



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the County Commissioners of Caroline County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland, with offices at 109 Market Street, Denton, MD 21629 ("County").

WHEREAS, Tyler and the County are parties to a License Agreement with an effective date of January 30, 2004 (the "Agreement");

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

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

1. The "Deleted Standard Software" set forth in Exhibit 1 is hereby removed from the Agreement, and County's license thereto shall cease when the "Replacement Evergreen Standard Software" and "Added Standard Software", set forth in Exhibit 1 and hereby added to the Agreement, has been moved to a live production environment. Project management, implementation and training services associated with the upgrade will be provided according to the terms of Schedule(s) 1 to Exhibit 2.
2. The following payment terms shall apply:
 - a. Additional software fees as set forth in Exhibit 1 will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees (including Esri) for the Replacement Evergreen Standard Software will remain unchanged from the Deleted Standard Software.
 - c. Associated maintenance and support fees for the Added Standard Software listed in Exhibit 1 will be waived through June 30, 2018. Maintenance for the period July 1, 2018 through June 30, 2019 is listed on the Investment Summary and will be invoiced in a lump sum together with County's then-current maintenance and support fees for previously licensed software. On an annual basis thereafter, Tyler will invoice County its then-current annual maintenance and support fees.
 - d. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - e. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service.
 - f. Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the Effective Date.
 - g. *Conversions*: Fixed-fee conversions are invoiced 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data.
 - h. *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

Third Party Software Maintenance (excluding Esri): The first year maintenance for the Third Party Software will be invoiced when we make the Third Party Software available to you for downloading.

Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.

- i. Travel expenses shall be invoiced as incurred, as applicable.

- 3. The Agreement has been modified to include the following term:

Non-Appropriations. If the County Commissioners for Caroline County, Maryland fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. All other terms and conditions of the Agreement shall remain in full force and effect.

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

ATTEST:

COUNTY COMMISSIONERS OF
CAROLINE COUNTY, MARYLAND

Jennifer M. Farina
Administrative Coordinator

Larry C. Porter, President

Approved for Legal Sufficiency:

Heather L. Price, County Attorney

TYLER TECHNOLOGIES, INC.

Signature
Greg Sebastian
President, Public Safety Division

Date



Exhibit 1
Investment Summary

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Investment Summary
CAROLINE COUNTY, MD
November 14, 2017

Tyler Software and Services

A. License Fees		\$22,000
1) Licensed Standard Software	\$126,740	
2) Less Evergreen Discount	(104,740)	
B. Professional Services		71,510
C. Third Party Products and Services		17,850
D. Travel and Living Expenses (Estimate)		24,000
	TOTAL ONE TIME COST	<u>\$135,360</u>

Maintenance

E. Maintenance and Support Fees		
1) Maintenance and Support Services:		
Includes Emergency 24/7 Maintenance for CAD only		
No Charge Maintenance from Effective Date through June 30, 2018:		No Charge
Maintenance for period of July 1, 2018 - June 30, 2019:		5,985

NOTE: Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, we reserve the right to adjust its prices accordingly. Prices do not include hardware servers or workstations.

CAROLINE COUNTY, MD
New World MSP to Enterprise CAD Upgrade

November 14, 2017

A. LICENSE FEES		
ITEM	DESCRIPTION	INVESTMENT

DELETED STANDARD SOFTWARE

CAD

(Workstations included in CAD Base - 6)

1. New World MSP Combined LE/Fire/EMS CAD

- 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 New World LE Records
- Access to New World Fire Records
- Note Pads
- Rip-N-Run Remote Printing
- Run Cards/Response Plans

2. Additional New World MSP Software for Computer Aided Dispatch

- BOLOs
- Service Vehicle Rotation (Wrecker, Ambulance)

3. New World MSP Third Party CAD Interface Software

- CAD Paging Interface
Supports SNPP, SMTP, Standard TAP, WCTP
- E-911 Interface
- On-Line Modules
 - On-Line CAD Interface to State/NCIC
Includes state-specific standard forms
 - Netclock/2 Interface
 - Pre-Arrival Questionnaire Interface (3 questionnaire(s) - EMD, Fire, Police)
Supports ProQA for Fire, EMD, Police; ProQA Paramount for Fire, EMD, Police; APCO Meds & Advisor, PowerPhone
 - Encoder Interface
Supports Zetron Models 25, 26, Zetron IP-based FSA

4. Additional CAD Workstations

- 1 workstation

REPLACEMENT EVERGREEN STANDARD SOFTWARE

CAD

5. New World Enterprise Combined LE/Fire/EMS CAD	\$50,740
- 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 New World LE Records	
- Access to New World Fire Records	
- Note Pads	
- Proximity Dispatch (Requires CAD AVL and Mobile)	
- Rip-N-Run Remote Printing	
- Run Cards/Response Plans	
6. Additional New World Enterprise Software for Computer Aided Dispatch	
- BOLOs	6,000
- Service Vehicle Rotation (Wrecker, Ambulance)	7,000
7. New World Enterprise Third Party Interface Software	
- CAD Paging Interface	7,000
<i>Supports SNPP, SMTP, Standard TAP, WCTP</i>	
- E-911 Interface	7,000
- On-Line CAD Interface to State/NCIC	6,000
<i>Includes state-specific standard forms</i>	
- Pre-Arrival Questionnaire Interface (3 questionnaire(s) - EMD, Fire, Police)	7,000
<i>Supports ProQA for Fire, EMD, Police; ProQA Paramount for Fire, EMD, Police; APCO Meds & Advisor, PowerPhone</i>	
- Encoder Interface	7,000
<i>Supports Zetron Models 25, 26, Locution, WestNet First In, Zetron IP-based FSA</i>	
8. Communications Server to State/NCIC	7,000
- State/NCIC Interface	

SUB-TOTAL CAD MODULES	\$104,740
------------------------------	------------------

ADDED STANDARD SOFTWARE

CAD

9. New World Enterprise Third Party Interface Software

- Fire Records Interface (one-way interface) 12,000
*Supports Firehouse (Requires ACS Firehouse CAD monitor, not included),
 High Plains, Sunpro, ImageTrend, ESO, Emergency Reporting*

SUB-TOTAL CAD MODULES	\$12,000
------------------------------	-----------------

DECISION SUPPORT SOFTWARE

10. CAD Data Mart

- Includes 2 users 2,000

CAD Dashboards 8,000

SUB-TOTAL DECISION SUPPORT MODULES	\$10,000
---	-----------------

11. Workstation License Included

STANDARD NEW WORLD SOFTWARE LICENSE FEE **\$126,740**

LESS EVERGREEN DISCOUNT **(104,740)**

TOTAL TYLER SOFTWARE LICENSE FEES DUE	\$22,000
--	-----------------

Note: Other than for Mobile Software, a Workstation License for up to 10 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:
 - Caroline County, MD

B. PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	INVESTMENT

PROFESSIONAL SERVICES

1. Project Management Services as required: \$5,760
 - Project Management
 - Overall consultation and communication
 - Monthly status reports and project updates throughout the duration of the project
 - Implementation Plan

2. Enterprise CAD Fixed Implementation Services Fees 19,800

Software Tailoring and Set Up	6,600	
User Education and Training	6,600	
* Training services for up to 40 staff members		
Go Live Support	6,600	
*Assumes single dispatch center or command center Go Live approach		

3. Systems Assurance and Software Installation		15,520
New World Enterprise Standard Environment	13,200	
- Configure application servers		
- Consult on connectivity to new or existing Windows environment		
- Verify operating system and SQL configuration		
- Verify workstation configuration		
Message Switch Staging to include:	2,320	
- Install and configure message switch software		
- Configure system variables (i.e., operating system, interfaces, etc.)		
4. Fixed Installation Service Fees:		21,680
- 911 Interface	880	
- State/NCIC	4,400	
- On-Line CAD Interface to State/NCIC	1,760	
- CAD Pager Interface	440	
- Pre-Arrival Questionnaire Interface	880	
- Encoder Interface	440	
- Fire Records Interface	2,320	
- Interface Go-Live Support	880	
- Interface Post-Live Support	880	
GIS Implementation		
- New World Enterprise	8,800	
5. Decision Support Software Implementation Services: (CAD)		4,350
- Installation of standard library components (cubes and dashboards)		
- Training with data and reporting cubes		
- Training on use of data mart for custom report building		
- Requires up to 2 on-site trips - remaining work will be completed remotely		
6. Data File Conversion Pricing Estimates		
<u>Multiple Application Database</u>		
- CAD / Call for Service		4,400
TOTAL IMPLEMENTATION SERVICES		\$71,510

C. THIRD PARTY PRODUCTS AND SERVICES		
ITEM	DESCRIPTION	INVESTMENT
1. THIRD PARTY PRODUCTS AND SERVICES		
THIRD PARTY SOFTWARE		
a. GIS Software		
	CAD	\$6,500
	- Esri 10.2	6,500
	Server (1 unit)	
	CAD (7 units)	
THIRD PARTY HARDWARE		
b. Hardware, System Software & Services		
	Message Switch (3 year warranty)	11,350
		11,350
TOTAL THIRD PARTY PRODUCTS AND SERVICES		\$17,850

D. TRAVEL AND LIVING EXPENSES (Estimate)		
ITEM	DESCRIPTION	INVESTMENT
1. TRAVEL AND LIVING EXPENSES (Estimate)		
	Estimated 12 trips at \$2,000 per trip.	\$24,000
TOTAL ONE TIME COST		<u>\$135,360</u>

E. MAINTENANCE AND SUPPORT FEES		
ITEM	DESCRIPTION	INVESTMENT
1. MAINTENANCE AND SUPPORT AGREEMENT (Year 1 Cost):		
Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will begin on July 1, 2018. (Includes Exhibit A Esri Integration for the Esri software that is part of Exhibit A Licensed Software.)		
	No Charge Maintenance from Effective Date through June 30, 2018:	No Charge
	Maintenance for period of July 1, 2018 - June 30, 2019:	\$5,985

PRICING VALID THROUGH DECEMBER 29, 2017.

Pricing Assumptions

Personal Computers must meet the minimum hardware requirements for New World 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).

New World 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 Tyler.

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

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

Does not include any required 3rd party hardware or software unless specified in Section C of this Investment Summary. Customer is responsible for any 3rd party support.

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.

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

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

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

Requires West hardware at each workstation responding to texts; not included in proposal.

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

Configuration and end user training for Decision Support Software to occur after Customer has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.



TYLER TECHNOLOGIES

Public Safety Hardware Proposal - Standard Message Switch

MESSAGE SWITCH	
SYSTEM HARDWARE	INVESTMENT
IBM POWER 8 Model S814 8286-41A - 4U Form Factor	\$8,950
- PCIe2 LP 4-Port 1GbE Adapter	
- (2) 300GB 15K-RPM SFF SAS Disk Drives	
- Primary OS - AIX	
- 16GB System Memory	
- Power GXT145 Graphics Adapter	
- (2) 900W AC Power Supplies (Primary & Redundant)	
- SATA Slimline DVD-RAM (System Backup)	
- (2) 6' Power Cords, 125V, 15A - Plug Type #4	
- Chassis with One Processor Planar	
- 4 Core 3.02GHz POWER 8 Processor Module	
- (2) Factory Deconfiguration of 1-Core	
- Language Group Specify - US English	
- Rack-mount Rail Kit	
- SanDisk Ultra Fit - 64GB USB Flash Drive (System Backup)	
Total System Hardware	\$8,950
SYSTEM SOFTWARE	INVESTMENT
IBM POWER 8 Model S814 8286-41A	
- IBM AIX 7.2 Standard Edition	N/C
- Per Processor Activation, 2 Core	400
- DVD Process Charge	350
Total System Software	\$750
IBM SERVICES	INVESTMENT
IBM POWER 8 Model S814 8286-41A	
- 3 Year HW/SW Maintenance, 24X7X4 WSU	\$1,650
Total IBM Services	\$1,650
TOTAL INVESTMENT	<u>\$11,350</u>



Exhibit 2 Upgrade Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software; and
- b) Training you or assisting with your training on the Tyler Software.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

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

3. Interface and/or Fixed Installation Services

We shall provide interface and/or fixed installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and

Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your.NET server(s).

- a) Hardware Quality Assurance Services (Standard Environment):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of our Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

- a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
- Unpack and assemble hardware
 - Verify core hardware functionality (network/video/storage devices/usb)
 - Install and update AIX Operating System
 - Install and update applicable system manual pages
 - Set AIX environment variables
 - Build system user-ids and applicable authorizations
 - Install and stage message handler and compilers
 - Verify and allocate disk space
 - Mirror hard drives and boot sequencing
 - Migrate all Message Switch data from the old server to the new server
 - Configure devices on the new server (Ethernet cards, print queues, tty's, etc.)
 - Verify all scripts are adjusted for new machine
 - Migrate all source code from old machine to the new machine
 - Compile New World Message Switch programs
 - Assure Message Switch operation in the live environment
 - Adjust any tables as needed during the assurance phase
 - Setup automatic "cron" jobs
 - Complete full system and log backups
 - Perform any necessary administrator training

6. Decision Support Systems (DSS) Implementation Services

We will provide you 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. You are 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 analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site 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 your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).



Exhibit 2
Schedule 1
Data File Conversion Assistance

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

General

1. This conversion effort includes data coming from the New World database, not multiple sources.
2. 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 you prior to providing the data to us.

Our Responsibilities

1. We will create and provide you with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by us will commence until you approve this document.
2. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software.
3. As provided in the approved project plan for conversions, we will schedule on-site trip(s) to your location in order to conduct the following: Conversion Go-Live Implementation and Support

You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

County Responsibilities

1. You will give us access to your current MSP database for extraction of data.
2. As provided in the project plan for conversions, you will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one to one ratio exists for your commitment and our commitment. You understand that thorough and timely testing of the converted data by your personnel is a key part of a successful data conversion.
3. You agree to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Files to be Converted:

New World MSP CAD / Call for Service to New World Enterprise CAD Calls for Service.