



ESR AMENDMENT # 10-207-A1

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 Mendocino County Sheriff's Office, with offices at 589A Low Gap Road, Ukiah, CA 95482 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of November 30, 2010 (the "Agreement");

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

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

1. The "Deleted Standard Software" set forth in Exhibit 1, Schedule 1, is hereby removed from the Agreement, and Client's license thereto shall cease when the replacement Tyler Software set forth in Exhibit 1 and identified as Enterprise Upgrade ("Replacement Standard Software") is hereby added to the Agreement and 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 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 Standard Software will remain unchanged from the Deleted Standard Software. Associated maintenance and support fees for any additional Tyler Software listed in Exhibit 1 will be invoiced on a pro rata basis for the period beginning on the first day of the month following the Amendment Effective Date through the end of the current maintenance term and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. On an annual basis thereafter, Tyler will invoice Client its then-current annual maintenance and support fees. Tyler will not increase annual maintenance fees on the additional Tyler software by more than 5% per year in years two through five.
 - c. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary. The rate for implementation and training and go-live hours is \$145 per hour. The rate for Project Management and for services relating to custom interfaces is \$160 per hour.
 - d. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the Amendment Effective Date.
 - e. Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - f. Not including Client's current maintenance and support fees, the total additional fees under this Amendment during year one shall not exceed \$93,625 (reflecting totals for additional Tyler Software, services, Third Party Products and first-year maintenance) not including additional travel expenses.
 - g. Travel expenses shall be invoiced as incurred, as applicable. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit 2 at Schedule 2. Copies of receipts will be

provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

3. The word "CONFIDENTIAL" at the bottom of pages 2-42 is stricken from the Agreement.
4. Paragraph 15.1 is replaced in its entirety with the following:

15.1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

15.1.2 Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

15.1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section 15.1.2 at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

15.1.4 Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

5. Tyler and Client are parties to a Standard Software Maintenance Agreement attached as Exhibit 3 for Client's convenience.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

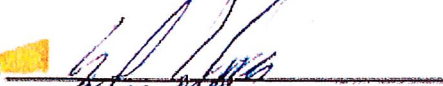
7. All other terms and conditions of the Agreement shall remain in full force and effect.

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.

Tyler Technologies, Inc.

Mendocino County Sheriff's Office

By: 

By: 

Name: ~~Greg Sebastian~~ Bryan Proctor

Name: Matthew Kendall

Title: ~~President~~ SVP Public Safety Division

Title: Under Sheriff

Date: 3/13/19

Date: 3-8-19

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

SHERIFF

DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: see previous page

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

PH:

EM:

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY OF MENDOCINO

By:

Carrie Brown, Chair
BOARD OF SUPERVISORS

Date: MAR 27 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By:

Deputy

MAR 27 2019

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By:

Deputy

MAR 27 2019

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By:

Deputy

Date: 3-8-19

INSURANCE REVIEW:

By:

Risk Management

Date: 3-12-19

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO

Date: 3-12-19

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____



Exhibit 1

Amendment Investment Summary

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

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Sales Quotation For
 Mendocino County Sheriff Department
 589A Low Gap Rd
 Ukiah, CA 95482-3734
 Phone: +1 (707) 463-4411

Date: 11/15/2018
 Quote Expiration: 6/30/2019
 Quote Name: Mendocino County - Enterprise CAD Upgrade
 Quote Number: 2018-25121-2
 Quote Description: Enterprise CAD Migration

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Computer Aided Dispatch					
New World Enterprise Upgrade Combined LE/Fire/EMS CAD	\$0	0	\$0	\$0	\$0
Enterprise Upgrade CAD Auto Routing	\$0	0	\$0	\$0	\$0
Enterprise Upgrade CAD AVL	\$0	0	\$0	\$0	\$0
Enterprise Upgrade Service Vehicle Rotation (Wrecker, Ambulance)	\$0	0	\$0	\$0	\$0
Enterprise Upgrade Web CAD Monitor	\$0	0	\$0	\$0	\$0
Enterprise Upgrade E-911 Interface	\$0	0	\$0	\$0	\$0
Enterprise Upgrade On-Line CAD Interface to State/NCIC	\$0	0	\$0	\$0	\$0
Other Software					
CAD Data Mart / Includes 2 users	\$4,000	0	\$0	\$4,000	\$640
Law Enforcement Records Management Data Mart / Includes 2 users	\$4,000	0	\$0	\$4,000	\$640
Workstation License	\$0	0	\$0	\$0	\$0
Sub-Total:	\$8,000		\$0	\$8,000	\$1,680
TOTAL:	\$8,000	0	\$0	\$8,000	

Services				
Description	Quantity	Unit Price	Unit Discount	Extended Price
Enterprise Upgrade Web CAD Monitor Installation Fee	1	\$440	\$0	\$440
Project Management	1	\$6,400	\$0	\$6,400
Standard System Assurance and Software Installation (2 environments)	1	\$9,280	\$0	\$9,280
Decision Support Software Implementation Fee	2	\$8,700	\$0	\$8,700
Enterprise CAD Upgrade Implementation Services including Software Tailoring and Set-up, Training, and Go-Live Support	1	\$19,800	\$0	\$19,800

Enterprise Upgrade Message Switch Installation Support	1	\$4,400	\$0	\$4,400
Enterprise Upgrade Migrate CMS Interfaces	1	\$1,760	\$0	\$1,760
Enterprise Upgrade Migrate LERMS Interfaces	1	\$1,760	\$0	\$1,760
Enterprise Upgrade NCIC Parsing (CAD)	1	\$2,640	\$0	\$2,640
Enterprise Upgrade GIS Implementation Fee	1	\$8,800	\$0	\$8,800
Enterprise Upgrade Data File Migration / CAD/Calls for Service	1	\$4,400	\$0	\$4,400
Enterprise Upgrade Interface Go-Live Support	1	\$880	\$0	\$880
Enterprise CAD Upgrade Additional Go-Live Support (per Agency)	1	\$3,300	\$0	\$3,300
Enterprise Upgrade Interface Post-Live Support	1	\$880	\$0	\$880
Enterprise Upgrade E-911 Interface Installation Fee	1	\$880	\$0	\$880
Enterprise Upgrade On-Line CAD Interface Installation Fee	1	\$1,760	\$0	\$1,760
TOTAL:				\$76,080

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Year One Maintenance
Esri Version Upgrade	1	\$6,500	\$6,500	\$1,365	\$1,365
3rd Party Hardware Sub-Total:			\$0		\$0
3rd Party Software Sub-Total:			\$6,500		\$1,365
TOTAL:			\$6,500		\$1,365

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$8,000	\$1,680
Total Tyler Services	\$76,080	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$6,500	\$1,365
Travel and Living Expenses	\$24,000	
Summary Total	\$114,580	\$3,045

Assumptions

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

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

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

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

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

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to 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.

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

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

CAD Maintenance includes 24/7 Support.

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

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

Unless a Workstation License is included, New World CAD includes 6 licenses.

Configuration and end user training for Decision Support Software to occur after Client 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.

ESRI

Server -1

CAD-25

Mobile-24

Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.

Other than for Mobile Software, a Workstation License for up to 25 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Mendocino County Sheriff's Office
- Ukiah Police Department
- Fort Bragg Police Department
- Willits Police Department
- Mendocino County Jail
- Mendocino County Task Force
- Ukiah Fire Department
- Willits Fire Department
- Mendocino County District Attorney
- Mendocino County Welfare Department
- Mendocino County Juvenile Hall



**Exhibit 1
Schedule 1
Deleted Standard Software**

CAD

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

- CAD Mapping
- CAD Auto Routing
- CAD AVL
- Data Analysis/Crime Mapping/Management Reporting
- Service Vehicle Rotation (Wrecker, Ambulance)
- Web CAD Monitor

3. New World MSP Third Party CAD Interface Software

- E-911 Interface

On-Line Modules

- On-Line CAD Interface to State/NCIC

Includes state-specific standard forms



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 Amendment 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 Amendment 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 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



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 provide the data conversion programs to convert your data from a single data source to the Tyler Software.
2. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. You will give us access to your current MSP database for extraction of data.
2. You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

Files to be Converted:

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



Exhibit 2 Schedule 2 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Amendment-Mendocino County CA-Enterprise CAD Migration-JW 3.1.19 (2018-25121-2 11.15).doc

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit 3
Standard Software Maintenance Agreement

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NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation (New World)** and **Mendocino County, CA (Customer)** 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) 1/1/16 to (end date) 12/31/20.

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).
- (c) Revisions to Licensed Documentation.
- (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.
- (g) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard

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. 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:

<u>Application Package</u>	<u>Number of Modules</u>
1. <i>Aegis</i> ® Computer Aided Dispatch (CAD)	20
2. <i>Aegis</i> ® Law Enforcement Records Software	30
3. <i>Aegis</i> ® Fire Records Software	9
4. <i>Aegis</i> ® Public Safety Interface Software	8
5. <i>Aegis</i> ® Corrections Management Software	17
6. <i>Aegis</i> ® Photo Imaging Software	2
7. <i>Aegis</i> ® Mobile Management Server Software	3
8. <i>Aegis</i> ® Mobile Software on the RS6000	5
9. <i>Aegis</i> ® Mobile Client Laptop Software	15
10. <i>Aegis</i> ® Mobile Software on the 400 or MSP Server	2
11. <i>Aegis</i> ® Aegis Link Software	6
12. <i>Aegis</i> ® Site License	1
13. <i>Aegis</i> ® ESRI Embedded Applications - New	4

ANNUAL
MAINTENANCE COST: See Below

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
1/1/2016 to 12/31/2016	\$125,400 * Note 1	12/15/2015
1/1/2017 to 12/31/2017	\$129,160 * Note 1	12/15/2016
1/1/2018 to 12/31/2018	\$133,030 * Note 1	12/15/2017
1/1/2019 to 12/31/2019	\$137,020 * Note 1	12/15/2018
1/1/2020 to 12/31/2020	\$141,130 * Note 1	12/15/2019

- 1. Includes 40 hours of Support Services at \$140/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. After 90 days, New World may change the costs.

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 Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Mendocino County, CA

Name: Randy Stein

Title: CHIEF OF POLICE

Date: 12/22/15

ACCEPTED BY:

New World Systems Corporation

Name: J. J. Smith

Title: PRESIDENT

Date: 12-31-15

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.

Mendocino County, CA

Licensed Application Software

At July, 2015

1. Aegis® Computer Aided Dispatch (CAD)

- 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
- Service Vehicle Rotation MSP
- CAD Auto Routing MSP
- CAD AVL MSP
- Data Analysis/Crime Mapping/Mgt Reporting for CAD MSP

2. Aegis® Law Enforcement Records Software

- LE Records Multi-Jurisdictional 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
- Gun Permits MSP
- Case Management MSP
- Pawn Shops MSP
- Alarms Tracking and Billing MSP
- Property Room Bar Coding MSP
- Career Criminal Registry MSP
- Orders of Protection MSP
- Narcotics Management MSP
- Equipment Tracking MSP
- Vehicle Tracking MSP
- Gang Tracking MSP
- Data Analysis Mapping & Management Reporting MSP
- State Accidents Compliance MSP

Mendocino County, CA

Licensed Application Software

At July, 2015

3. **Aegis® Fire Records Software**
 - Fire Records Base Package MSP
 - Fire Vehicle Tracking and Maint. MSP
 - Fire Permits MSP
 - Data Analysis and Mapping/Mgt Reporting for Fire MSP
 - Fire Equipment Tracking and Maint. MSP
 - LOSAP Tracking and Reporting MSP
 - Fire Inventory MSP
 - Fire NFIRS 5.0 Electronic Reporting MSP
 - Fire NEMSIS Electronic Reporting MSP
4. **Aegis® Public Safety Interface Software**
 - State/NCIC Interface MSP
 - On-Line CAD Interface to State/NCIC MSP
 - On-Line Wants & Warrants Interface to State/NCIC MSP
 - On-Line Property Checks Interface to State/NCIC MSP
 - E-911 Interface MSP
 - VINE Interface MSP
 - Livescan Interface MSP
 - On-Line Global Subjects Interface to State/NCIC MSP
5. **Aegis® Corrections Management Software**
 - Corrections Management Base MSP
 - Base
 - Interface to Aegis® Law Enforcement Records Module
 - Bookings Module
 - Custody Tracking Module
 - Inmate Classification Module
 - Inmate Property Tracking Module
 - Inmate Tracking and Processing
 - Officer Equipment Tracking MSP
 - Corrections Compliance Federal & State Reporting MSP
 - Base
 - Federal and State Corrections Reporting Module
 - FBI Fingerprint Card Module
 - State Fingerprint Card Module
 - Bar Coding MSP
 - Data Analysis and Mapping for Corrections MSP
 - Commissary Interface MSP
 - Inmate Movement Tracking Bar Coding
 - Grievance Tracking MSP
6. **Aegis® Photo Imaging Software**
 - Digital Imaging MSP
 - Public Safety Mug Shots/Line-Ups MSP
 - Digital Imaging
7. **Mobile Management Server Software**
 - Field Reporting Server
 - Field Reporting Data Merge
 - Base CAD/NCIC/Messaging

Mendocino County, CA

Licensed Application Software
At July, 2015

8. **Mobile Software on the RS6000**
 - Base Message Switch to NCIC
 - RS/6000 State/NCIC Interface
 - New World CAD Interface for Aegis/MSP
 - Mobile Upload Software
 - AVL Interface
9. **Mobile Client Laptop Software**
 - LE State/NCIC via Switch 24 User(s)
 - Drivers License Mag Stripe Reader Interface 24 User(s)
 - LE Field Reporting 49 User(s)
 - LE Accident Field Reporting 49 User(s)
 - Mobile Upload of Field Reports 49 User(s)
 - LE CAD Via Switch 24 User(s)
 - LE Accident Field Reporting Compliance 49 User(s)
 - LE Field Reporting Compliance 49 User(s)
 - Fire CAD Via Switch (Messaging) 6 User(s)
 - Mugshot Images Download 24 User(s)
 - In Car Mapping 24 User(s)
 - New World AVL 30 User(s)
 - In-Car Routing 24 User(s)
 - Fire In Car Mapping 6 User(s)
 - Fire In Car Routing 6 User(s)
10. **Mobile Software on the 400 or MSP Server**
 - AVL CAD Interface
 - MDT/MCT Base CAD/RMS Interface
11. **Aegis® Aegis Link Software**
 - Web Inmate Query
 - Web Portal Case/Accident Report Download
 - Web CAD Monitor
 - Web Briefing Notes (includes BOLOs)
 - LERMS Query Services
 - Data Sharing Export
12. **Aegis® Site License**
 - Site License
13. **Aegis® ESRI Embedded Applications**
 - Mobile In-Car Mapping Integration
 - Mobile In-Car Routing Integration
 - CAD Workstations Integration
 - ArcGIS Standard Enterprise Server Integration