our upgraded Version 10 system on the old platform, and New World would credit our unused Version 11 upgrade funds ($23,500) toward our current Standard Software Maintenance Agreement (SSMA) and upgrade at a later time once support for the old platform ended; or (2) move forward with our upgrade to CAD Enterprise Version 11 on the new platform which would require upgrading Version 10 to the CAD Enterprise, as well, at an additional cost of $111,840. With the unused $23,500 credit, the net cost to the City would be $88,340.

At the same time the Department and New World representatives were meeting, consultants hired by the City were finishing a comprehensive study of the City's IT infrastructure. In light of the fiscal impact to the City as a result of New World's operating platform change, the Department asked the consultants to do a separate cost and value analysis to determine the feasibility and cost effectiveness of replacing New World with a new CAD/RMS vendor. Their analysis showed the City could, potentially, save money by going to another company whose system support maintenance costs were less than those charged by New World. All CAD/RMS vendors charge a yearly maintenance fee which generally increases by 5 to 10% every fiscal year. The consultant determined that, over the course of several years, the Department could eventually break even and save money with a vendor whose system maintenance agreement costs were less. For that reason, the recommendation put forward by the consultants in the City's IT Plan was to remain status quo with the current version on the older platform and continue to pay the contractual SSMA costs in order to sustain the system and in four years go out to bid for a new CAD/RMS vendor at an estimated cost of $400,000 to $500,000.

Although the consultants' recommendation was potentially fiscally advantageous to the City after several years, it would also be a very complicated, involved, and expensive endeavor. And, it should be noted, the Department has been happy with the product and services provided by New World and has enjoyed a positive relationship with the company for 12 years. With all of this in mind, the Department began earnestly negotiating with New World on a new contract with full disclosure of the recommendations of the City's IT consultants. The results of those negotiations are reflected in the agreements attached to this report and summarized below:

- The total cost to transition the Department's current Version 10 to the new CAD Enterprise platform (the new Version 11) would be $59,500. With the credit of the unused $23,500 from the previous agreement, coupled with $10,000 of unused training funds, the net cost to the City would be $26,000. This represents a savings of $52,340 from the originally quoted $111,840.

- The City's current Standard Software Maintenance Agreement (SSMA) contract with New World runs through FY 2017-18. Currently, there is an annual increase of 9% each fiscal year for the maintenance contract. Under the newly negotiated deal, New World has agreed to waive the contractual increase of 9% each fiscal year to a one-time 5% increase for FY 2016-17 and no further increases through FY 2020-21—a savings to the City of $86,881. The following charts illustrate this savings.

This chart shows the cost to the City over the next five years if we follow the IT Plan recommendation and stay with Version 10 on the old platform. Because our current SSMA expires in FY 2017-18, it assumes renewal at the same 9% increase each year.

Fiscal Year	Current Cost	Increase-9%	New Subtotal	Training Costs	Total
2016-17	$74,515	$6,706	$81,221	$5,400	$86,621
2017-18	$81,221	$7,310	$88,531	$5,400	$93,931
2018-19	$88,531	$7,968	$96,499	$5,400	$101,899
2019-20	$96,499	$8,685	$105,184	$5,400	$110,584
2020-21	$105,184	$9,467	$114,651	$5,400	$120,051
TOTAL	**$445,950**	**$40,136**	**$486,086**	**$27,000**	**$513,086**

This chart shows the SSMA over the same time period under the proposed agreement *including* the upgrade of Version 10 to the new platform and subsequent upgrade to Version 11.

Fiscal Year	Current Cost	One-time 5% Increase	New Subtotal	Training Costs	CAD/Enterprise SSMA Cost	Total
2016-17	$74,515	$3,726	$78,241	$5,400	$1,600	$85,241
2017-18	$78,241	0	$78,241	$5,400	$1,600	$85,241
2018-19	$78,241	0	$78,241	$5,400	$1,600	$85,241
2019-20	$78,241	0	$78,241	$5,400	$1,600	$85,241
2020-21	$78,241	0	$78,241	$5,400	$1,600	$85,241
TOTAL	**$387,479**	**$3,726**	**$391,205**	**$27,000**	**$8,000**	**$426,205**

In essence, these agreements represent a total savings to the City of $139,221 ($52,340 discounted on the upgrade plus the SSMA savings of $86,881). In addition to the savings detailed above, there are other fiscal and ancillary benefits of this agreement to the City which include:

- At the end of this agreement, the Department would have the ability to negotiate continued reasonable Standard Software Maintenance Agreement increases. Assuming continued agreement, this would save the City the $400,000 to $500,000 expenditure currently proposed in year four of the IT Plan and free up that money to be spent on other information and technology needs.

- If remaining with New World remains fiscally sound, it eliminates the need to start the extensive and onerous process of finding a new CAD/RMS vendor. It also allows the City to avoid the inconveniences that accompany such a venture, including extensive staff time, the need for time-consuming operator training on a new system, and the possibility of spending additional money to replace incompatible hardware already purchased for the current system.

- Finally, and most importantly, approval of these agreements does not preclude the Department from following the recommendations in the City's IT Plan and going out to bid on a new CAD/RMS system in four years. In the interim, however, it does ensure the

City has an upgraded, state of the art public safety CAD/RMS system and a savings of $139,221.

Based on the above, it is the recommendation of staff to accept the attached agreements with Tyler Technologies to transition the police department's current CAD/RMS systems to the new Cad Enterprise platform.

The attached agreements are governed by the same general terms and conditions as the New World Agreement originally approved by the Council in 2002, and most recently approved by the Council in FY 2014-15, with the exception of an added indemnity provision in favor of the City to protect the City against potential third party claims. The agreements have been reviewed and approved as to form and legality by the City Attorney's Office.

ATTACHMENTS:

Tyler Technologies Service Agreements in the order as described above

By: Rikki Goede, Chief of Police

tyler technologies

Document #: 1038-16A1A

January 21, 2016
ADDITIONAL SOFTWARE LICENSE AGREEMENT
For an Aegis MSP to Aegis Enterprise CAD Upgrade

Ms. Lisa Douglas
Piedmont Police Department
403 Highland Avenue
Piedmont, CA 94611-4025

Dear Ms. Douglas:

The attached forms (Exhibits AA, A, B, F, and H) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

The General Terms and Conditions from our original Standard Software License and Service Agreement dated January 2, 2002, are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer. Notwithstanding the foregoing, Tyler Technologies, Inc. ("Tyler"), which merged with New World Systems effective November 16, 2015 and is the surviving entity resulting from the merger, assuming all rights and obligations of New World under the aforementioned agreement, agrees that it will indemnify and hold harmless the City of Piedmont ("City") and its agents, officials, and employees from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by Tyler's negligence or willful misconduct. In addition, Tyler agrees that it will not incur travel expenses in excess of the estimate provided in Exhibit AA without the City's prior approval, which approval shall not be unreasonably withheld. In the event the City requests that Tyler provide services not currently within scope, Tyler will provide a written quote for those services, at Tyler's then-current rates, for the City's review and approval prior to performing any such work.

We thank you for your continued business and look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

TYLER TECHNOLOGIES, INC.	**CITY OF PIEDMONT**
(Tyler)	(Customer)

By: _____
    Authorized Signature   **Title**

By: _____
    Authorized Signature   **Title**

By: _____
    Authorized Signature   **Title**

Date: _____   **Date:** _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING ASSUMES CONTRACT EXECUTION BY FEBRUARY 29, 2016.

Corporate: 840 West Long Lake Road • Troy • Michigan 48098 • 248-269-1000 • www.tylertech.com
1038-16A1A 0121 Tyler-Piedmont Addendum executable (16A1A 0118)

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I.   **Total Cost Summary: Licensed Standard Software and Implementation Services**

	DESCRIPTION OF COST		**COST**
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A		$0
	1. Licensed Standard Software	$10,000	
	2. Less Discount	(10,000)	
B.	IMPLEMENTATION SERVICES		36,000
	1. PROJECT MANAGEMENT as further described in Exhibit B		
	2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B		
	3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B		
	4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B		
	5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F		

ONE TIME PROJECT COST: **$36,000**

C.	TRAVEL EXPENSES (Estimate) – billed as incurred	$20,000
D.	STANDARD SOFTWARE MAINTENANCE SERVICES	$1,600/Year One Increase

PRICING ASSUMES CONTRACT EXECUTION BY FEBRUARY 29, 2016.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II.   Payments for Licensed Standard Software and Implementation Services

DESCRIPTION OF PAYMENT

A.   LICENSED STANDARD SOFTWARE as further detailed in Exhibit A $0

B.   IMPLEMENTATION SERVICES   36,000

         1. Credit to be applied from existing PSMA   (10,000)
            Services

         2. Remaining amount   26,000

BALANCE OF ONE TIME PAYMENT FOR II(A) & II (B):   **$26,000**
(To be invoiced upon execution of the Agreement)

C.   TRAVEL EXPENSES (Estimate) $20,000*
     (These expenses are billed as incurred)

        1. 10 trips are anticipated.

*Estimate

D.   STANDARD SOFTWARE MAINTENANCE SERVICES $1,600
Standard Software Maintenance Agreement (SSMA) fees will increase for the above software change and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with **Customer's** existing SSMA. Subsequent year SSMA fees for the above software will be added to, and consistent with, the SSMA agreement currently in effect, including but not limited to the rate holds set forth therein.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

Application Package[1,2,3,4]   Cost

DELETED STANDARD SOFTWARE

	(Workstations included in CAD
CAD	Base - 4)

1.	**Aegis/MSP Multi-Jurisdiction Law Enforcement Computer Aided Dispatch**	($36,000)
	- Call Entry	
	- Call Control Panel	
	- Unit Recommendations	
	- Unit Control Panel	
	- Call Stacking	
	- CAD Messaging	
	- Call Scheduling	
	- Dispatch Questionnaire	
	- GIS/Geo-File Verification	
	- Hazard and Location Alerts	
	- Access to Aegis/MSP LE Records	
	- Note Pads	
2.	**Upgrade to Aegis/MSP Combined LE/Fire/EMS CAD**	($16,000)
3.	**Additional Aegis/MSP Software for Computer Aided Dispatch**	
	- BOLOs	(6,000)
	- CAD Mapping	(7,000)
	- CAD AVL	(7,000)
4.	**Aegis/MSP Third Party CAD Interface Software**	
	- E-911 Interface [7]	(7,000)
	- Aegis State/NCIC Interface[8] *Includes state-specific standard forms*	(9,000)
	On-Line Modules[8]	
	- On-Line CAD Interface to State/NCIC *Includes state-specific standard forms*	(6,000)

SUB-TOTAL DELETED CAD MODULES	($94,000)

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ADDED STANDARD SOFTWARE

	(Workstations included in CAD
CAD	**Base - 4)**

5.	**Aegis Enterprise Combined LE/Fire/EMS CAD**	$59,000

- CAD Mapping
- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- Fire Equipment Search/Fire Equipment Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- Access to Aegis/MSP Fire Records
- Note Pads
- Proximity Dispatch (Requires CAD AVL and Mobile)
- Rip-N-Run Remote Printing
- Run Cards/Response Plans

6. **Additional Aegis Enterprise Software for Computer Aided Dispatch**

- BOLOs	6,000
- CAD AVL	7,000

7. **Aegis Enterprise Third Party Interface Software [5]**

- E-911 Interface [7]	7,000
- Aegis State/NCIC Interface[9] *Includes state-specific standard forms*	9,000

On-Line Modules[9]

- On-Line CAD Interface to State/NCIC *Includes state-specific standard forms*	6,000

SUB-TOTAL ADDED CAD MODULES	$94,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

<u>DECISION SUPPORT SOFTWARE</u> [6,9]

8. **Law Enforcement Management Data Mart (CAD, RMS)**

- Includes 2 users   2,000

Dashboards for Law Enforcement   8,000

STANDARD SOFTWARE LICENSE FEE   **$10,000**

LESS DISCOUNT   **(10,000)**

TOTAL SOFTWARE LICENSE FEE [10,11]	<u>$0</u>

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

1   *Personal Computers must meet the minimum hardware requirements for New World Systems' products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).*

2   *New World Systems' product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*

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

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

5   *Does not include any required 3rd party hardware or software.*

6   *Application may require a separate Server.*

7   *Requires Lantronix UDS 1100 not included in this proposal.*

8   *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software. Includes state-specific standard forms developed by New World. Additional forms can be provided for an additional fee.*

9   *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*

10   *Prices assume that all software is licensed.*

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

<u>EXHIBIT B</u>
<u>PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES</u>

<u>FOR UPGRADING MSP CAD TO ENTERPRISE CAD</u>

1. **Project Management Services**

We shall act as Project Manager to assist **Customer's** management in implementing the upgrade to Enterprise CAD software as defined in Exhibit A. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) A summary level Implementation Plan;
- b) A detail level Implementation Plan;
- c) Revised Implementation Plans (if required);
- d) Project status meetings
  - A project review (kickoff) meeting at **Customer's** location
  - Progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
  - A project close-out meeting at **Customer's** location to conclude the project.
- e) If necessary, consultation with other vendors or third parties. **Customer** is responsible for managing all contacts with third parties.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 9 months after the Effective Date. For this specific project, these fees are being provided to Customer's at a discounted rate.

2. **Implementation and Training Support Services for Pre-configured Standard Software**

Based on the Licensed Standard Software listed on Exhibit A, up to **20** days of Project Management, implementation, and training support services have been allocated for this project. Additional services requested or required shall be billed at the existing Daily Rate then in use for **Customer**. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **Tyler** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **Tyler's** out-of-pocket costs and lost revenues. The proposed implementation and training support services for pre-configured Standard Software include:

- a) Implementation of each package of Licensed Standard Software; and
- b) **Customer** training using a train-the-trainer approach and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services provided by **Tyler** may be performed at **Customer's** premises and/or at **New World** headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

The implementation services proposed are based on using **Customer's** existing ESRI map files and not requiring any additional work (to update maps) for use with the Enterprise CAD standard software.

3. **Interface and Fixed Installation Service**

Tyler shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

a) 911 Interface
b) State/NCIC
c) On-Line CAD Interface to State/NCIC
d) CAD/Mobile NCIC Parsing
e) Response Plans
f) Interface Go-Live Support
g) Interface Post-Live Support

4. Message Switch Operating System Assurance Service

Tyler shall provide Message Switch Operating System Assurance. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. On-site installation is required. **Customer** will be responsible for the actual travel expenses and time.

a) Message Switch Operating System Assurance Services:

Operating System Assurance and Software Installation Services:
- Reconfiguration at Go-Live from MSP CAD to CAD Enterprise.NET-Configure system variables (i.e., operating system, interfaces, etc.)
- Migrate all application software and agency data

5. Additional Services Available

If **Customer** requests or requires additional work products not included above, the services listed below are not included in the Exhibit AA costs. Other **Tyler** services and costs will be required for the following:

a) Additional software training;
b) Additional go-live support services;
c) Implementation of High Availability Environment;
d) Advanced GIS Consulting Service/Data Development;
e) Additional message switch configuration;
f) Changing of default server names for an New World server;
g) Implementation of any NG911 services
h) Implementation of Custom Interfaces;
i) Tailoring or re-configuration of Licensed Standard Software by our technical staff and/or consultation with our technical staff;
j) consultation with other vendors or third parties, if required;
k) Modifying the Licensed Standard Software;
l) Designing and programming Licensed Custom Software;
m) Maintaining modified Licensed Standard Software and/or custom software; and

Customer may request these additional services in writing using **Tyler's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **Tyler** and will be provided at the standard Daily Rate currently in use for **Customer**).

6. Travel Costs

Travel costs by **Tyler** employees are **Customer's** responsibilities and will be billed as incurred.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

Tyler will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **Customer** prior to **Tyler** beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the conversion effort based on the revised estimate.

2. This conversion effort includes data coming from one unique database or source, not multiple sources.

3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **Tyler**.

Tyler Responsibilities

1. **Tyler** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **Tyler** will commence until **Customer** approves this document.

2. **Tyler** will provide the data conversion programs to convert **Customers** data from a single data source to the **Tyler** Licensed Standard Software for the specified files that contain 500 or more records.

3. As provided in the approved project plan for conversions, **Tyler** will remotely conduct the following:

   a. Conversion Analysis,
   b. Assistance for Mapping and Testing, and
   c. Conversion Go-Live Implementation and Support

4. **Tyler** will provide **Customer** up to three (3) test iterations of converted data. One test iteration consists of:

   a. Running a conversion test in the **Customer's** test environment,
   b. **Customer** reviewing a conversion test and responding in writing to **Tyler** (see **Customer** responsibilities paragraph 3 below),
   c. **Tyler** correcting or otherwise responding to issues to issues discovered and reported by **Customer**,
   d. **Tyler** conducting internal testing to verify corrections, and
   e. **Tyler** and **Customer** planning for the next test iteration and/or the live implementation.

5. **Tyler** will provide warranty coverage for any conversion-procedure-related issue reported by **Customer** to **Tyler** within thirty (30) days after the conversion is run in the live database.

Piedmont PD, CA
1038-16A1A 0121 Tyler-Piedmont Addendum
executable

Exhibit F / DATA FILE CONVERSION ASSISTANCE

<u>Customer Responsibilities</u>

1. The **Customer** will extract data from the legacy system to submit to **Tyler**. Data will be submitted to **Tyler** in one or more of the following formats:

   a. AS/400 files (SAV files),
   b. Microsoft SQL Server database,
   c. Microsoft Access database,
   d. Microsoft Excel spreadsheet,
   e. Visual Fox Pro database or similar format (.dbf files),
   f. An ASCII-format delimited text file (including embedded column headings and text delimiters), or
   g. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

   Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

   In the event that **Customer** requests data extraction assistance from **Tyler**, data extraction services shall be billed at the Daily Rate.

2. **Customer** will respond to each test iteration in writing, on a form provided by **Tyler**, either:

   a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
   b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

   Up to three (3) test iterations are provided as part of the Data Conversion Process. After the third (3rd) test iteration, **Customer** shall pay $2,500 for each additional test iteration. **Customer** will promptly review each test iteration when delivered by **Tyler**. Prompt **Customer** review will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. A data dictionary (data descriptors) containing all data elements must be provided to **Tyler** for each file submitted with the media.

4. As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **Tyler** staff is on site regarding conversions. Roughly a one to one ratio exists for **Customer** commitment and the **Tyler** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.

5. **Customer** agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

<u>**Files to be Converted:**</u>

<u>**Multiple Application Database**</u>

- CAD / Call for Service

EXHIBIT H
DECISION SUPPORT SYSTEMS (DSS) IMPLEMENTATION SERVICES

Standard Implementation package

Tyler will provide **Customer** with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. **Customer** is responsible for ensuring that appropriate command level personnel/decision makers are available for this session.

b) Solution design and review sessions to document and collaboratively design reporting cubes and dashboards to assist with data needs and decision making as discussed during the consultative session(s). **Customer** sign off will be required on agreed upon requirements of reporting cubes and dashboards.

c) Installation and configuration of DSS software.

d) Training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.

e) Installation of **Customer** specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Standard package includes up to 4 reporting cubes or dashboards.

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and <u>City of Piedmont, CA</u> (**Customer**) supersedes the agreement dated December 2012, beginning on the start date of 4/1/16 and sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) <u>4/1/16</u> to (end date) <u>3/31/21</u>.

2. Services Include

The following services or features are available under this SSMA:

(a)   Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).

(b)   Temporary fixes to Licensed Standard Software (see paragraph 6 below). Software fixes will be delivered electronically.

(c)   Revisions to Licensed Documentation. Documentation will be delivered electronically.

(d)   Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).

(e)   Invitation to and participation in user group meetings.

(f)   Emergency 24-hour per day telephone support, for Aegis CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Aegis CAD phone support will be provided via beeper and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation. Includes

(g)   ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. In the case of a request to add software, maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a)   situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;

(b)   situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;

(c)   requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

Application Package		Number of Modules
1. *Aegis®*	Computer Aided Dispatch (CAD)	29
2. *Aegis®*	Law Enforcement Records Software	20
3. *Aegis®*	Fire Records Software	6
4. *Aegis®*	Public Safety Interface Software	3
5. *Aegis®*	Mobile Management Server Software	3
6. *Aegis®*	Mobile Software on the RS6000	4
7. *Aegis®*	Mobile Client Laptop Software	7
8. *Aegis®*	Mobile Software on the 400 or MSP Server	2
9. *Aegis®*	ESRI Embedded Applications - New	1
10. *Aegis®*	ESRI Embedded Applications - Upgrade	2

ANNUAL
MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
4/1/2016 to 3/31/2017	$83,641 *Note 1	3/15/2016
4/1/2017 to 3/31/2018	$83,641 *Note 1	3/15/2017
4/1/2018 to 3/31/2019	$83,641 *Note 1	3/15/2018
4/1/2019 to 3/31/2020	$83,641 *Note 1	3/15/2019
4/1/2020 to 3/31/2021	$83,641 *Note 2	3/15/2020

1.   Includes 40 hours of Support Services at $135/Hour for the Period Covered. Any unused prepaid support hours will carryover once into the following annual PSMA period. Unused carryover hours expire the earlier of 12 months from carryover or the end of the PSMA contract period.

2.   Support Services are defined on your original Exhibit B. Travel costs are not included. The hours to be provided at schedules mutually agreeable to Customer and New World.

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Standard Software License and Services Agreement executed by Customer and New World dated January 14, 2002.

ACCEPTED BY: ACCEPTED BY:

Customer: City of Piedmont, CA   **New World Systems Corporation**

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Piedmont, CA

Licensed Application Software

At November, 2015

1. **Aegis® Computer Aided Dispatch (CAD)**
   - LE CAD - Multi Jurisdiction MSP
     - Base
     - CAD Messaging Module
     - Call Scheduling Module
     - Call Stacking Module
     - Dispatch Questionnaire Module
     - Geo-File Verification Module
     - Hazard and Location Alerts Module
     - Interface to Aegis® Law Enforcement Records Module
     - Note Pads Module
     - Unit Control Panel Module
     - Unit Recommendation Module
   - Combined LE/Fire/EMS CAD MSP
     - Base
     - CAD Messaging Module
     - Call Scheduling Module
     - Call Stacking Module
     - Dispatch Questionnaire Module
     - Geo-File Verification Module
     - Hazard and Location Alerts Module
     - Interface to Aegis® Law Enforcement Records Module
     - Interface to Aegis® Fire Records Module
     - Note Pads Module
     - Rip-N-Run Module
     - Run Cards Module
     - Tone Alerts Module
     - Unit Control Panel Module
     - Unit Recommendation Module
   - CAD Mapping MSP
   - Briefing Notes CAD MSP (Includes BOLOs)
   - CAD AVL MSP

Piedmont, CA

Licensed Application Software
At November, 2015

2. **Aegis® Law Enforcement Records Software**
   - LE Records Single Jurisdiction Base MSP
     - Base
     - Accidents Module
     - Arrest Module
     - Business Registry Module
     - Case Processing Module
     - Computer Aided Investigations Module
     - Federal Reports (UCR/IBR) Module
     - Geo-File Verification Module
     - Impounded Vehicles Module
     - Incident Tracking Module
     - Jacket Processing Module
     - Personnel / Education Module
     - Property Module
     - Traffic Tickets and Citations Module
     - Wants and Warrants Module
   - LE Records Federal & State Compliance MSP
   - Field Investigations MSP
   - Case Management MSP
   - Alarms Tracking and Billing MSP
   - Data Analysis Mapping & Management Reporting MSP

3. **Aegis® Fire Records Software**
   - Fire Records Base Package MSP
   - Fire Vehicle Tracking and Maint. MSP
   - Fire Permits MSP
   - Fire Equipment Tracking and Maint. MSP
   - Fire Inventory MSP
   - Fire NFIRS 5.0 Electronic Reporting MSP

4. **Aegis® Public Safety Interface Software**
   - State/NCIC Interface MSP
   - On-Line CAD Interface to State/NCIC MSP
   - E-911 Interface MSP

5. **Mobile Management Server Software**
   - Field Reporting Server
   - Data Merge to Aegis/MSP LE Records
   - Base CAD/NCIC/Messaging

6. **Mobile Software on the RS6000**
   - Base Message Switch to NCIC
   - RS/6000 State/NCIC Interface
   - New World CAD Interface for Aegis/MSP
   - AVL Interface

Piedmont, CA

Licensed Application Software
At November, 2015

7. **Mobile Client Laptop Software**
   - LE Field Reporting   5 User(s)
   - LE Accident Field Reporting   5 User(s)
   - LE Accident Field Reporting Compliance   5 User(s)
   - LE Field Reporting Compliance   2 User(s)
   - In Car Mapping   5 User(s)
   - New World AVL   5 User(s)
   - In-Car Routing   5 User(s)
8. **Mobile Software on the 400 or MSP Server**
   - AVL CAD Interface
   - MDT/MCT Base CAD/RMS Interface
9. **Aegis® ESRI Embedded Applications**
   - ArcGIS Runtime Mobile In-Car
10. **Aegis® ESRI Embedded Applications**
    - ArcGIS Runtime Desktop
    - ArcGIS Advanced Enterprise Server Integration

ADDENDUM

This Addendum is made as of the last signature date set forth below ("Addendum Effective Date") by and between Tyler Technologies, Inc., a corporation in good standing under the laws of Delaware, with offices at One Tyler Drive, Yarmouth, ME 04096 ("Tyler"), and the customer identified in the signature block (the "Customer").

WHEREAS, Customer selected New World Systems Corporation ("New World") to provide certain software and related services pursuant to a January 14, 2002 Standard Software License and Services Agreement, a January 21, 2016 Additional Software License Agreement, and a New World Systems Corporation Standard Software Maintenance Agreement executed herewith (the "Agreements"); and

WHEREAS, on November 16, 2015, New World merged with and into Tyler, with Tyler being the surviving entity (the "Merger"), and Tyler and Customer desire to update the Agreements with this Addendum.

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

1. Effective as of the Merger, Tyler became the successor-in-interest to New World and assumed all rights and obligations of New World under the Agreements.

2. All references in the Agreements to "New World," "NWS," or other similar naming conventions shall now be understood to refer to Tyler.

3. Until further notified by Tyler, the location of Customer's payments as set forth in the Agreements remains unchanged. Where Customer is required to provide notice under the Agreements, that notice shall be provided to:
   > Tyler Technologies, Inc.
   > One Tyler Drive
   > Yarmouth, ME 04096
   > Attention: Associate General Counsel

4. Tyler represents that the Tyler signatory to the Agreements and this Addendum is an authorized signatory, and that by such signature, Tyler is bound to the terms and conditions of the Agreements.

5. All other terms and conditions of the Agreements shall remain in full force and effect, and this Addendum shall be governed by and construed in accordance with those terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates set forth below.

Tyler Technologies, Inc.   **Customer Name: City of Piedmont, CA**

By:_____   By:_____

Name:_Greg Sebastian_____   Name:_____

Title:_President, Public Safety Division___   Title:_____

Date:_____   Date:_____

                                           Customer Address:
                                           120 Vista Ave.
                                           Piedmont, CA 94611