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SYSTEM PURCHASE AGREEMENT

TRITECH SOFTWARE SYSTEMS

FOR

THE CITY OF BRYAN, TEXAS

AND

BRAZOS COUNTY, TEXAS

**SYSTEM PURCHASE AGREEMENT
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SYSTEM PURCHASE AGREEMENT

Client: City of Bryan, Texas
Address: 801 East 29th Street
City, State, Zip: Bryan, TX 77803
Phone: (979) 209-5481
Contact Name: Bernie Acre

Client: Brazos County, Texas
Address: 205 East 27th St
City, State, Zip: Bryan, TX 77803
Phone: (979) 361-4409
Contact Name: Eric Caldwell

1.0 INTRODUCTION

1.1 This Agreement, is made by and between TriTech Software Systems, referred to as “TriTech”, with offices at 9477 Waples Street, Ste. 100, San Diego, California 92121, and the City of Bryan, Texas and Brazos County, Texas, who may be collectively referred to herein as “Client”, with reference to the following facts. TriTech and Client may also be referred to collectively as the “Parties”, or individually as a “Party”.

1.2 Client and Tiburon, Inc. (“Tiburon”), a TriTech affiliate, entered into certain software purchase agreements, software license agreements and software maintenance agreements for the purchase, upgrade and support of various Tiburon RMS systems, including certain upgrades under that certain System Implementation Terms and Conditions, dated as of April 23, 2015 (the “Implementation Agreement”); and

1.3 Client desires to discontinue the Tiburon upgrades under the Implementation Agreement and migrate to TriTech’s Inform applications as further defined in this Agreement.

1.4 This Agreement is for the purchase of an integrated Computer System (the “System”) consisting of a Records Management System (Inform RMS), including applicable Interfaces, software, equipment and services (the “Project”) as more fully described in this Agreement and the Addenda hereto.

1.5 Upon the signature of all Parties to this Agreement, the Parties agree that the

Implementation Agreement will be terminated and shall be without further force or effect.

1.6 In consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, Client and TriTech agree as follows:

2.0 ADDENDA

2.1 The following documents are attached as Addenda to this Agreement and incorporated by reference as though set forth in full:

- | | | |
|-----|---------------|---|
| (a) | Addendum A-1 | Statement of Work |
| (b) | Addendum A-2 | Number of TriTech Software Licenses, Installation and Shipping Instructions |
| (c) | Addendum A-3 | Interfaces |
| (d) | Addendum A-4 | TriTech Services, Support and Maintenance Fees, and Miscellaneous |
| (e) | Addendum A-5 | Equipment |
| (f) | Addendum A-6 | System Software |
| (g) | Addendum A-7 | Subcontractor Software, Hardware and Services, if applicable |
| (h) | Addendum A-8 | Payment Milestones and Contract Price Summary |
| (i) | Addendum A-9 | System Planning Document |
| (j) | Addendum A-10 | Certificate of Insurance |
| (k) | Addendum B | TriTech Master Three Party Source Code Escrow Agreement |
| (l) | Addendum C | Subcontractor Warranty, Support and Maintenance Agreements, if applicable |
| (m) | Addendum D | Subcontractor License Agreements, if applicable |
| (n) | Addendum E | Critical and Urgent Priority Software Errors |
| (o) | Addendum F | TriTech.com Subscription Service License & Use Agreement (if applicable) |

3.0 DEFINITIONS

3.1 “Acceptance” or “Accept” means the processes described in the ACCEPTANCE section of this Agreement.

3.2 “Archive Server” or “Reporting Server” means a Server or other storage unit on which Client’s data resides for archival purposes.

3.3 “Contract Price” means the total of the purchase price of the items as specified in Addendum A-8, including, as applicable, equipment, software licenses, services, fees, expenses and other items acquired under this Agreement, and if included as a line item in Addendum A-8, any applicable sales, use, value added, or other such governmental charges.

3.4 “Deliverable” means an item of equipment, software, services and other items acquired under this Agreement as listed in the addenda hereto.

3.5 “Delivery” with respect to the System means physical delivery of substantially all components of each Subsystem to the Designated Location. Delivery shall be deemed to have occurred despite the absence of incidental components provided that Installation of the Subsystem, training and system configuration can begin with the items then delivered. A separate Delivery shall occur with respect to each such Subsystem.

3.6 “Demonstration of Licensed Functionality (“DOLF”)” means the verification of configuration procedures for a Subsystem, conducted as described in the Statement of Work.

3.7 “Designated Location(s)” means the physical site(s) at which a Subsystem is Installed as specified in Addendum A-1, Statement of Work.

3.8 “Disaster Recovery Computer System” (with reference to the CAD System) means a server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Primary Computer System.

3.9 “Documentation” means any standard user manuals or other related instructional and/or reference materials, provided by TriTech or other Software Vendors, including on-line help information and Release Notes issued in connection with Updates. In case of a conflict between written documentation (user manuals or Release Notes in printed or CD-ROM format) and on-line help information, the printed and CD ROM documentation will control.

3.10 “Equipment” means the computer system equipment specified in Addendum A-5 of this Agreement. TriTech may substitute equipment for that specified in Addendum A-5 provided that such equipment will meet the requirements of the Specifications and this Agreement. (For Definitional purposes, Equipment (Addendum A-5) is differentiated from hardware supplied by Subcontractors (Addendum A-7).)

3.11 “Functional Acceptance Test (“FAT”)” means the pre-Go Live test process for a Subsystem as defined in the Statement of Work.

3.12 “Go Live” means the event that occurs when the Client first uses a Subsystem for Live Operations. A separate Go Live may take place with respect to each Subsystem, each Interface, and each Modification.

3.13 “Help Desk” means the TriTech function consisting of receiving calls from Client concerning System problems and assisting Client with respect to the manufacturers of Equipment, Software and other items acquired under this Agreement under the applicable warranties and/or maintenance support agreements.

3.14 “Installation” with respect to Subsystems means the process of running the Subsystem under a procedure to demonstrate basic interoperability of the applicable Subsystem components at the Designated Location for that Subsystem. “Installation”, with respect to the Modifications, means the process of running each Modification under a procedure to demonstrate basic interoperability with the applicable Subsystem at its Designated Location(s). “Installation”, with respect to the Interfaces, means the process of running each Interface under a procedure to demonstrate basic interoperability of the Interface with the applicable Subsystem and the hardware and/or Software with which it is interfaced at its Designated Location(s).

3.15 “Interface”, collectively or individually, means the interface software described in Addendum A-3.

3.16 “Live Operations” means use of a Subsystem (e.g., the TriTech Software less Interfaces and Modifications) as the primary means of performing its functions. Use of a Subsystem in parallel with Client’s existing system for a period not in excess of thirty (30) days where the existing system is the primary means of performing its functions and the Subsystem is being run in a test environment shall not be deemed Live Operations.

3.17 “Modifications” means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in the appropriate Statement of Work, Addendum A-1. The TriTech Software is not custom software, and as such, at TriTech’s discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all TriTech clients; or as applicable, made available as a separate module or function, separately licensed and priced.

3.18 “Object Code” means any instruction or set of instructions of a computer program in machine-readable form.

3.19 “Primary Computer System” means the live operations production system.

3.20 “Prime Contractor” means that TriTech shall (i) act as the central point of contact, providing project management services, including coordination and monitoring of all Subcontractor activities with respect to the Project, (ii) subcontract with certain Vendors that provide hardware, Software and/or services in connection with the Project (as more fully described in the Statement of Work), and (iii) pass through to Client warranties received from the Vendors thereof. Prior to Acceptance, should any Subcontractor hereunder be in default,

through no fault of Client or its agents, a third party, or an event of Force Majeure, TriTech shall either continue to perform the duties of the Subcontractor to fulfill the obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution. Provided, however, that in no event will TriTech's responsibility exceed the price for such Subcontractor's portion of the Contract Price.

3.21 "Project Implementation Support" means the services provided to the Client by TriTech during normal TriTech Business Hours, for implementation of the Project, including assistance with code files, prior to Go Live which services are managed by TriTech's Project Manager.

3.22 "Project Schedule" means the schedule developed in conjunction with the Statement of Work that provides the schedule for tasks to be completed by TriTech and the Client, and all Deliverable items to be provided by TriTech hereunder.

3.23 "Server" means a computer in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network. With respect to the CAD System, this term includes, without limitation, the Primary Computer System and the Disaster Recover Computer System.

3.24 "Software" means collectively or individually the computer programs provided under this Agreement, including, without limitation, the programs for each Subsystem.

3.25 "Software Error" means an error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event TriTech (or another Software Vendor) is unable to reproduce the Software Error at its facilities, TriTech will, at Client's request, visit Client's premises at Client's expense. If it is determined that the problem was caused by Equipment, Software, services, network or other items not supplied or not authorized by TriTech, Client shall reimburse TriTech for its labor costs for such on site visit, at TriTech's then current rates for consulting.

3.26 "Software Support" means Telephone Support, Software Error Correction, and Software Update services provided by TriTech (and/or other Software Vendors) for the Software, either under warranty or under an annual Software Support Agreement, as more fully described in said Agreement.

3.27 "Software Support Agreement" means collectively or individually agreements of that name (or a similar name) for the rendering of Software Support services entered into between the parties coincident with this Agreement and renewed from time to time thereafter.

3.28 "Source Code" means the original mnemonic or high-level statement version of Software.

3.29 "Specifications" means (i) the functional requirements and Functional Acceptance Test document(s) ("FAT") with respect to each Subsystem; (ii) the Interface Requirements Document ("IRD") and applicable acceptance test document for each Interface, or Operational Scenario Document(s) for each Modification; and (iii) the published specifications

for the Equipment, which documents are incorporated by reference herein as though set forth in full.

3.30 “Statement of Work” means the document that defines the implementation process for the Project, including specific tasks that are the responsibility of TriTech and the Client.

3.31 “Subcontractor” means one of the entities identified in the Statement of Work as subcontractors to TriTech, if applicable.

3.32 “Subcontractor Hardware” means the hardware supplied by a Subcontractor as part of its Subsystem, and identified in Addendum A-7, if applicable.

3.33 “Subcontractor Software” means software supplied by a Subcontractor as part of its Subsystem and listed in Addendum A-7, if applicable.

3.34 “Subsystem” means each of the applications described in the Statement of Work, including its Equipment, other hardware and software. In most cases, the Subsystem software will share Equipment. (For the avoidance of doubt, the CAD System is a Subsystem under this Agreement.)

3.35 “Subsystem Software” means individually or collectively the Software provided under this Agreement for each of the Subsystems.

3.36 “System” means collectively all Subsystems that make up the integrated Computer System referred to in paragraph 1.4 of this Agreement and more fully described in the Statement of Work.

3.37 “System Software” means the software identified in Addendum A-6 which includes, without limitation, operating system software, DBMS Software, and communications software.

3.38 “Task Completion Report” or “TCR” means the document presented by TriTech’s Project Manager to the Client for signature upon completion of a Deliverable.

3.39 “Telephone Support” means the service provided by TriTech for access to the TriTech Customer Service Department by telephone, on a twenty-four (24) hour a day, seven (7) day per week basis, or as applicable on a Normal Customer Service Business Hour basis (7:30 a.m. through 7:30 p.m., Monday through Friday, excluding TriTech holidays).

3.40 “TriTech Business Hours” means TriTech’s corporate business hours of 8:30 a.m. to 5:30 p.m. (Pacific Time), Monday through Friday, excluding TriTech holidays.

3.41 “TriTech Software” means the Object Code version of the software specified in Addendum A-2 and A-3 of this Agreement, and any Modifications provided hereunder.

3.42 “TriTech.com IQ Software” means the Object Code version of the software specified in the Subscription Service License and Use Agreement entered into between the parties, and any modifications provided thereunder.

3.43 “Update” means revisions or additions to Software provided by the Vendor thereof. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by the Vendor.

3.44 “Use” means copying of any portion of Software from a storage unit or media into a computer or Server and execution of the software thereon. This term shall be construed to refer to a grant of reproduction rights under 17 U.S.C. 106(1), and shall not be construed to grant other rights held by the copyright owner, including without limitation the right to prepare derivative works.

3.45 “User” means the operator of a Subsystem Workstation that is configured to access and/or utilize the capabilities and features of the Subsystem Software.

3.46 “Vendor” means any supplier of hardware, software or services under this Agreement, including TriTech, Subcontractors, System Software suppliers and Equipment suppliers. With respect to software, this term means the owner of the intellectual property rights, including copyright, to the software.

3.47 “Vendor Proprietary Information” means all of TriTech’s Software and Documentation (including without limitation Subsystem Software and Documentation) including, but not limited to, the Source Code, Object Code, the OSDs, IRDs and ATPs, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software.

3.48 “Workstation” means any computer input station that utilizes the functionality of a Subsystem, whether the software resides locally or on a Server.

4.0 PRICES AND PAYMENT

4.1 Unless otherwise stated herein, all dollar amounts contained in this Agreement are in U.S. dollars. The Contract Price for the purchased and/or licensed items hereunder is \$530,000.00, as more completely specified in Addendum A-8. Client shall pay the Contract Price without deduction or offset on the terms specified in Addendum A-8, pursuant to invoices issued by TriTech which shall be due upon receipt unless otherwise stated in the invoice.

4.1.1 The Contract Price for the Deliverables and Services defined in Addendum A-2 through Addendum A-8 is based on a firm fixed price, subject to the following adjustments. In the event that Client in its sole discretion chooses to delay implementation of any Deliverable for more than six (6) months beyond the Go Live date set forth in the Project Schedule, and the then current pricing for such Deliverable(s) including applicable Services has increased since the date of execution of this Agreement, such then current pricing will apply. A

change order for signature by both parties will be processed to adjust the Contract Price.

4.2 TriTech reserves the right not to deliver the purchased and/or licensed items, or any part thereof, until credit approval and/or lease approval (if applicable) has occurred.

4.3 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2%) per month, or the highest rate permitted by law, whichever is less, from thirty (30) days after their due date until paid. The **remittance address for payments** only is:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

4.3.1 In the event that Client is in arrears on payments due to TriTech of more than sixty (60) days from the due date, TriTech in its sole discretion may elect to stop work on the Project for non-payment until Client becomes current on payments due. In such event the Project Schedule will be adjusted accordingly, and TriTech shall not be considered to be in default for delays caused by Client's non-payment.

4.4 If Client desires to finance the Contract Price or any part thereof, it shall notify TriTech as soon as possible, but no later than the date of contract signing, and shall work diligently to secure said financing so as not to delay Delivery. TriTech shall be under no obligation to deliver any item hereunder until it receives a valid purchase order or firm letter of commitment from such financing company. Should Client finance the Contract Price, TriTech shall not be obligated to refund any deposit until the lease or loan has been funded and TriTech has been paid in full. For purposes of this Agreement, the term "finance" includes but is not limited to leasing.

4.5 If Client desires to purchase any of the items specified in this Agreement via a lease or other financing option, this Agreement shall be incorporated by reference in the lease agreement or financing agreement and the terms and conditions herein shall supersede such agreements or any purchase order, assignment agreement, or other contract of the lessor or lender. Notwithstanding a lease or other financing option, Client shall continue to be fully obligated under this Agreement.

5.0 SOFTWARE LICENSES

5.1 In consideration for, and subject to, the payment of the license fee(s) specified in Addendum A-8 of this Agreement, and the other promises, covenants and conditions herein, Client is granted the following licenses to the Software:

5.1.1 The TriTech Software: A nontransferable, nonexclusive right and license to Use the TriTech Software and the Documentation for said Software for Client's own internal use for the applications described in the Statement of Work, at the Designated Location, in the quantity set forth in Addendum A-2, and on the Equipment set forth in Addendum A-5. Client may make additional copies of the TriTech Software as reasonably required for archival, or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 11.0 herein. Additional TriTech Software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this Section 5.0.

5.1.1.1 Each copy of the TriTech Software provided under this license that is not identified in Addendum A-2 of this Agreement as a Disaster Recovery license may be used on only one Primary Computer System at any one time.

5.1.1.2 Each copy of the TriTech Software provided under this license and identified in Addendum A-2 of this Agreement as a Disaster Recovery license may be used in a standby mode on only one Disaster Recovery System at any one time as a backup in the event of a failure, malfunction or other out of service condition of its Primary Computer System. In the event its Primary Computer System fails to operate, the Disaster Recovery System and the Designated Application Software identified as a Disaster Recovery license may be enabled to function in its place. When the Primary Computer System returns to its normal operational mode, the Disaster Recovery System and the Designated Application Software identified as a Disaster Recovery license must be returned to its standby mode.

5.1.1.3 Client shall be entitled to have a copy of the TriTech Software residing on the Primary Server(s), and the Archive or Reporting Server.

5.1.1.4 Notwithstanding anything to the contrary in this Section, the TriTech Software is designed to enable Client to develop original applications which interface with the TriTech Software. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works provided that they are not, in fact, derived from the TriTech Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, Client shall not acquire any right, title or interest in the TriTech Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, TriTech shall not acquire any right, title or interest in such Client developed non-derived applications, whether as owner, joint owner or otherwise.

5.1.2 Subcontractor Software: The licenses set forth in the License Agreements included in this Agreement in Addendum E, if applicable.

5.1.3 System Software: The licenses set forth in the applicable vendor's license agreements that accompany such software. Third party products providing supplemental software code to the TriTech Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of this Section 5.

5.2 Each Workstation and Server that is configured to utilize the functionality of any Subsystem Software must have a full-user license under this Agreement.

5.3 Title to all Software provided to Client under this Agreement remains with the Vendor of such Software. The applicable software Vendor retains all rights to its specific Subsystem Software and the associated Documentation not expressly granted in this Agreement.

5.4 Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided vehicle dispatching to third parties. Notwithstanding the above, Client shall be entitled to Use Subsystem Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work for itself and other agencies/entities in the area within Bryan, Texas, provided that the Subsystem Software is installed and operated at only one physical location. The Software shall not be used for other than the application(s) described in the Statement of Work.

5.5 Client shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer the Software or any Subsystem Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable software license agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor. In such event, Client shall not be entitled to a refund of the license fees paid hereunder.

5.6 The Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code except as otherwise provided under Section 14.0 (Source Code Escrow). Without limiting the generality of the foregoing, except as provided in Section 14.0, Client is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to such Source Code, even if such Source Code is loaded on the Equipment. The loading and/or using of Source Code to any Subsystem Software by TriTech or its employees, agents or Subcontractors on the Equipment or any other computer system equipment at the Designated Location or any other location associated with Client shall not constitute a waiver of this provision, or any express or implied license or other permission to copy, use or exercise other rights to the Source Code.

5.7 Client may not export any Software or Documentation outside the United States without further prior written agreement of TriTech or the applicable Subcontractor. In the event of such agreed export, Client agrees to comply with the requirements of the United States Export Administration Act of 1979 and any amendments thereto, and with all relevant regulations of the Office of Export Administration, U.S. Department of Commerce.

5.8 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable software license agreements.

5.9 Client may surrender any software licenses provided in connection with this Agreement at any time by performing the actions described in paragraph 15.4 of this Agreement, or the applicable software license agreement. Such surrender shall not affect TriTech's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

6.0 DELIVERY, INSTALLATION, TITLE AND RISK OF LOSS

6.1 TriTech will Deliver the items purchased and/or licensed hereunder and perform the services pursuant to the Statement of Work, subject to the provisions of the FORCE MAJEURE/EXCUSABLE DELAY section (22.0) of this Agreement, and further subject to delays caused by the actions or omissions of Client, including, but not limited to, delays in approval of the Specifications and/or Acceptance Test Procedures, training, system configuration, DOLF participation and/or Acceptance testing. Unless specifically identified as a TriTech task in the Statement of Work, Installation of Workstations into consoles, furniture or similar work area components at Client's Designated Location is the responsibility of Client.

6.1.1 TriTech resources are allocated for each project based upon the mutually agreed upon Project Schedule. Client requested changes to the Project Schedule, including but not limited to training dates, or the Go Live date, or additional on-site meetings requested by Client will require TriTech to reallocate resources to accommodate the schedule change. Such changes to the Project Schedule must be mutually agreed upon in writing, and may result in additional fees for reallocation of resources, including applicable travel expenses.

6.2 TriTech will provide the Client with training for the System as specified in the Statement of Work and according to the agreed upon Project Schedule. If the Client is not available for training at the scheduled time, a revised training schedule will be established based upon the mutual agreement of TriTech and the Client. Any delay in performance of this Agreement resulting from such changes to the training schedule shall be deemed to be an Excused Delay under Section 22.0 herein and shall not result in a breach of this Agreement by TriTech.

6.3 Implementation of Live Operations with any Subsystem shall not occur (except for operations necessary to conduct Acceptance Tests pursuant to the Acceptance Test Procedure referred to in Section 10.0) until completion of the applicable Acceptance Test Procedure and Acceptance of the Subsystem by Client.

6.4 Implementation of the Interfaces and Modifications will be based upon the mutually agreed upon Project Schedule.

6.5 Client shall perform the Client Required Actions described in the Statement of Work in a timely manner.

6.6 Title to all Software provided under this Agreement shall remain with the Vendor thereof.

6.7 Risk of loss of any Deliverable shall be borne by TriTech until Delivery of the Deliverable to Client. Thereafter, the risk of loss shall be borne by Client.

6.8 Client shall pay all freight charges associated with Delivery of the System (including initial delivery to TriTech (or, if applicable, Subcontractor) facilities and final Delivery to the applicable Designated Location). If such charges are included as a line item in the Contract Price (Addendum A-8), they shall be paid according to the payment terms in

Addendum A-8. Otherwise, they shall be paid on receipt of TriTech's invoice for such charges.

7.0 SUCCESSOR SOFTWARE

7.1 In the event that the Client notifies TriTech of the Client's intent not to move forward with implementation of successor TriTech software products (e.g., software products based on new technical architecture, with similar features and functionality), support will continue to be provided for the City's licensed TriTech Software in accordance with the Software Support Agreement between TriTech and the Client, until the end of support date stated in TriTech's notice to its client base of product end of support. TriTech will provide no less than twenty-four (24) months' notice.

8.0 SITE PREPARATION

8.1 Client agrees to provide, at its own expense, those required facilities and equipment specified in Addendum A-9 (the System Planning Document), or in the applicable Documentation or otherwise specified by TriTech in writing, to meet the hardware/software configuration requirements and the requirements for proper electrical power quality and other computer facility resources. Client shall also provide and maintain during the term of this Agreement, a high speed data connection (as more fully defined in the System Planning Document), a separate data quality telephone voice line (in each case as specified by TriTech) for maintenance and software support purposes in each physical area where a Server or interface equipment is located. Such facilities and equipment shall be in place and operational prior to Delivery of the items purchased and/or licensed under this Agreement.

8.2 TriTech shall assist Client in meeting its obligations under this section by providing the necessary guidelines and specifications for site preparation.

9.0 SERVICES

9.1 TriTech and/or its Subcontractors will provide those services specified in the Statement of Work, which is attached hereto and incorporated herein by reference. Any services desired by Client in addition to those specified in this Agreement or the Statement of Work will be subject to the availability and scheduling of TriTech (or Subcontractor) personnel and to TriTech's (or the Subcontractor's) then-current rates, plus expenses. Prior to performing any of the aforementioned additional services, TriTech will provide a written quotation detailing the associated price to be paid for such services.

9.2 The work to be performed shall include the furnishing of all labor, materials, Equipment, drawings, engineering and services specified in this Agreement or Statement of Work. (Nothing herein shall be construed as providing Source Code to any Software except as provided in Section 14.0 of this Agreement (Source Code Escrow).

9.3 TriTech shall appoint a competent TriTech Project Manager to act as its representative and single point of contact, and to monitor its employees and Subcontractors in the Delivery and Installation of the Subsystems provided under this Agreement. TriTech's Project Manager will coordinate and meet with the Client Project Manager as may be reasonably required to discuss any operational issues or the status of the Project. TriTech shall not change TriTech Project Managers without Client's prior written approval, which approval shall not be unreasonably withheld or delayed. In the event of unforeseen circumstances such as, but not limited to, termination, illness, or death, TriTech may appoint a replacement TriTech Project Manager of equivalent skill level, and shall notify Client with as much written notice as is reasonably possible.

9.4 Travel costs incurred by TriTech in connection with services rendered under this Agreement shall be paid by Client, payable upon receipt of TriTech's invoice for such costs. Travel costs submitted for reimbursement will be actual costs. Meals and per diem costs shall be billed at the then available GSA rates. Air travel shall be coach class and booked at the lowest reasonable fare available. Car rentals shall be standard class and booked at the lowest reasonable rate available. Lodging shall be "business moderate" service class relative to location. Any additional necessary incidental costs should be procured at the lowest reasonable rates available.

10.0 CONFIDENTIALITY AND PROPRIETARY RIGHTS

10.1 The copyright to the Software and Documentation (including without limitation the Subsystem Software and Documentation) is owned by the Vendor thereof. Said software and documentation is licensed, not sold. Nothing in this Agreement shall be construed as conveying title in the Software or Documentation to Client.

10.2 Provided that Client's confidential business information and confidential data is marked with the legend "CONFIDENTIAL INFORMATION", "PROPRIETARY INFORMATION", or a substantially similar legend, TriTech agrees to maintain Client's confidential business information and confidential data, including patient identifying data, to which TriTech gains access in confidence and to not disclose such information except as

required to perform hereunder or as required by law. If such confidential or proprietary information is disclosed to TriTech orally, Client shall, within five (5) business days of the disclosure, document the disclosure in writing, which writing shall be marked with the above-described legend. Notwithstanding the above, the applicable Vendor shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired as a result of or in connection with this Agreement to make modifications and enhancements to Software or Documentation. Client shall acquire no intellectual property ownership rights to Software or Documentation as a result of such use, whether as author, joint author, or otherwise.

10.2.1 TriTech maintains a security program for security managing access to client data – particularly HIPAA and CJIS information (“Security Approved Personnel”). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

10.2.1.1 If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff’s job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client’s site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client’s site or for a vendor (such as Live Scan) to travel to the applicable TriTech office location. This provision will apply during the installation of the Project and for the duration of the Client’s Software Support Agreement.

10.2.1.3 All Client data, whether provided by the Client or its Users will remain the sole property of the Client to the fullest extent provided by law.

10.2.1.4 TriTech is prohibited from utilizing Client data for purposes of data mining or advertising or any other similar activity.

10.3 Client understands and agrees that the Software and Documentation (including without limitation Subsystem Software and Documentation) including, but not limited to, the Source Code, Object Code, the OSDs, IRDs and ATPs, the Statement of Work, the software design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively “Vendor Proprietary Information”) constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the vendor a competitive advantage.

10.3.1 The material presented in TriTech’s training courses represents the confidential and proprietary information of TriTech, not intended for public disclosure or disclosure to third parties. Clients may videotape training sessions provided on-site at the Client’s facilities by TriTech staff for the Client’s own internal use only; provided, however, that the TriTech training staff have consented in writing to such videotaping. The Client is

responsible for managing access to and copying of any TriTech provided training materials or Client-made videotapes of TriTech training sessions.

10.4 Client agrees during the term of this license, and thereafter, according to the Texas Open Records Act, to hold the Vendor Proprietary Information, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Client's exercise of the license rights granted hereunder.

10.4.1 Without limiting the generality of the foregoing, except as provided in Section 13.0 (Source Code Escrow), in the event Source Code is loaded on the Equipment, or other computer system equipment at any Designated Location or any other location in connection with TriTech's performance under this Agreement, or for any other purpose, Client shall keep such Source Code strictly confidential and shall not, without the written authorization of TriTech (and, if applicable, the concerned Subcontractor), access, use, copy, modify, distribute, disclose or otherwise exercise or permit the exercise of any rights to such Source Code by any person, including but not limited to Client's employees, agents or contractors. This provision is intended by the parties to prohibit, among other things, Client access to Source Code by any person and for any reason unless expressly authorized by Section 13.0 (Source Code Escrow) herein.

10.5 Client shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed.

10.6 Client shall inform TriTech promptly in writing of any actual or suspected unauthorized Use, copying, or disclosure of the Vendor Proprietary Information.

10.7 Client acknowledges that the information contained in Addenda to this Agreement which is marked with the legend "PROPRIETARY DATA" is likewise Vendor Proprietary Information which may not be copied, disclosed, distributed or otherwise disseminated to third parties without the written authorization of TriTech or the concerned Subcontractor. Client shall comply with said legend in all respects and shall promptly inform TriTech of any unauthorized disclosure of such information.

10.8 If any Vendor Proprietary Information is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, Client shall (i) provide to TriTech (and, if applicable the concerned Subcontractor) written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to TriTech (and, if applicable the concerned Subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Vendor Proprietary Information.

10.9 The obligations specified under the CONFIDENTIALITY AND PROPRIETARY RIGHTS section of this Agreement shall survive the termination or rescission of this Agreement.

11.0 LIMITED WARRANTIES

11.1 The TriTech Software provided under this Agreement is provided “as is”, without warranty of any kind. As an existing Client, support for the TriTech Software will begin upon the date of Go Live as further defined in the Software Support Agreement.

11.2 Equipment, System Software and Subcontractor Hardware and Software, and any other items provided under this Agreement and not manufactured by TriTech (collectively “Third Party Items”). Third Party Items are warranted by the manufacturers or Vendors thereof, not by TriTech. TriTech shall pass through to Client any warranties on Third Party Items granted to it. If, during the warranty period for Third Party Items Client determines that they do not perform as warranted, Client shall contact TriTech using the procedures described in the Software Support Agreement. TriTech shall perform Help Desk functions by receiving calls and providing reasonable assistance to Client in determining the causes of the reported problem and in assisting Client in making claims under applicable third party warranties. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the TriTech Software and are not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution..

11.2.1 Notice: The design of keyboards, computer desks, chairs and other items in the workplace (“ergonomic characteristics”) affect the comfort, efficiency and safety of such items with respect to people who use them. Such ergonomic characteristics are determined by the manufacturer of such items, and the manner of their use in the workplace. To the extent allowed by law, TriTech disclaims all warranties, express or implied, with respect to the ergonomic characteristics of said items. Client shall adopt and regularly practice generally accepted workplace safety practices to promote safety and prevent injury from the use of such items and shall hold TriTech harmless from and against all claims, actions or proceedings related to the ergonomic characteristics of such items and injuries related to or caused therefrom.

11.3 TRITECH MAKES AND CLIENT RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.0 MAINTENANCE AND SOFTWARE SUPPORT

12.1 The TriTech Software. Annual Software Support shall begin upon the date of first Go Live for the TriTech Software and end twelve (12) months thereafter, under the terms of the Software Support Agreement to be entered into between the Client and TriTech coincident with this Agreement. Support fees for the initial term will be prorated if applicable, to coincide with the Client's fiscal year of October 1 through September 30.

12.2 System Software. Maintenance and support for System Software sold or licensed hereunder shall be subject to and provided in accordance with any maintenance agreements between Client and the supplier thereof, or other third party maintenance providers. If Client determines that an item of System Software provided under this Agreement does not perform as provided in the applicable specifications, Client may, provided that a current Software Support Agreement with TriTech is in force, contact TriTech using the procedures described in the Software Support Agreement. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem. For issues involving Windows O/S software (Microsoft) that generally affects the operation of the TriTech Software and is not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder, other than as stated above. Client is responsible for maintaining licensing, including updates for System Software.

12.3 Subcontractor Hardware and Software. Maintenance and support for Subcontractor Hardware and Software provided under this Agreement, if applicable, will be provided in accordance with the applicable Vendor's support and maintenance terms. Client may contact TriTech in accordance with the procedures in the Software Support Agreement to report any errors or defects detected with respect to such items. TriTech shall assist Client in determining the nature of the problem, and will contact the appropriate Vendor for resolution. TriTech will follow-up with the Vendor, and maintain contact with both the Vendor and Client to coordinate problem resolution within a commercially reasonable time. Support and maintenance will be provided in accordance with the respective Vendor's support and maintenance terms, attached as Addendum C to this Agreement, if applicable. At the conclusion of such initial annual maintenance and support period, annual maintenance and support shall be subject to and provided in accordance with any maintenance agreements between Client and the respective Vendors. TriTech shall not be a party to such maintenance and support agreements. Thereafter, provided that Client maintains in force an annual TriTech Software Support Agreement, Client may contact TriTech in accordance with the Software Support Agreement, and TriTech shall provide Help Desk services to Client with respect to the reported problem.

12.4 Equipment. Maintenance and support for all other Equipment sold hereunder is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client agrees to acquire and keep in force computer and peripheral equipment maintenance agreements for the equipment used to operate the TriTech Software or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may, provided that a current Software Support Agreement with TriTech is in force, contact TriTech using the procedures described in the Software Support Agreement. TriTech shall thereupon provide Help Desk services to Client with respect to the

reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

12.5 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in the Software Support Agreement for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

13.0 SOURCE CODE ESCROW

13.1 TriTech Software. Subject to payment of the applicable escrow fees by Client and Client's execution of the applicable escrow documents, TriTech shall, on or before the occurrence of Go Live for the TriTech Software (less Interfaces and Modifications), enroll Client as a Preferred Beneficiary of the applicable TriTech Source Code escrow account with Iron Mountain Intellectual Property Management (the "Escrow Agent"). A copy of TriTech's Master Preferred Escrow Agreement with Iron Mountain is attached at Addendum B. The location of the escrow shall be Iron Mountain's storage facilities in Norcross, GA. Client shall pay all escrow fees and expenses associated with the Escrow, including but not limited to first year fees (which are included as a line item in the Contract Price), renewal year fees, and fees for additional services, if any, selected by Client. Each month, TriTech shall deposit in Escrow updated Source Code containing (i) all Updates to the TriTech Software released during the preceding month and (ii) any TriTech Software Modification and/or Interfaces released for live operations during the preceding month. Source Code Escrow shall be kept in effect until (i) Client gives TriTech written notice of termination of the escrow, (ii) the escrow is canceled by the Escrow Agent due to non-payment of escrow charges by Client, or (iii) this Agreement is terminated. Source Code released under the terms of the Source Code Escrow Agreement shall be deemed part of the TriTech Software hereunder, subject to the terms and conditions of this Agreement, including but not limited to the license terms in Section 5.0, except as modified below.

13.1.1 Source Code shall be released to Client only upon the occurrence of and only during the duration of one of the following conditions:

13.1.1.1 TriTech's persistent and uncured failure to carry out or provide for the carrying out of material warranty obligations imposed upon it pursuant to this Agreement or any Software Support Agreement between the parties with respect to the TriTech Software, which failure persists for a period of 30 days after written notice from Client to TriTech asserting such failure and the intention to demand a release of Source Code from escrow, or

13.1.1.2 TriTech's failure to continue to do business in the ordinary course without providing an alternate source of warranty or Software Support by a ready, willing and able assignee.

13.1.2 The escrowed Source Code and other material released to Client hereunder shall be subject to all of the terms and conditions of this Agreement, including without limitation the Confidentiality provisions herein, except as specifically modified in this paragraph. Without limiting the generality of the foregoing, the Source Code shall, except for periods of actual use, be kept in a secure, locked container and/or a secure protected computer file with access limited only to those with a need to know for purposes of software maintenance. Any person or entity granted access shall be required to agree in writing to comply with this paragraph. TriTech shall, upon request, be provided with a copy of such agreement(s).

13.1.3 Provided that a release of Source Code is rightfully made hereunder, Client is granted a license to copy and Use the Source Code for the sole purpose of software maintenance. For purposes of these Source Code Escrow provisions, the term "software maintenance" means correction of software errors and preparation of software modifications and enhancements. If Client creates new and original computer code not derived from the TriTech Software or the ideas, processes, methods of operation, technology or know-how implemented therein, in the process of software maintenance, the intellectual property rights (including copyright, patent and trade secret) in and to that specific new and original code shall be owned by Client. However, if Client's enhancements or other modifications result in the creation of a derivative work from the TriTech Software, or a work based upon the ideas, processes, methods of operation, technology or know-how implemented therein, the intellectual property rights (including copyright, patent and trade secret) in and to such work shall be owned by TriTech and Client's rights to use such work shall be limited to those granted with respect to the TriTech Software in this Agreement. No rights to distribute Source Code or derivative works therefrom are granted hereunder.

13.2 Subcontractor Source Code Escrow. If Client desires to enter into Source Code escrow agreements for the Subcontractor Software provided hereunder, such agreements shall be entered into directly between Client and the licensors thereof. TriTech shall not be a party to such Subcontractor Source Code escrow agreements.

14.0 DEFAULT AND TERMINATION

14.1 TriTech may terminate this Agreement and the TriTech Software licenses granted herein at any time if (i) Client fails to comply with any material term or condition of this Agreement unless (a) in the case of failure to pay monies due to TriTech, Client cures such

failure within fifteen (15) days after written notice of such failure by TriTech or (b) in other cases, Client cures such failure(s) within thirty (30) days of such notice or in the case of failures not reasonably susceptible to cure within thirty (30) days, Client commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) Client's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination. Such termination shall not affect TriTech's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

14.1.1 In the event of termination in accordance with paragraph 14.1 above, TriTech's subcontractors providing software licenses hereunder may also terminate such licenses granted to Client with respect to this Agreement.

14.2 Client may terminate this Agreement if (i) TriTech (or a Subcontractor) fails to comply with any material term or condition of this Agreement unless (a) TriTech (or the applicable Subcontractor) cures such failure within thirty (30) days after written notice thereof from Client or (b) in the case of failures not reasonably susceptible to cure within thirty (30) days, TriTech (or the applicable Subcontractor) commences action to cure such failure within such period and continues such action with due diligence until the failure is cured, or (ii) TriTech's normal business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination and no successor or assignee is appointed who is ready, willing and able to assume and perform TriTech's executory obligations under this Agreement.

14.3 Termination Without Cause. In the event that Client desires to terminate this Agreement without cause, Client shall provide thirty (30) days prior written notice to TriTech. In such event TriTech shall be paid for all fees and expenses earned under this Agreement up to the date of such termination. Any resumption of the Project shall be subject to negotiation of a new Agreement.

14.4 Within thirty (30) days following the termination of the Agreement, Client shall permanently remove and destroy all copies of the Software from its computer system, media, or other locations, destroy all copies of the Documentation and associated materials and certify to TriTech in writing that Client has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise. Client shall perform these same procedures for removal and destruction of System Software and Subcontractor Software, and the associated Documentation, and so notify TriTech.

15.0 LIABILITY

15.1 TriTech shall indemnify, defend, save, and hold Client harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of TriTech, its employees, agents, contractors, or any subcontractor as a result of TriTech's or any subcontractor's performance pursuant to this Agreement; however, TriTech shall not be required to indemnify Client for any claims or actions

caused to the extent of the negligence or wrongful act of Client, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Client, or its employees, agents or contractors, TriTech's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2 Notwithstanding the foregoing, the total liability of TriTech for any claim or damage arising from or otherwise related to this Agreement, whether in contract, tort, by way of indemnification or under statute shall be limited to direct damages which shall not exceed (i) the Contract Price or (ii) in the case of bodily injury, personal injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier, the coverage limits of such insurance.

15.3 Except for actions for copyright, trade secret, or trademark infringement, no arbitration, action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either party more than four (4) years after the cause of action has accrued.

15.4 Client shall indemnify and hold TriTech harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Client's or, its employees, agents, contractors, or any subcontractor's as a result of the use or misuse of the TriTech Software.

15.5 IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER A PARTY HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

16.0 INSURANCE

16.1 Insurance. TriTech, before performing services, shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by TriTech, its officers, agents, volunteers, and employees. TriTech's insurance shall list the City of Bryan, its officers, agents, volunteers, contract employees, and employees as additional insureds on the Commercial General Liability coverage. The required limits of insurance below and certificates of insurance evidencing the required insurance policies are attached in Addendum A-10. Throughout the term of this Agreement, TriTech must comply with the following:

16.1.1 Standard Insurance Policies Required:

16.1.1.1 Commercial General Liability

16.1.1.2 Business Automobile Liability

- 16.1.1.3 Workers' Compensation
- 16.1.1.4 Professional and Technology Liability

16.1.2 General Requirements Applicable to All Policies:

16.1.2.1 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

16.1.2.2 Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the Client's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Addendum A-10; and shall be approved by the Client before work begins.

16.1.2.3 TriTech shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.

16.1.2.4 The Client will accept only Insurance Carriers licensed or authorized to do business in the State of Texas.

16.1.2.5 The Client will not accept "claims made" policies except for Professional Liability.

16.1.2.6 Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the Client.

16.2 Commercial General Liability:

16.2.1 General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

16.2.2 Policies shall contain an endorsement naming the Client as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the Client may have or obtain regarding claims arising under this Agreement.

16.2.3 Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.

16.2.4 No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the Client's review and acceptance.

16.2.5 The Commercial General Liability policy must not exclude the following:

Premises/Operations with separate aggregate; Independent Contracts; Products/Completed Operations; Contractual Liability (insuring the indemnity provided herein), Host Liquor Liability, and Personal and Advertising Liability.

16.3 Business Automobile Liability:

16.3.1 Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.

16.3.2 Policies shall contain an endorsement naming the Client as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the Client may have or obtain.

16.3.3 Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.

16.3.4 The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

16.3.5 The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

16.4 Workers’ Compensation Insurance. Workers compensation insurance shall include the following terms:

16.4.1 Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required.

16.4.2 “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.

16.4.3 TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

16.5 Professional Liability Requirements:

16.5.1 Coverage shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.

16.5.2 Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. Financial statements shall be furnished to the Client upon reasonable request.

16.5.3 For “claims made” policies, a 24-month extended reporting period shall be required.

16.6 Technology Professional Liability:

16.6.1 Professional liability insurance with a minimum of \$5,000,000 each claim, with a retroactive date (if claims-made) on or before the effective date of this contract. The policy must cover liabilities for financial loss resulting or arising from acts, errors and omissions in rendering professional services; including, without limitation, third party losses due to security failures in connection with technology services, internet professional services, security and privacy liability, errors and omissions; and must cover TriTech and all subcontractors of TriTech, individuals or other entities providing professional service concerning this Agreement. The insurance coverage will include coverage for claims due to programming errors, software performance, or the failure of TriTech's work to perform according to this Agreement and will remain in effect two (2) years after work completed or expiration of the Agreement, whichever is later.

16.6.2 Coverage must include:

- 16.6.2.1 Event Management
- 16.6.2.2 Unauthorized Access/use
- 16.6.2.3 Computer Virus
- 16.6.2.4 Denial of Service Attack
- 16.6.2.5 Denial of Access
- 16.6.2.6 Libel, Cyber-Libel, Slander, Product Disparagement
- 16.6.2.7 Violation of right of privacy
- 16.6.2.8 Regulatory Costs
- 16.6.2.9 Privacy Costs - Privacy Injury and Identity Theft
- 16.6.2.10 Programming Errors and Omissions Liability
- 16.6.2.11 Replacement or Restoration of Electronic Data (First Party)
- 16.6.2.12 Extortion Threats
- 16.6.2.13 Business Income and Extra Expense (to \$1,000,000)
- 16.6.2.14 Public Relations Expense
- 16.6.2.15 Security Breach Expense.

17.0 COPYRIGHT & TRADE SECRET INFRINGEMENT

17.1 TriTech will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the TriTech Software of copyright or trade secrets, provided that Client immediately notifies TriTech in writing of such Action and cooperates fully with TriTech and its legal counsel in the defense thereof. TriTech may in its discretion (i) contest, (ii) settle, (iii) procure for Client the right to continue using the TriTech Software, or (iv) modify or replace the TriTech Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Client may participate in the defense of such Action at its own expense. If TriTech concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client's use of the TriTech Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then TriTech will return to Client the TriTech Software license fee(s) paid by Client under this Agreement less a prorated

portion of said fee(s) for Client's use of the TriTech Software (calculated by multiplying the ratio of the number of months of actual Use in Live Operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client, its officers, directors, employees, contractors, agents, or elected officials, or a third party, TriTech will, subject to Section 16.0 herein, indemnify Client therefrom to the extent indemnification for such judgment is not provided under Client's insurance policies (unless Client is self-insured in which case the preceding clause shall not apply).

17.2 Notwithstanding the above, TriTech shall have no duty under this section 18.0 with respect to, and Client shall hold TriTech harmless from and against any claim, action or proceeding arising from or related to infringements (i) by System Software, Subcontractor Hardware or Software, or Equipment, (ii) arising out of modifications to the TriTech Software and/or Documentation not made by or under the direction of TriTech, (iii) resulting from use of the TriTech Software to practice any method or process which does not occur wholly within the TriTech Software, or (iv) resulting from modifications to the TriTech Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Client. This section 18.0 states the entire obligation of TriTech regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

18.0 DISPUTE RESOLUTION

18.1 The Parties may resolve certain disputes, controversies and claims arising out of this Agreement through discussion between the Parties' respective senior management before any Party begins litigation. At the written request of either Party, the Parties agree to meet and negotiate in good faith to resolve any dispute arising under this Agreement. If such discussions are held onsite at either Party's location, each Party shall be responsible for its travel expenses associated with such discussions. If the negotiations described above do not resolve the dispute within sixty (60) days of the initial written request, either Party may take appropriate legal action as necessary.

19.0 SALES, USE AND PROPERTY TAX

19.1 Unless exempt from such taxes, Client shall be solely responsible for payment or reimbursement to TriTech of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Client or TriTech. If exempt, Client shall provide to TriTech written evidence of such exemption. Client shall also pay any personal property taxes levied by government agencies based upon Client's use or possession of the items acquired or licensed in this Agreement.

20.0 SEVERABILITY

20.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect

thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

21.0 MAJEURE/EXCUSABLE DELAY

21.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond its reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond the party's reasonable control ("Excusable Delay" herein). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

22.0 CONSTRUCTION AND HEADINGS

22.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

23.0 WAIVER

23.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

23.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

24.0 ENTIRE AGREEMENT

24.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

25.0 APPLICABLE LAW

25.1 Except to the extent that this Agreement is governed by the laws of the United

States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws provisions.

26.0 ASSIGNMENT

26.1 Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Client without the prior written consent of TriTech, which consent will not be unreasonably withheld. For purposes of this Agreement, it is agreed, but not by way of limitation, that TriTech's withholding of consent is not unreasonable if the proposed assignee is a person, company or other entity which competes with TriTech directly or indirectly, whether itself or through a parent, subsidiary, or entity which is owned or controlled by a competitor of TriTech. Further, TriTech may require the proposed assignee to execute and agree to be bound by this Agreement. TriTech may assign this Agreement to an entity ready, willing and able to perform TriTech's executory obligations hereunder, upon the express written assumption of the obligations hereunder by the assignee.

27.0 NOTICES

27.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth herein, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To TriTech:
TriTech Software Systems
Attn: Contracts
9477 Waples Street, Suite 100
San Diego, CA 92121
Fax: 858.799.7011

To County:
Brazos County
ATTN: Information Technology
205 East 27th Street
Bryan, TX 77803
Fax: 979-361-4408

To City:
City of Bryan, Texas
Attn: Information Technology
801 East 29th Street
Bryan, TX 77803
Fax: 979-209-5106

28.0 ORDER OF PRECEDENCE

28.1 The following documents shall comprise the Agreement between the parties concerning the subject matter of this Agreement, and in the event of any dispute arising from or related to this Agreement, shall have the following order of precedence:

A. This Agreement and all Addenda and other documents attached to or incorporated by reference herein. In the event of a conflict between this Agreement and an Addendum, this body of this Agreement shall take precedence;

B. The applicable Client approved OSDs, IRDs and ATPs (as such terms are defined in the attached Statement of Work).

29.0 GENERAL TERMS

29.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

29.2 This Agreement shall not become a binding contract until signed by an authorized officer of each party, and it is effective as of the date so signed.

29.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

29.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

29.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

29.6 A facsimile of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine (as well as a photocopy thereof) shall be treated as an original.

29.7 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

29.8 EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER

WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF BRYAN, TEXAS

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)



Accepted By (Signature)

Printed Name

Blake F. Clark
Chief Financial Officer

Printed Name

Title

Title

Date

3/7/2016

Date

COUNTY OF BRAZOS, TEXAS

Accepted By (Signature)

Printed Name

Title

Date

ADDENDUM A

PROPRIETARY INFORMATION¹

SUMMARY OF CONTENTS

<u>Addendum No.</u>	<u>Description</u>
A-1	Statement of Work, with attached Subcontractor Statements of Work which are incorporated herein by reference
A-2	Number of TriTech Software Licenses, Installation and Shipping Instructions
A-3	Interfaces
A-4	TriTech Services, Support and Maintenance Fees, and Miscellaneous
A-5	Equipment
A-6	System Software
A-7	Subcontractor Software, Hardware and Services, if applicable
A-8	Payment Milestones and Contract Price Summary
A-9	System Planning Document
A-10	Certificate of Insurance

¹ THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

ADDENDUM A-1

PROPRIETARY INFORMATION¹

STATEMENT OF WORK

(Attached)

¹ THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

STATEMENT OF WORK

City of Bryan, Texas

Version 1.0



TriTech Software Systems
9477 Waples Street, Suite 100
San Diego, CA 92121
Fax: 858.799.1010
Technical Services: 1.888.VISI.CAD (847.4223)

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ArcGIS, ArcMap and ArcCatalog are registered trademarks of Environmental Systems Research Institute (ESRI) in the United States and other countries.

Document Control

Date	Version	Details/Changes	Author
October 8, 2015	1M	SOW Template	

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1 OVERVIEW

1.1 Statement of Work

In accordance with the terms and conditions of the System Purchase Agreement (the “Agreement”) between TriTech Software Systems (TriTech) and the City of Bryan, Texas (“Client”), this Statement of Work (SOW) defines the services and deliverables that TriTech will be providing under the Agreement.

This project description includes the services and Deliverables specified by the Purchase Agreement, including if applicable, TriTech Software and services, Subcontractor activities, Third Party products and services for the implementation of the System and Subsystems specified in the Purchase Agreement (collectively the “Project”).

Statement(s) of Work for applicable TriTech Subcontractor(s) are presented in Appendix E - Subcontractor(s) Statement(s) of Work.

In some cases, the framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD); Interface Requirements Documents (IRD); User and Administrator Documentation and Training Materials.

The number and type of software licenses, products, or services provided by TriTech or its Subcontractors are specifically listed in the Purchase Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) does not imply or convey a software, license, or services that are not explicitly listed in the Purchase Agreement.

1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Purchase Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of TriTech and the Client as further described in this SOW.
- Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.
- The OSD provides an operational description of a capability or feature within the applicable TriTech solution in sufficient detail that both Client and TriTech team mutually agree to the expected deliverable. The OSD provides the “what”, “how,” and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TriTech’s Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for TriTech’s development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.
- Standard Interface Requirement Document (IRD) defines the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

1.3 System Acceptance Process

TriTech has created a standard Acceptance Test methodology which is designed to allow our clients to thoroughly evaluate and verify the functionality, performance, and reliability of TriTech System and Subsystems. These procedures include several steps that are described in later sections of this SOW. Upon successful completion of these procedures the system is deemed Accepted.

1.3.1 Functional Acceptance Testing

Functional Acceptance Testing (FAT) is conducted on each of the Subsystems prior to conducting the User Training on these applications and staging them for Go Live. The focus of these tests to verify that each Subsystem meets the functions as described in TriTech's standard FAT documents, which have been created based on TriTech's standard product specifications.

The Functional Acceptance Tests are performed based upon standard TriTech FAT documents that have a standard content and format. These standard FAT documents will be submitted to the Client for review prior to testing.

During the scheduled FAT and according to the FAT documents, TriTech and Client project personnel will work to identify any errors where the Subsystem does not conform materially to the FAT documents. Any such errors will be documented by TriTech on the FAT exceptions list. Errors listed on the FAT exception list will be classified as follows:

- 1) Pre-Go Live Issues: Issues in the Subsystem that prevent the Client from performing normal daily and monthly operations and therefore must be corrected prior to Go Live.
- 2) Post Go Live Issues: Issues identified in the FAT testing that do not prevent the Client from performing normal daily and monthly processes and therefore can be corrected after the Subsystem Go Live. These issues will not be used as part of the criteria for Acceptance.

In the event that the Client chooses not to follow the Acceptance Test processes defined in the Statement of Work, the Client's cutover to live production status (i.e., productive use) of any TriTech supplied Subsystem constitutes the Client's acceptance of the Subsystem.

1.3.2 Integration Testing

Once the FAT is successfully concluded for all subsystems that are scheduled to go live together and in preparation for Go Live, TriTech and the Client will conduct a one day Integration Test. Typically Inform RMS along with their associated Interfaces may go live together or separately.

The Integration Testing for Inform RMS and its subsystems will be conducted based on a number of scenarios that test the records management process. These scenarios include FBR and Interfaces that can be tested in the pre-production environment and are scheduled to go live at the same time. A small group of the Client staff (1-2 Records Clerks and 1-2 Field Officers) will participate in this test with TriTech. TriTech will work with the Client to define a set of test scenarios that test the Records Management System based on the Client's practices. It is recommended that the Client utilize sample incident, arrests, field interviews, citations, and crash reports from their legacy system.

Integration Test scenarios must be signed off prior to commencement of Integration Testing. At the successful completion of Integration Testing, without any issues that prevent the System to be taken Live, the Client shall provide written approval that the System is ready for Go Live.

1.4 General Client Responsibilities

In addition to those Client responsibilities stated elsewhere in this SOW, the Client is responsible for:

- 1) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.
- 2) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.
- 3) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.
- 4) Configuration and/or programming of network routers, switches and bridges – this includes providing information to TriTech staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with TriTech documentation.
- 5) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System.
- 6) The installation of servers into racks and the connection of such servers to network switches.
- 7) The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by TriTech documentation.
- 8) Any hardware and third party software or services necessary for implementing the System that is not listed in the Purchase Agreement as a TriTech Deliverable (not listed as a line item in the Price and Payment section of the Purchase Agreement). This includes workstations, server hardware, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.
- 9) Configuration, maintenance, testing, and supporting the Third Party Systems that the Client operates and which will be interfaced with as a part of this project. Specifically, the Client operates and supports Brazos Citation, TxDOT Crash Reporting, Tyler Technology Odyssey Jail Manager, Tyler Technology Protective Order, Tyler Technology Odyssey Warrant, and Tiburon Total Command CAD. The Client is responsible for maintaining and supporting these systems in good working order. The Client is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration defined by the Interface IRD and approved OSDs. The Client is also responsible for any cost associated with the development, or configuration of the Third Party System Vendor side of the Interfaces.
- 10) Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Purchase Agreement into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the Client.
- 11) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are System Orientation, DOLF, Acceptance Testing, Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.

- 12) The provision of Code Files and GIS data as requested by TriTech staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by TriTech staff in accordance with TriTech Documentation.
- 13) The timely review and approval of Functional Acceptance Testing (FAT) documents, OSDs, IRDs, Task Completion Reports (TCR) and/or other project documentation as further defined in this SOW.
- 14) Provide a facility with the required computer and audio-visual equipment for training.
- 15) Timely completion of acceptance testing for each of the TriTech Subsystems.
- 16) TriTech pricing for this Project assumes that all Client supplied products and services required to support the project will be delivered according to this agreed to Statement of Work, based upon a mutually agreed upon project schedule. This timeline will require a commitment by Client staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the Client find that it is unable to support the agreed to schedule, TriTech reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow TriTech to recoup any additional costs which may be incurred by TriTech as a result of Client delays.
- 17) The Client is responsible for providing remote connectivity to TriTech for the purpose of installation, configuration, testing, and troubleshooting of TriTech's applications at the Client site. TriTech's approved remote connectivity methods are described in the System Planning Document.
- 18) Connect and configure any Third Party hardware (such as Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, and Signature Pads) to Client workstations, if these services are not explicitly sold in the System Purchase Agreement.

1.5 Project Exclusions

- 1) TriTech Software Systems provides software applications that it develops. These applications are sold as and are considered to be "Commercial Off the Shelf" (COTS) software packages. The functionality of these products will be based on TriTech's current design and functionality of these COTS products, unless otherwise indicated in the Purchase Agreement, or if applicable, TriTech's responses to the RFP.
- 2) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Purchase Agreement will not be included in the Project.
- 3) Any modification to TriTech standard products or customizations to such products that are not explicitly stated in the Purchase Agreement are excluded from the scope of this Project.
- 4) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- 5) TriTech is not responsible for the deficiencies in the Client's internal or contracted network to support remote Inform RMS or other subsystem workstations.
- 6) TriTech is not responsible for the deficiencies in a Client's internal or contracted network to support some of the extended features of Inform Mobile and Inform Field Based Reporting products due to bandwidth or limitations in wireless coverage.
- 7) TriTech is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Purchase Agreement and this SOW.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by the Client's Public Safety Organization(s). The individual Subsystems to be provided comprise the overall System. The Purchase Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all Server and User Licenses, Standard and Custom Interfaces, as well as other TriTech tools and utilities.

The Purchase Agreement for this project incorporates the following major Subsystems:

- 1) Inform RMS (Production, Test/ Training)
- 2) System Interfaces as listed in the Appendices to this SOW

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. TriTech has implemented process gates to ensure successful completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Purchase Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Purchase Agreement.

2.1.1.1 Standard TriTech Software Deliverables

The functionality provided by Standard TriTech Software Products, including Interfaces (the core TriTech Software and Interfaces without any Modifications) is defined by TriTech Standard documentation such as User and Administration Guides for TriTech's major Subsystems such as Inform RMS, and other Standard Software products. Standard Interface Requirement Documents (IRD) define the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

Standard TriTech Interface Software to be delivered through this Project is identified as software licenses in the Purchase Agreement. The functionality provided by Standard TriTech Interface Software is defined by TriTech IRDs.

Any Modification to the functionality of Standard TriTech Software within the System, or Subsystems, shall follow the Change Management Process as described in Section 5.2, Change Management Process. The scope of the Modification will be described in an OSD. Release of all Modifications to TriTech's Standard Interfaces will follow Subsystem release cycles (i.e., Inform CAD, Inform RMS, and the like).

2.1.1.2 Contracted Modifications to Standard TriTech Software Products

Any Modifications to Standard TriTech Software Products including Inform RMS, and Standard System Interfaces that are to be delivered through this Project are listed in the Purchase Agreement. The functional scope of any Modification procured through the Purchase Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed under Appendix B - Contracted Modifications to Standard TriTech Software Products for Inform RMS and other major TriTech Subsystems; and under Appendix C - Standard TriTech Interfaces, for modifications to Standard Interfaces. Any and all modifications or enhancements that are not explicitly listed in the Purchase Agreement are not within the scope of this Project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: All enhancements and modifications to any of TriTech's Standard products (including the Interfaces) will only be released with a major version of the applicable subsystem (i.e., Inform CAD, Inform Mobile, Inform RMS, and the like) based upon the relevance and dependency to these products.

Note: Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a **service pack or patch** is a piece of **software** designed to fix problems with, or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.

2.1.1.3 Contracted Custom Interface Software

Custom Interfaces to be created by TriTech are identified as individual software licenses in the Purchase Agreement. A high level description of the intended functionality and scope is attached as part of Appendix D - Custom TriTech Interfaces to this SOW. The detailed functional scope of any custom Interface procured through the Purchase Agreement will be defined by an OSD, which will be developed and delivered to the Client during the project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

3 TRITECH PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

TriTech will appoint a team of specialized personnel that will implement the Project under the direction of TriTech's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by TriTech will be discussed with and agreed upon by the Client in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the TriTech Project Manager in order to complete the requirements of the Project.

3.2 TriTech Project Manager

TriTech has appointed a TriTech Project Manager as the principal TriTech contact who will be responsible for managing TriTech's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Purchase Agreement.

The Project Manager utilizes a standardized methodology for project implementation, project management, and risk identification and management. TriTech's Project Manager is responsible for Project scheduling and management of TriTech Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the Client's Project team. The TriTech Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The Project Manager will be an active participant in many of the milestone events through the course of the Project including System Orientation, DOLF, and Go Live.

The Project Manager will organize a bi-weekly Project status call with the Client and necessary Project team members. Additionally, the Project Manager will provide the Client with a written Project status report on a monthly basis, as further defined in this SOW.

3.3 Systems Engineer

The Systems Engineer is responsible for two primary functions, within the scope of the Project: 1) configuration of Standard TriTech Interfaces (including configuration documentation); and 2) development of software requirements documentation for Custom Interfaces. The Systems Engineer will additionally participate in testing of each of these Subsystems. In some cases, Development Engineers may perform the role of the Systems Engineer for specialized interfaces, particularly for Inform RMS interfaces.

3.4 GIS Analyst

As part of the implementation team, TriTech utilizes a GIS Analyst that specializes in geographical Information technology. The GIS Analyst is responsible for: 1) performing an analysis and preparing a report regarding the Client's GIS source data including street centerline data, routability, and response area polygon data based on TriTech specified requirements for Inform RMS; 2) consultation services regarding converting the GIS source data for use in Inform RMS; and 3) providing training for applicable TriTech GIS tools.

These GIS activities are intended to provide information that will allow the Client to optimize the accuracy and quality of Client GIS data during Project implementation.

3.5 Inform RMS Business Analyst

Inform RMS Business Analyst (s) participate in various activities throughout the implementation of each of these Subsystems. They are primarily responsible for conducting the System Orientation with the Client to observe and evaluate the Client's current business practices and make recommendations for improving efficiency and areas that need to be reviewed. They also conduct the Demonstration of Licensed Functionality (DOLF) or Administration Training, performing the Acceptance Testing and providing consulting support throughout the Project implementation life cycle.

After the completion of the DOLF session, ownership for continued Code File configuration and maintenance transfers to the Client. At this stage, the Business Analyst will serve as a consultant for the Client's further configuration of the Client's system until the Client's System is in live operation. These activities are described in later sections of this SOW.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.6 Training Specialist

Training for TriTech applications is provided by TriTech Training Specialists. Training staff for other products and functions will vary by the type of product and training proposed.

This process is described in greater detail in the training sections of this document, related to each of these products.

3.7 Client Installation Services Team

TriTech's Client Installation Services (CIS) team is responsible for installation and integration of TriTech Software onto the system hardware that is identified for this Project. This team works closely with the

Client's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

This process is described in greater detail in Section 7.2, System Installation of the SOW.

3.8 Technical Services Group

Customer service functions and technical support for the Client's System during the Project is coordinated by the TriTech Project Manager. After Go Live, TriTech's Technical Services Group is responsible for providing on-going support for the Client's System as defined in the Purchase Agreement and the Software Support Agreement.

3.9 Account Executive

The Account Executive is an important resource to the Client throughout the life of their System. The Account Executive will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general customer service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Executive participate as a key Project member provides an enhanced level of continuity for the Client as they continue their relationship with TriTech.

4 RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets the Client's operational needs requires collaboration with the Client's team. In general, the Client's Project team should include staff experienced in the operation and administration of the Client's current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from the Inform RMS and FBR users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The Client may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The Client needs to periodically assess its staffing needs based on changes in the Client's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the Client, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the Client's System to include the technical and business processes. The application Administrators (Inform RMS), as well as the System Administrator, are very key to the success of the Project. It is paramount that the Client develops this team during the implementation process so that the Client successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

The Client's Project Manager is the principal Client contact who will manage a team of Client Project personnel. The Client's Project Manager manages and coordinates Client's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs and IRDs, approval of the Project documentation and FAT, and management of the Client's staff. Additionally the Client's Project Manager is responsible for coordinating the efforts, activities, and communications between TriTech and third party vendors that are not TriTech Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the Client.

As identified in the Purchase Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network components are the responsibility of the Client. The Client needs to plan for support and maintenance

through the development of Client resources, other departments within the Client's organization, or by contracting for such services. The Client should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with TriTech Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the Client's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with TriTech Documentation); and 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the Client's administrative LAN/WAN¹, coordination will be important to avoid problems with the Client's network traffic. Personnel involved in System Administration should attend the applicable TriTech System Administrator Course(s). Where a large team is involved, a core team should attend a System Administrator Course and then the Client's System Administration team should conduct a smaller version of the training for local staff.

4.4 Inform RMS Administrator

The Inform RMS Administrator will have the responsibilities for the implementation, configuration, and maintenance of TriTech's Inform RMS and FBR. This person or persons will be engaged in the implementation of the TriTech's Inform RMS, and will participate in making decisions as it relates to implementing the TriTech's Inform RMS.

Inform RMS Administrator will attend the Inform RMS DOLF during the course of the Project. This person should have a comprehensive understanding of the internal structure and workflow of Inform RMS and FBR users, departmental policies and procedures as well as how the records department interacts with dispatch and field operations personnel.

The Inform RMS Administrator will be responsible for building and maintaining the RMS Code Files. Additional activities include TriTech software setup, assignment, and management of the agency specific Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate local RMS administration staff may be required to manage the components used by each Agency - under the direction of an overall Central RMS Administrator. Any personnel involved in RMS administration should participate in the DOLF session so they are prepared to maintain the RMS Code Files post DOLF.

4.5 GIS Analyst

The GIS Analyst is responsible for the mapping components required for Inform CAD, Inform Mobile, Inform RMS. Activities include providing the initial GIS files for use within Inform CAD, Inform Mobile, Inform RMS. The GIS Analyst will be responsible for updating the Inform CAD and Inform Mobile Streets

data using GIS Link, and working with TriTech's GIS Analyst to implement mapping components for Inform RMS.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation workload will be based upon the number and type of GIS data edits that will be necessary for the local operations. This person should participate in portions of the System Orientations and DOLF. Additionally, this person (or group of people) should attend GISLink training.

4.6 Inform RMS/ and FBR Users/Supervisors

Input from the Users/Supervisors is important to ensure that the configuration settings approved by the Client's team will be perceived as usable by users of the each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as System Orientation and Administration Training.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation should be maintenance only. These personnel should attend the applicable User trainings.

4.7 Subject Matter Experts

Input from subject matter experts in all applicable areas (Inform RMS/FBR, and each of the Interfaces and external Systems that integrate with TriTech Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from the Client Agency, and third party vendors. If the vendors are not TriTech Subcontractors, the Client will be responsible for engaging them in necessary discussions and documentation of the requirements.

The Client should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

4.8 Application Trainers

A team of trainers is needed for training the Client staff on TriTech Software on an on-going basis. Trainers will be responsible for reading TriTech Software release notes and maintaining an understanding of new and existing features.

The Client should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Client communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, TriTech utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, TriTech's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Live Task Completion Reports

As part of the Project controlling process, upon completion of significant milestones and or tasks, TriTech will submit a Task Completion Report ("TCR") to the Client. The TCR serves as a formal tool for the purpose of verifying with the Client that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the Client by TriTech's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Purchase Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the Client will receive an invoice from TriTech's accounting department which must be paid based on the terms and conditions of the Purchase Agreement.

The TCR will include the following information:

1. Description of Work performed and products delivered.
2. Comments noting any special circumstances.
3. Product/Service deliverables listing the contract line items that are being recognized as delivered and will be invoiced.

4. Related Payment Terms in accordance with the Purchase Agreement, for contract line items that will be invoiced relative to the TCR.

5.1.1 TriTech Responsibilities

- a) TriTech will prepare and submit TCRs for Client's signature upon completion of the applicable task.
- b) The TCR will cite the appropriate SOW reference.
- c) TCRs that trigger a payment will include the payment amount in accordance with the Purchase Agreement payment schedule.

5.1.2 Client Responsibilities

- a) Client will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.
- b) In the event that Client disagrees with a TCR, Client shall submit to TriTech a written explanation detailing why the Client believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Client shall be provided to the TriTech Project Manager within five (5) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Purchase Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, TriTech and Client's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the Client or TriTech, all Change Orders will be documented by the TriTech Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW.

All Change Orders must go through the TriTech's internal approval process before they can be presented to the Client for review and approval. Once the Change Order is generated, the Client Project Manager and TriTech Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for TriTech to properly investigate and scope of the requested change. If additional fees are required by TriTech to create a Change Order, those fees will be identified and communicated to the Client Project Manager prior to TriTech's investigation of the requested change. In such situations, TriTech will only proceed with the investigation required to create the Change Order if the Client has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

5.2.1 TriTech Responsibilities

- a) Change Orders will be prepared for submission to the Client when required.
- b) Where Project changes require Engineering-level modifications, TriTech will perform requirements capture necessary to prepare required documentation including a high level description of the change for Client review and approval.
- c) Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

5.2.2 Client Responsibilities

- a) When applicable, the Client will identify the services or deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.
- b) When applicable, the Client will identify changes to features or functionality related to CAD, Mobile, Interfaces or any other Subsystems that will require a change order. This process may also include participation with the requirements process.
- c) Client will approve and process Change Orders as in a timely manner.

5.3 Project Reporting

TriTech will provide Monthly Status Reports advising the Client Project Manager and key Client Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with TriTech and TriTech's Subcontractors' Deliverables. The Project Status Reports will include the following:

- a) Accomplishments during the Reporting Period.
- b) Planned upcoming activities.
- c) Issues.
- d) Risks.
- e) Key Action Items.

In addition, the TriTech Project Manager will hold bi-weekly status meetings/conference calls to update the Client on the status of the Project and key action items and deliverables.

During the course of the Project, one or more Project journals will be created to document Project issues and action items. These journals are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project journals are reviewed with the Client during bi-weekly Project status calls and on an as needed basis through the course of the Project. The Project Manager is responsible for periodically providing copies of updated journals.

TriTech will provide an updated Project Schedule advising the Client Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for the Client team, and the Client may add such tasks, owners, and durations to the Project in collaboration with TriTech Project Manager. The Project Schedule will consist of the following:

- a) Major Tasks.
- b) Task Responsibility.
- c) Task Duration.
- d) Major Milestones.
- e) Tasks Completed.
- f) Tasks in Progress.

5.3.1 TriTech Responsibilities

- a) Provide a written report of Project status once a month.
- b) Track issues and action items to closure through product specific journals. The Client will be periodically provided with updated copies of the journal.
- c) Conduct status meetings/conference calls every two weeks.
- d) Maintain an up-to-date Project Schedule.

5.3.2 Client Responsibilities

- a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
- b) Participate in Project status meetings.
- c) Ensure participation of personnel in tasks and meetings.

5.4 Document Review

In the course of the Project, TriTech will deliver several documents to the Client for review. These documents will include but are not limited to the Acceptance Test Procedure, Project Schedule, DOLF report, OSD, and Interface Requirement Documents for the Project. Approved documents are returned to the TriTech Project Manager. For paper documents, the TriTech Project Manager will retain the original copy and will provide an unbound copy suitable for reproduction. For soft copy documents, the TriTech Project Manager will retain a copy and provide Client with a copy.

Should the Client find any document unacceptable, the Client must provide specific reasons in writing to the TriTech Project Manager. TriTech can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, the Client is responsible for the review of such documents and providing any comments to TriTech within five (5) business days.

5.4.1.1 Documents Subject to Client Approval

- a) Change Orders
- b) Operational Scenario Documents (OSD)
- c) Application Configuration Sheet
- d) Functional Acceptance Test Procedure documents
- e) Task Completion Reports

5.4.1.2 Documents Subject to Client Review not Requiring Approval

a) Project Schedule

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between the Client and TriTech.

b) Project Status Reports

c) DOLF Reports for Inform RMS

d) Project Journals

e) Interface Requirements Documents (IRD)

5.4.2 TriTech Responsibilities

a) Distribute the documents to the Client.

b) Coordinate the process to consolidate comments and edit documents.

c) Manage the signoff process for applicable documents and the distribution of originals to the Client and TriTech for filing.

5.4.3 Client Responsibilities

a) Review the documents presented and provide the appropriate information back to TriTech within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.

b) Review the documents presented and provide the appropriate information back to TriTech within ten (10) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

6 PROJECT INITIATION AND PLANNING

6.1 Overview

Project Initiation and Planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between the Client and TriTech during this process is at a high level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are successfully completed and as the Project nears Go Live and Project completion.

Note: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from the Client and TriTech.

6.1.1 TriTech Responsibilities

- a) Assign a Project Manager to the Project to participate in Initiation phase activities.
- b) Produce required documentation to support Initiation activities (such as Standard IRDs, System Planning Document, etc.)
- c) Review and finalize the SOW with the Client.
- d) Identify and engage the TriTech Project team responsible for carrying out Project Execution.
- e) In collaboration with the Client, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).
- f) Baseline the Project Schedule.
- g) Prepare and submit the TCRs for Client acceptance of the Project Management Plan as defined above.
- h) Develop and submit invoice for payment due at execution of the Purchase Agreement.

6.1.1.1 Client Responsibilities

- a) Assign a Project Manager for the Project to participate in Initiation phase activities.
- b) Identify and engage the Client's Project team.
- c) Review and comment on the TriTech Project Management Plan and the Project Schedule.
- d) Review and comment on TriTech provided documentation to support Initiation activities.
- e) Finalize and approve the SOW with TriTech.
- f) Approve the TCRs for the Project Management Plan within 5 business days.

6.1.2 Project Kick Off

During the planning phase, the TriTech Project Manager will hold a Kick-Off meeting with the Client's Project team. During the Kick-Off meeting, the TriTech Project Manager will provide an overview of the following:

1. The TriTech Execution Process.
2. A high level description of Project Deliverables.
3. Roles and responsibilities for the Project team members.
4. A high level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
5. Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
6. Review any project related questions from the Client's team.

6.1.2.1 TriTech Responsibilities

- a) Prepare the agenda and set a date for the Kick-Off that is convenient to the Client and TriTech Team.
- b) Distribute any documents that the Client should review in advance of the Kick-Off meeting.
- c) Conduct the Kick-Off meeting.

6.1.2.2 Client Responsibilities

- a) Work with the TriTech Project Manager to facilitate scheduling a date for the Kick-Off meeting.
- b) Schedule the appropriate personnel from the Client's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of: 1) a review of Deliverable documents; 2) Development, configuration, Installation and testing of software and hardware deliverables, and 3) Delivery of Project related services such as Project related training. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

7.2 System Installation (Inform RMS and Interfaces)

System installation is one of the early processes in the Project implementation phase, and has a great impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

7.2.1 Review Hardware Specifications

TriTech and Client will review the specifications to ensure that the correct hardware and third party software components are procured and installed. TriTech will only be responsible for procurement of the hardware and third party software that is explicitly listed under the Agreement, as TriTech Deliverables, or Deliverables of TriTech's Subcontractors.

7.2.1.1 TriTech Responsibilities

- 1) Provide hardware and Third Party specifications to Client.

7.2.1.2 Client Responsibilities

- 1) Review and validate hardware and Third Party specifications.

7.2.2 Hardware and Equipment Procurement Process

TriTech and Client will procure hardware, third party software, and equipment per TriTech's recommended Specifications. TriTech is only responsible for procurement of the hardware and third party software that is identified as TriTech Deliverables in the Purchase Agreement.

If the hardware and third party software is procured by the Client, it is the Client's responsibility to procure the required equipment based on TriTech approved specifications, and to ensure the timely delivery of the hardware and third party software to the site to allow timely implementation of the System and Subsystems.

Where the Client is responsible for procuring the server hardware, the Client will be responsible for completing the following steps:

- 1) Fully configuring the servers with memory and disks.
- 2) Loading Microsoft Windows or VMware.
- 3) Partitioning the disk drives and implementing applicable Raid level based upon TriTech documentation.
- 4) Assigning the computer name and IP address based upon TriTech documentation.

7.2.3 Hardware Staging and Preparation for Installation

The Client will be performing basic server integration for all servers. Basic server integration includes placing the servers in the racks, joining them to the existing domain, with the Domain Controller in place, and establishing remote connectivity capability (VPN and Remote Desktop) for authorized TriTech personnel to perform configuration. These activities will be coordinated between TriTech and the Client IT staff. Guidance will be provided by TriTech's Client Installation Services (CIS) team as required. If the Client is not willing to complete the basic server integration, this task may be performed by TriTech or TriTech's Subcontractors at additional cost.

In order to start configuration, the Client must provide remote connectivity to TriTech. The Client must also provide the server names, IP addresses, Administrator Account Information (User Name, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL). An Installation Service Request (ISR) will be provided to the Client that organizes this information in to the TriTech preferred format. The Client is responsible for providing the completed ISR to TriTech no later than two (2) weeks prior to the installation activities.

The Client is responsible for ensuring that the site is prepared and ready for the installation of hardware, third party software, and TriTech software as detailed in TriTech's documentation including the System Planning Document no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow installation of the System.

At least one (1) week prior to installation, a member of the TriTech CIS team will verify: (i) connectivity to the Client site via VPN, (ii) connectivity to each of the servers, and (iii) access to all required security accounts.

If the servers, accounts and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project timelines.

7.2.4 TriTech Responsibilities

- a) Provide the System Planning Document.
- b) Facilitate a hardware review prior to hardware/OS procurement.
- c) Procure equipment and third party software if included in the Purchase Agreement as a TriTech deliverable.
- d) Provide guidance and assistance as necessary if the system equipment is procured by the Client.
- e) Distribute the Installation Service Request (ISR) document to the Client.
- f) Assist the Client in completing the ISR.
- g) Assist the Client with the preparation of a network diagram.
- h) Review the completed ISR prior to the installation.
- i) Test the remote connectivity to the site prior to installation of the hardware and software.
- j) Install the Microsoft SQL software.
- k) Prepare and submit a TCR for Client review and approval upon completion of these activities.

7.2.4.1 Client Responsibilities

- a) Complete the Installation Service Request (ISR) document and provide to TriTech.
- b) Prepare a network diagram and provide to TriTech.
- c) Perform site preparation, as specified in the System Planning Document and ISR.

- d) Assign the computer name(s) and IP address(es) based upon TriTech documentation.
- e) Establish remote connectivity capability (VPN and Remote Desktop) for authorized TriTech personnel to perform software installation and configuration.
- f) Run TriTech Pre-Requisite DVD on all applicable Inform servers prior to any installation work being performed.
- g) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.
- h) Provide all Client-supplied telephone, external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.
- i) Provide and install all data communication lines, modems, hubs and routers, cabling, equipment and other components necessary for system operation and maintenance and for remote sites and connection to other systems. All lines will be clearly identified and tested.
- j) Provide TCP/IP communications and connection to the hub equipment provided in support for any existing networks, workstations and printers that are to have access to the TriTech applications.
- k) Obtain all necessary IP addresses and schemes.
- l) Allow remote access to TriTech to all development and system “root” accounts on all servers running TriTech licensed Software.
- m) Procure equipment and third party software if it is the responsibility of the Client according to the Purchase Agreement.
- n) Install operating system software for Client procured hardware unless the service is specified as a TriTech responsibility in the Purchase Agreement.
- o) Perform basic server integration including, but not limited to:
 - i. Installation of servers in applicable racks.
 - ii. Joining servers to the existing domain with the domain controller in place.
 - iii. If applicable, install and setup of the VM environment.
- p) Provide TriTech with all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed.
- q) Provide TriTech with a high level network diagram. The diagram should be provided prior to TriTech Software installation.
- r) Install all peripheral equipment, including scanners, printers, barcode readers, etc.
- s) Approve the applicable TCR.

7.2.5 Basic Server preparation and Network Services

Performing the services listed in this section is a responsibility of the Client. If these services are explicitly included in the Purchase Agreement, TriTech or a TriTech Subcontractor will implement 3rd party software and/or hardware solutions based upon the following task list. These solutions can include but is not limited to, SAN, Citrix, VMware, and Domain Controller configurations. These services can be performed on site or remotely via a VPN connection. These services will be performed at additional cost to the Client and are not included in TriTech’s standard installation services.

7.2.5.1 Client Responsibilities

- a) Provide the facility suitable to house Server hardware and network infrastructure.

- b) Have a member of the Client's IT staff available while software/network configuration is being performed.
- a) When deploying a SAN, configure the applicable RAID configuration, create the LUN(s) and present them to the physical or virtual servers.
- b) If the VM servers are not procured through TriTech, the Client is responsible for building individual servers.
- c) When deploying a VMware solution, install the VMware operating system, connect physical host servers to a SAN if applicable, configure vCenter, create a VM Template for Interfaces and business servers, configure vMotion and High Availability (HA) if applicable. The Client is also responsible for building individual VM servers.
- d) If required, deploy the Domain Controller by adding the member server to an existing Domain or create a new Domain, promote the member server to Domain Controller, enable and configure DNS, enable and configure DHCP if required.
- e) Create domain account(s) for TriTech's remote support connectivity and access so that TriTech can assist Client with installation and ongoing maintenance
- f) Perform all necessary network configurations, to include but not limited to determining the network design routing protocols, subnet mask, redundancy, router and switch configuration.
- g) Create Networking/Server documentation to illustrate intended configuration.

Note: VMware, vMotion and HA require a SAN or a way to present shared storage to the physical host servers in a VMware virtual farm.

Note: Network and Server security are always a responsibility of the client.

7.2.6 System Installation

Once TriTech and the Client have prepared the site based on TriTech documentation, to include the System Planning Document and the applicable ISR form is completed, a TriTech Client Installation Services specialist will perform the TriTech installation services.

These services will be performed remotely, unless otherwise specified in the Purchase Agreement, and include installation of the contracted TriTech Software products on the quantity of servers and workstations as specified in the Purchase Agreement.

These installation activities will be coordinated between TriTech and the Client.

Note 1: All SQL server licenses will be installed by TriTech. The Client is responsible for making the media and license keys available to TriTech for the installation.

Note 2: The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

Note 3: The scope of installation services and the number of servers and workstations to be installed and configured by TriTech is limited to the servers and workstations that have been explicitly

listed in the Purchase Agreement. If the Client has been granted Site Licensing for selected TriTech Software, TriTech is only responsible for the initial installation services, and installation of additional servers will be subject to additional charges.

Note 4: If Client does not follow the processes and procedures detailed in the TriTech System Planning Document and this results in a need for reinstallation of the hardware or software, the reinstallation effort will be performed at additional cost to the Client.

Note 5: At TriTech’s discretion, TriTech may perform installation activities for certain components of the system on-site.

The following pre-requisites must be in place prior to the start of TriTech Software installation:

- a) Site preparation is complete as outlined in the sections above.
- b) Hardware has been installed at Client site.
- c) Client has provided TriTech with remote connectivity to all applicable servers.
- d) Client had provided TriTech all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.

7.2.6.1 TriTech Responsibilities

- a) Install and configure Microsoft SQL to operate with each of the applicable TriTech product(s).
- b) Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Backup environments, if provisioned by the Purchase Agreement).
- c) Install and configure the applicable TriTech system(s), such as Inform CAD, Inform RMS, and Inform Mobile on the designated servers and applicable environments as specified in the Purchase Agreement.
- d) Provide verbal support to the Client with self-installation procedures for the workstations using the TriTech provided Prerequisite Installation DVD and applicable Launch configurations.
- e) If applicable, create data dumps for Microsoft SQL database backups (as a backup for Inform RMS database).
- f) Prepare and submit a TCR upon completion of the installation tasks and activities.

7.2.6.2 Client Responsibilities

- a) Allocate appropriate onsite Project personnel to support TriTech personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Client personnel include the necessary IT personnel and database administrator(s) as needed during installation.
- b) Complete the configuration of workstations (after the installation of the limited number of workstations by TriTech) using the Prerequisite Installation DVD and applicable Launch configurations.
- c) Put in place TriTech’s recommended backup procedures as outlined in the System Planning Document and ensure backup procedures are consistently follow beginning at the completion of this task.
- d) Install and configure virus scanning software as outlined in the System Planning Document.
- e) Provide Web Security Certificates for all TriTech web-enabled applications that require a certificate.

- f) After completion of the initial installation and configuration of System servers, the Client will be responsible for maintaining the System based on TriTech System Document, and the technical hand-off from TriTech Technical Services department. Specifically, the Client's IT staff is responsible for completing the following activities related to Inform Subsystem servers:
- o Updating Training/Test Systems with fresh data (from Production) as needed
 - o Continued updating and monitoring of virus scan software
 - o Application of Windows updates
 - o Following the procedures for System Upgrade
 - o Managing/Reviewing system logs (SQL and Event Logs)
 - o Management of Microsoft and other Third Party Software include patch applications and upgrades as needed for new Subsystem versions.
 - o Deployment and use of the Prerequisite Installation DVD for Subsystem upgrades as required.
- g) Review and approve the applicable TCRs.

7.3 Implementation of Inform RMS

Inform RMS (to include FBR) is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Inform RMS.

7.3.1 Inform RMS System Orientation

The Inform RMS System Orientation is conducted at the Client's site and led by a TriTech Business Analyst. The duration of the Inform RMS System Orientation is up to 6 days and includes a Business Process Review of the Client's operations.

Some key discovery points for the Inform RMS System Orientation are as follows:

- a) Work Flow – Understanding the setup for work flow processes from the field report to the State Submission. This may include time observing Departmental Divisions (such as Records Staff, Investigation, Property and Evidence, and the like) and Ride-Alongs with field units.
- b) Review reporting requirements (reporting segmentation and the like).
- c) Event numbering (Incidents) including master incident numbers and case numbers.

It is recommended that the number of attendees in the System Orientation is limited to 10-15 to allow for more effective communication during the session. Based on the key discovery points during this session, it is necessary that the attendees include individuals who can properly address these key points and make configuration decisions.

During the System Orientation session the Business Analyst will facilitate an operational review of Inform RMS (to include FBR) by demonstrating various System functionality and start gathering the configuration information.

A System Module Setup worksheet (SMS) and other reference material will be provided to the Client to assist in gathering the required Code Files. Information that cannot be produced during the meeting must be sent to TriTech as specified by the mutually agreed upon schedule.

Note: The Client's provision of Code File information is an early Project checkpoint. Remote Web sessions will be scheduled as a follow up to System Orientation to guide the Client through the Code File data collection process. This information is needed to prepare the DOLF and incomplete, inaccurate or delayed Code File information can have a cascading effect on the Project Schedule.

7.3.1.1 TriTech Responsibilities

- a) Schedule the System Orientation meeting in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Client review or completion two weeks prior to each meeting.
- c) Conduct the meetings based on the distributed agenda.
- d) Document the Client's requirements and configuration specifications resulting from the System Orientation discussions.
- e) Send the System Module Setup worksheet (SMS) and other reference material to the Client.
- f) Document and assign owners and due dates to any action items and track all action items to closure.
- g) Document any gaps between the standard functionality of the System and functionality required by the Purchase Agreement for further analysis and discussion and/or facilitate the change control process. Client requested changes for changes beyond the scope of the Purchase Agreement will be evaluated at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the Client.
- h) Schedule one or more Remote Web sessions as a follow up to System Orientation to guide the Client through the Code File data collection process.
- i) Produce a System Orientation Report with the key decisions and configuration points as a result of the System Orientation.
- j) Prepare and submit a TCR upon completion of relevant activities.

7.3.1.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the System Orientation to include a computer projector, whiteboards, and adequate seating. Two projectors are preferred.
- b) Ensure participation of key stakeholders and decision-makers in the System Orientation process.
- c) Provide subject matter experts that can explain the agency's current work flow and application processes. These persons should have the ability to make decisions regarding any changes in work flow that may arise through the use of the new Inform RMS System.
- d) Provide subject matter experts with the ability to gather and provide the data elements used to build Code Files to TriTech.
- e) Provide subject matter experts that will be the RMS super users, as well as a person or persons that will be responsible for the ongoing maintenance of the RMS Code Files and configuration (RMS Administrator).
- f) Provide subject matter experts that will be responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the RMS.

- g) Provide subject matter experts that will be responsible for the maintenance of the agency's street centerline data.
- h) Provide subject matter experts that can provide information on technical Systems (Interfaces and Hardware/Network/Applications).
- i) Review and approve applicable TCRs.

7.3.2 Inform RMS Base System Code File Entry

After completion of the Inform RMS System Orientation and receiving requested pre-DOLF data from the Client, the assigned TriTech Business Analyst will work with the Client to start and supervise the initial Code File building process. The Business Analyst will configure the Inform RMS Central Configuration as defined in the System Orientation. The Client will be actively involved and responsible for the Code File configuration process throughout the project.

TriTech will deliver the Inform RMS System with the base NCIC Codes. The Client is responsible for building and maintaining the System Codes, Personnel, Property Locations, and Violation Codes (including local ordinances). The TriTech Business Analyst will begin the System Build with a base of 50 personnel entered into the system. The Client is responsible for the remaining Personnel data being entered and maintained.

Note: It is the responsibility of the Client to complete the UCR mapping to the violation codes.

Validation through the DOLF process allows for the initial Code File setup while limiting the risk of rework. This task is considered to have been completed when the Business Analyst has demonstrated the setup of RMS User Personnel, Property Locations, and Violation Codes.

7.3.2.1 TriTech Responsibilities

- a) Monitor and evaluate Code File submitted by the Client and provide guidance as needed.
- b) Conduct one or more web meetings to validate the completeness and applicability of Client submitted Code File information, prior to initiating the Code file entry.
- c) Facilitate updates to the System Module Setup (SMS) building sheet.
- d) Prepare and submit a TCR to confirm the delivery of the SMS worksheet by the Client.

7.3.2.2 Client Responsibilities

- a) Provide timely input and updates to the SMS sheet to support the Code File building timelines.
- b) Participate in the Code File validation conference call.
- c) Continue building the System Code Files (those not built by TriTech) after DOLF.
- d) Review and approve applicable TCRs.

7.3.3 Inform RMS Administration and Review Training

The Inform RMS Administration and Review Training is a hands-on course for Inform RMS System Administrators. During the course students will learn how to create users, assign roles, create FBR templates and assign workflows, create and maintain system code tables, and map UCR codes. During the training the Business Analyst will review the Inform RMS system defaults. Students also learn overall administration responsibilities for implementation, configuration, and maintenance of Inform RMS.

Participants include key members of TriTech's implementation team and should not generally exceed ten (10) core members of the Client's implementation team. The Client's team should include RMS Central and Local Administrators.

The Inform RMS Administration and Review Training will be up to four (4) days onsite.

7.3.3.1 TriTech Responsibilities

- a) Schedule the Inform RMS Administration and Review Training in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agenda and documents for Client review or completion to all required attendees two weeks prior to the training.
- c) Conduct the meetings based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the training.

7.3.3.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Continue the code file building activities after completion of this training.
- d) Review and approve the applicable TCR.

7.3.4 Inform RMS Demonstration of Licensed Functionality (DOLF)

Once the initial Code File and configuration phase is complete and RMS is installed at the Client site, a Demonstration of Licensed Functionality (DOLF) is conducted. This working meeting includes a review of the preliminary Code Files and configuration and hands-on training on software utilities for completing the Code File build and on-going Code File management. The DOLF for Inform RMS is up to three-four (3-4) days and will be held at the Client's facilities, and on the Client's system hardware, after it has been configured by TriTech.

Client will be responsible for supplying the requested data to TriTech no later than four (4) weeks prior to DOLF to allow sufficient configuration time. The data will be requested as a follow up to the System Orientation for Inform RMS. The configuration of some RMS modules may be delayed based on the Client's decision, and consultation with TriTech Business Analyst.

Participants include key members of TriTech's implementation team and should not generally exceed ten (10) core members of the Client's implementation team. The Client's team should include RMS Central and Local Administrators. At the conclusion of the session, a DOLF report is produced which documents the core software configuration, Code Files, and activities to be completed by the Client. Any issues that require follow-up action, including any outstanding Go Live issues will be documented in the applicable Project journal. Any issue that is determined to be outside the scope of this Project, as defined herein, requiring a modification or enhancement to the TriTech Software will be addressed through the Change Control process.

Guidance on configuring additional Code Files will be provided during the DOLF.

Following the DOLF process, ownership of Code Files transfers to the Client. Post DOLF, the Client will enter the balance of the Code Files (not built by TriTech). The Client also becomes responsible for maintaining Code Files (personnel, Violation Codes, Property Locations, and the like) that must be continuously updated to keep the Code Files in GO-Live ready status. During this phase, the assigned TriTech Business Analyst will provide consultation services.

Note: Inform RMS DOLF is an event applicable to Inform RMS only. No other Systems or Subsystems will be demonstrated during this session.

7.3.4.1 TriTech Responsibilities

- a) Schedule the DOLF meeting in accordance with the Client’s availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas to all required attendees a week prior to each meeting.
- c) Conduct the meetings based on the distributed agenda.
- d) Provide initial hands on training on the applicable system and introduction to different modules and their configurations.

Note: This training is not meant to be comprehensive for end user understanding of the Subsystem. The purpose is to give the participant an understanding of the configuration and administration of Inform RMS.

- e) Introduce the Client to, and begin documentation within the Subsystem Journal.
- f) Document and assign owners and due dates for any action items and track all action items to closure.
- g) Develop and deliver the DOLF Trip report.
- h) Handoff the management of the Code Files to the Client.
- i) Provide the Client team with a copy of the Inform RMS User and Administration Guides.
- j) Prepare and submit a TCR upon completion of the DOLF, and upon delivery of the DOLF Trip report to the Client.

7.3.4.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the DOLF to include an overhead projector. Two projectors are preferred. DOLF also requires workstations for each participant.
- b) Ensure complete participation of Central and Local Inform RMS Administrators for the purposes of reviewing the RMS configuration as-built.
- c) Provide participants that are versed with the ability to continue the configurations, or Code File build once ownership transfers.
- d) Assume ownership for the continued build and maintenance of the system under the guidance of the TriTech project team.
- e) Ensure participation of key stakeholders and decision-makers in the DOLF process.
- f) Observe the change control process for any requested software changes.
- g) Review and approve the applicable TCRs.

7.3.5 Inform RMS Workshop

After the Inform RMS DOLF has been completed, the TriTech project team will conduct one or more Inform RMS workshops at the Client site. This session is intended to be an extension to the Inform RMS DOLF for more complex implementations and multi-jurisdictional agencies as specified in the contract. Each Inform RMS workshop will be up to three (3) days onsite. If the Project includes multiple Workshops, they may or may not be scheduled to occur over consecutive weeks.

The Project includes:

Four (4) Inform RMS Workshops

7.3.5.1 TriTech Responsibilities

- a) Schedule the Inform RMS Workshop in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.
- c) Conduct the meetings based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the workshop.

7.3.5.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Continue the code file building activities after completion of this training.
- d) Review and approve the applicable TCR.

7.3.6 Inform RMS Functional Acceptance Testing (FAT)

Inform RMS Functional Acceptance Testing follows a standard content, approach and format. An Inform RMS Business Analyst performs the acceptance testing with the Client, prior to the start of End User Training. This process will be based on the standard TriTech FAT documents. The FAT documents have a standard content and format. The standard TriTech FAT documents will be sent to the Client for review prior to conducting the tests. The FAT results are documented in a TCR for verification and approval by the Client. Upon completion of FAT, the Client and TriTech will review the list of FAT failures (if any), and perform an assessment of the errors and determine the timeline for remedying the issues (pre versus post Go Live).

TriTech will repeat any specific failed FAT tests following the correction of any issues which has caused the test to fail. This process will not include a repeat of the entire tests.

7.3.6.1 TriTech Responsibilities

- a) Deliver TriTech's standard FAT documents to the Client no later than two weeks prior to conducting the FAT.
- b) Provide a TCR to the Client to approve the receipt of the FAT documents.
- c) Assist the Client in conducting the FAT in accordance with FAT documents.
- d) Identify and document any issues discovered during the FAT.
- e) Upon completion of FAT prepare and submit a TCR to the Client, including a list of any exceptions to FAT.

7.3.6.2 Client Responsibilities

- a) Work toward the timely completion of all predecessor tasks to include the base code table entry and configuration.
- b) Provide adequate facilities to execute the FAT.
- c) Participate in the FAT by providing operational subject matter experts.
- d) Assist TriTech in documenting FAT findings and results.
- e) Review and approve the appropriate TCRs.

7.3.7 Inform RMS Training

Note: Training classes are conducted based on the quantities that are specified in the Purchase Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Purchase Agreement.

Inform RMS Training classes are conducted on consecutive weekdays (Tuesday-Friday) during business hours. Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge. Training classes will only be delivered after the FAT has been completed and the results are documented.

A detailed description of these classes is provided below:

7.3.7.1 TriTech Responsibilities (for all Inform RMS Classes)

- a) Conduct a training orientation via conference call between the assigned TriTech Training personnel and the designated Client representative. The objective of this session is to define the Training Schedule, based on the configurations of the Subsystem.
- b) Schedule the Inform RMS Training class(es) in accordance with the Client's availability and the Project Schedule.
- c) Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.
- d) Develop and provide the Inform RMS Training Plan for all licensed product options to the Client.
- e) Conduct the training session(s) for the licensed product options on a mutually agreed to schedule.
- f) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

7.3.7.2 Client Responsibilities (for all Inform RMS Classes)

- a) Participate with the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the Client's System.
- b) Provide adequate facilities for the execution of the training to include adequate seating for each workstation and an overhead projector.
- c) Provide a Local RMS Administrator for each class that can answer agency specific questions as related to the build of the Client's system.
- d) Review and approve the applicable TCRs.

7.3.7.3 Inform RMS End User Training – Records

The Inform RMS End User Training for Records is a hands-on course that prepares the students to add, edit, and modify Incident, Arrest, Custody, Crash, Citation, Field Interviews, Pawn, Permits and Licensing, and other Event reports. This class also instructs users on how to search crime report records easily and efficiently. Students learn how to maintain State-reportable UCR/NIBRS reports. This class is recommended for all personnel responsible for the day-to-day records data entry and maintenance of all departmental reports. This three-day course prepares a core set of end users to use Inform RMS.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the internal structure of the Records Department and departmental policies and procedures. 3) An understanding of how the Records Department interacts with Dispatch and Patrol.

7.3.7.4 Inform RMS End User Training – Field Officers

The Inform RMS End User Training for Field Officers session is a hands-on three-day course. This course trains students to use Inform RMS and includes instructions on how to create and submit Incident, Arrest, Field Interview, Citation, and Crash reports through the workflow process. For the train-the-trainer portion of the class, TriTech prepares selected Client personnel to train other end users on Inform RMS. The goal is to prepare these personnel to apply TriTech's training concepts to train field users on Inform RMS.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and reporting procedures. 3) An understanding of how Patrol interacts with the Records Department and Dispatch.

7.3.7.5 Inform RMS Investigations Training

The Inform RMS Investigations training is a hands-on three-day course for Case Managers, Investigative Supervisors, and Investigators (Detectives). Students learn how to assign cases for investigation and track their progress, add case supplements/case materials, create incident supplements, arrests, and update cases as needed. Students will also learn how to add, edit, and search intelligence records, create an RMS case from intelligence data (if applicable), and use the Intelligence Master Index. Training should be conducted directly with detectives that can train other detectives at their agency; this helps ensure proper workflows are discussed and configured.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to Case Management, Investigations, and the management of Intelligence data (if applicable).

7.3.8 Inform RMS Integration Testing

Once the FAT is concluded for Inform RMS, Subsystems, and Interfaces that are scheduled to Go Live with Inform RMS and in preparation for Go Live, TriTech and the Client will conduct a one day Integration Testing. The Integration testing will be conducted based on a number of scenarios that test the records management process. These scenarios involve the Subsystems and Interfaces that are scheduled to Go Live with Inform RMS and can be tested in the pre-production environment. A small group of the Client staff (1-2 Records staff and field users) should participate in this test with TriTech. TriTech will work with the Client on defining a set of test scenarios that test the system based on the Client's practices. It is recommended that the Client utilizes sample calls from their legacy System. These scenarios must be signed off prior to commencement of the integration testing. At the successful completion of Integration Testing without any issues that prevent the System to be taken Live the Client shall provide written approval that the System is ready for Go Live.

7.3.8.1 TriTech Responsibilities

- a) Schedule Integration Testing with the Client.
- b) Assist the Client in preparing test scenarios that can be used during this test and closely simulates the normal Client's call flow.
- c) Prepare and submit a TCR to the Client documenting the tests that will be used for Integration Testing.
- d) Participate in the Integration Testing with the Client.
- e) Prepare and submit TCRs upon successful completion of the Integration Testing.

7.3.8.2 Client Responsibilities

- a) Provide test scenarios that closely simulate the Client's normal call flow.
- b) Participate in conducting the Integration Testing.
- c) Review and approve the applicable TCRs.

7.4 Implementation of System Interfaces

7.4.1 Inform Standard Interfaces' Requirement Gathering and Configuration

The functionality and applicable configuration options for each of the TriTech Standard Interfaces are described in the Interface Requirements Documents (IRD).

A TriTech Systems Engineer will review the IRDs for each of the applicable Standard Interfaces with the Client's subject matter experts and prepare a configuration worksheet (ICD) detailing the parameters that will be set to meet the desired functionality for the Interface. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference. The Client is responsible for engaging the third party vendors whose systems are being interfaced with, so that an end to end flow of the data is discussed.

TriTech Systems Engineer will configure and install the Standard interfaces on Client's system hardware. IRDs are not Client specific documents, and not subject to edits, changes, or approval. Client specific configurations for Standard Interfaces are documented in configuration worksheets (ICD) and must be approved prior to configuration of the interface.

Installation and configuration of Standard Interfaces can only be performed by qualified members of TriTech System Engineering or Engineering teams, using proprietary tools. Any changes to the requirements of the Records Check Interface from the approved Configuration worksheet will be subject to additional cost and configuration time. Once each of the Standard Interfaces are installed and configured, they can be staged for FAT.

TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Purchase Agreement.

Note 1: Standard Interfaces are developed and enhanced within the TriTech product version process for TriTech software products (such as Inform CAD). Changes to standard Interfaces will require adherence to the development life cycle therein. Changes to standard Interfaces that are delivered within this life cycle will require the Client's system to be on a compatible version.

Note 2: The Client's provision of Interface Requirements for Standard Interfaces is an early Project checkpoint. This information is needed to prepare the configuration sheets for Standard Interfaces. Incomplete, inaccurate or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project, since modification to Standard Interfaces are only released with a major version of Inform CAD.

Note 3: Any changes to the configuration of Standard Interfaces made by the Client makes the Interface non-supportable, and all troubleshooting efforts resulted by such changes will be subject to additional cost.

Note 4: The Client is responsible for any services or software needed from such Third Party Systems to allow for interaction with the Third Party System or for connecting to TriTech Interfaces Software in the absence of a Third Party API. TriTech is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

7.4.2 Custom Interfaces' Requirement Gathering and Configuration

A TriTech Systems Engineer will review requirements specified by the Purchase Agreement applicable to Custom Interfaces, and lead gathering detailed operational requirements within the scope of the Purchase Agreement. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference.

Once sufficient information has been gathered to describe the operational functionality of the Interface, the Systems Engineer will create Operational Scenario Documents (OSD) detailing the operation of the Interface. Client's input in detailing all relevant information regarding the operations of these interfaces and interactions with the external systems are essential to timely and accurate development of the OSDs. The completed OSDs will be provided for Client's review. This document must be approved by both the Client and TriTech prior to development. The Client will be given a TCR that the document was provided, meets the requirements and has been reviewed with the Client. The Client must review the OSD within 10 days from delivery by TriTech, and provide comments and questions back to TriTech or provide approval if no changes or edits is necessary.

The Client is responsible for obtaining the API for each of the third party vendors that TriTech applications are interfacing with. The API must be for the version of the third party software that TriTech will be interfacing with. The timelines for providing these documents to TriTech is concurrent with development of the OSD, so that any limitations associated with the level of integration with the third party application can be taken into consideration.

Delays in review and approval of the OSDs can impact timely development of the interfaces, and ultimately delay the Go Live of the system. All requirement changes for Custom Interfaces after approval of the OSD shall follow the Change Management process, and may be subject to additional cost and development time.

Upon approval of the OSD the custom interfaces are developed by TriTech engineering team. Once developed, these interfaces will be installed on Client equipment and go through testing with the Client and applicable third party vendors who own and administer the vendor side of the interface.

The Client is also responsible for coordinating execution of a mutual Non-Disclosure Agreement (NDA) between the third party vendors and TriTech before any technical information or documentation can be exchanged or testing can commence.

TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Purchase Agreement.

Note 1: The Client's provision of Interface requirements for each of the Custom Interfaces is an early Project checkpoint. This information is needed to develop the OSDs for Custom Interfaces. Incomplete, inaccurate, or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project.

Note 2: The Client is responsible for providing Application Programming Interface (API) documentation for the Third Party Systems. The API must document the integration process for the level of interface integration defined by TriTech's response to the RFP. The Client is responsible for any services or software needed from such Third Party Systems to allow for integration with the third party system.

Note 3: The scope of functionality for the custom interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note 4: High level descriptions of each of the custom interfaces in Appendix D - Custom TriTech Interfaces, will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note 5: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

Note 6: TriTech is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

7.4.3 Interface Functional Acceptance Testing (FAT)

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to Client's configurations.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the Systems Engineer. The test source will be the provided IRDs; therefore all Standard Interfaces will be tested against standard, predefined TriTech FAT documents. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

TriTech will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

7.4.3.1 TriTech Responsibilities

- a) Provide the IRD to the Client for review for each of the Standard Interfaces.

- b) Prepare and submit a TCR to the Client, documenting the delivery of the IRDs to the Client for Standard Interfaces.
- c) Review the IRD with the Client for each of the Standard Interfaces and gather and document the configuration options for the Interface.
- d) Install and Configure the Standard Interfaces based on the agreed upon configurations.
- e) Gather the operational requirements for each of the Custom Interfaces and develop and OSD.
- f) Provide the OSD to the Client for review and approval. (for custom interfaces only)
- g) Prepare and submit a TCR to the Client, documenting Client's approval of the OSD for each of the Custom Interfaces.
- h) Develop the Custom Interfaces based on the approved OSD.
- i) Install and configure the Custom Interfaces.
- j) Prepare and submit TCRs upon installation of the Interfaces.
- k) Develop FAT documents reflecting feature descriptions found within the provided and applicable OSDs.
- l) Provide the FAT documents to the Client for review prior to conducting the FAT for each interface.
- m) Provide a TCR to the Client to approve the receipt of the FAT documents.
- n) Assist the Client in conducting Acceptance Testing in accordance with FAT documents.
- o) Prepare and Submit a TCR, documenting completion of FAT including any exceptions to FAT.
- p) Resolve FAT issues and re-run tests as required.

7.4.3.2 Client Responsibilities

- a) Participate in the review of the IRDs and provide the configuration information to TriTech in a timely manner.
- b) Provide the information that are necessary for development of the OSD for each Custom Interface.
- c) Obtain the API for each of the third party applications that TriTech interfaces with and provide the document to TriTech.
- d) Review and approve the OSDs based on the required timelines.
- e) Engage the third party vendors in the requirement gathering, development, testing and other interface development activities.
- f) Review and approve the FAT documents.
- g) Participate in the FAT.
- h) Assist TriTech in documenting FAT findings and results.
- i) Review and approve the applicable TCRs.

7.5 Inform RMS Legacy Data Conversion (Bryan PD Tiburon RMS)

TriTech has engineered a solution that incorporates Client legacy data into Inform RMS in a way that retains its historical accuracy while ensuring the integrity of the Inform RMS System. TriTech's Integrated Solution Department will work with the Client throughout this phased process.

Prior to any final conversion of legacy data, TriTech will provide a Functional Specification Document (FSD) that will identify all of the data to be converted, mappings to Inform RMS, conversion rules, and code table transformations. The FSD must be approved by the Client prior to TriTech developing the scripts for the Data Conversion.

The scope of the data conversion will be limited to a one-way import of Inform RMS data for the following application entities:

- Master Person Indices (MPI) Tiburon Total Command RMS
 - All Master Persons
- Master Vehicle Indices (MVI) Tiburon Total Command RMS
 - All Master Vehicles associated to imported entities listed below
- Master Property Indices (MPI) Tiburon Total Command RMS
 - All Master Property associated to imported entities listed below
- Master Location Indices (MLI) Tiburon Total Command RMS
 - All Master Locations associated to imported entities listed below
- Arrest Tiburon Total Command RMS
- Case Tiburon Total Command RMS
- Incidents Tiburon Total Command RMS
- Warrants Tiburon Total Command RMS
- Evidence Tiburon Total Command RMS

7.5.1 Phase 1 – Mapping Plan

Phase I of the Data Conversion project begins with the Client extracting a complete set of data and providing the data to TriTech in a Microsoft SQL format. The Client will provide at least one intermediate extract of RMS data for TriTech testing purposes, plus one final extract. The Client will supply a data dictionary and relationship diagrams defining all of the data items that are to be included the data conversions. This must be in a machine-readable format that can be included as a part of the Operational Scenario Document (OSD) that TriTech will generate.

Note: The Client will provide an initial, complete export of all of the legacy data to TriTech within 60 business days of project signing to enable TriTech to develop the appropriate data conversions.

Note: In the event that the Client makes any modification to their original data in order to include it in an Inform RMS record, they must fully document the transformation process used. All transformations so supplied must be able to be implemented via scripts vs. “human-interpretive” processes. These include, but are not limited to names and addresses.

Note: No additional modifications to existing TriTech products or database fields are required.

Note: No images or objects will be converted.

TriTech will perform a data analysis to determine the actual usage of individual tables and fields within the client-provided legacy database. The results of this analysis will be formatted into an Excel worksheet that will be used as the framework of the legacy data Mapping Plan.

Interpretation of the meaning of the individual tables and fields pertaining to the legacy system will be derived from information supplied by the Client. TriTech will create a proposed mapping of this data into the TriTech application. Once the client has reviewed and approved the proposed Mapping Plan, a copy of the final Mapping Plan will be delivered to the Client for sign-off as the first deliverable of the conversion.

7.5.2 Phase II – Initial Data Load

Phase II of the Data Conversion will be for TriTech to develop mapping scripts and design non-standard reports (Comprehensive Narratives). The second deliverable will be for TriTech to deliver the initial load for client review. Depending on the amount of data involved, TriTech may limit it to a representative subset of the records in the legacy database.

7.5.3 Phase III – Final Data Load

The third phase will occur prior to Go Live of the Inform RMS application. TriTech will remotely load the converted data on to the Client production server.

7.5.4 TriTech Responsibilities

- a) TriTech will provide a set of templates that will include all data elements that are included in the Inform RMS data conversion. The template includes the most widely used fields and provides the greatest value for Inform RMS users.
- b) TriTech will map the RMS data to the available Inform RMS fields at time of implementation.
- c) TriTech will set up an Inform RMS Test Server and workstation at TriTech.
- d) TriTech will test and debug the complete RMS Import on the Test Server using the intermediate data set delivered to TriTech by the Client.
- e) TriTech will schedule a remote GoToAssist session to allow the Client to review and approve the conversion completed on the Test Server.
- f) TriTech will pre-process the data as required for the conversion. TriTech will use GoToAssist to remotely perform the conversion on the Client's production Server.
- g) TriTech is responsible for creating the necessary scripts for the data transfer.
- h) TriTech is responsible for completing the remote installation.

7.5.5 Client Responsibilities

- a) The Client will extract a complete set of data for analysis, and provide it to TriTech into the templates provided in a compatible Microsoft SQL Database format.
- b) The Client will supply a data dictionary and relationship diagrams defining all of the data items that are to be included the data conversions.
- c) The Client must provide a SME and make them available for consulting throughout the project.
- d) The Client will manually enter a minimum of 10 representative records into each module to be included as part of the Data Conversion. The data used for entry must be included and identified in the initial data extraction supplied to TriTech.
- e) Prior to go-live, The Client will provide TriTech a final backup of legacy data.
- f) Acquaint themselves with the modules included in the Data Conversion.
- g) The Client is responsible for identifying and documenting all data elements to be imported.
- h) The Client is responsible for providing access to requested data for importing.

7.5.6 Completion Criteria

This section will be considered complete when the final conversions has been populated within the production system and validated by the Client as complying with the Data Conversion Planning Document.

7.6 System and Subsystem Go Live

The “cut over” of each of the Inform RMS and Interfaces into the production environment is a highly orchestrated activity that will require a number of resources from both the Client and TriTech teams.

7.6.1 Inform RMS Go Live

Once end-user training has been completed and Inform RMS is ready to be placed into production, TriTech will assist the Client in placing the system into operation. In preparation for Go Live, TriTech will assist the Client in cleaning the training data from the Inform RMS System.

TriTech will provide the Client with a standard Go Live authorization letter that must be approved by the Client no later than 3 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the Client's confirmation that the System and staff are ready for Go Live.

At Go Live, the TriTech and Client implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through TriTech Technical Services. A more detailed Go Live plan will be provided with adequate lead time.

The duration of the Go Live support for Inform RMS and its subsystems for this project will be 2 days (to include pre and post cutover) by 2 people. Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require TriTech support that begins before or extends beyond weekdays will be subject to additional charge. The breakdown of onsite Go Live Services is as follows:

Inform RMS Go Live Coverage:

2 persons for 2 days covering a single shift and a single agency during normal business hours (additional services will be required to include additional agencies).

7.6.1.1 TriTech Responsibilities

- a) Prepare and submit a Go Live authorization letter to the Client.
- a) Identify the participants for the Go Live in accordance with the terms of the Purchase Agreement.
- b) Have specified personnel onsite in advance of the Go Live date to begin the final inspection of the Client's system as part of the Go Live preparations.
- c) Be on-site to assist the Client in placing the system into production status.
- d) Assist Client staff in using the system and assist the computer operations staff in supporting the system.
- e) Provide System monitoring following the actual System cut over as specified within the Purchase Agreement.
- f) Prepare and submit a TCR upon first Live operation of Inform RMS.

7.6.1.2 Client Responsibilities

- a) Complete Inform RMS roll out to support the Go Live date.
- b) Review and approve the Go Live authorization letter no later than 3 weeks prior to each scheduled Go Live.
- c) Complete all relevant end user training to support the Go Live of the Subsystems.
- d) Place the software into production and begin operational use in consultation with TriTech and in accordance with the project schedule.
- e) Provide adequate persons for the supervision and assisting the end users beyond the participation of the TriTech staff.
- f) Provide dedicated workstations for TriTech support staff during Go Live support period.
- g) Provide Client IT support to cover all Client end user and TriTech staff hours of operation.
- h) Develop a process for the reporting and resolution of issues.

- i) Review and approve the applicable TCR.
- a)

8 PROJECT CLOSURE

When all pre and post go live project deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to TriTech's Technical Services Group. Any remaining Project related administrative tasks are completed by TriTech and Client. Project documentation is archived and primary Client interaction is officially handed over from the TriTech Project Manager to the TriTech Account Executive.

8.1 System Transition

Following Go Live, there is a transition period where the Client moves from the implementation team to the support team. This transition will change the Client's primary point of contact from the Project Manager back to the Account Executive. Software support will be handled through the Technical Services Group. The Client's issues will be entered, tracked, and managed via a computerized and web-enabled issues tracking system. This tracking system will become available to the Client at system installation.

8.1.1.1 TriTech Responsibilities

- a) Provide payment reconciliation, final TCRs and final invoices.
- b) Transition the TriTech point of contact from the Project Manager to the Account Executive and Technical Support Department.
- c) Provide continued support based on terms of Purchase Agreement.

8.1.1.2 Client Responsibilities

- a) Provide approval of Project TCRs within five (5) business days.
- b) Provide payment reconciliation and payment of final invoices.

9 APPENDIX A - REQUIRED INFORM CAD DOLF CODE FILE BUILD

Not Applicable.

10 APPENDIX B - CONTRACTED MODIFICATIONS TO STANDARD TRITECH SOFTWARE PRODUCTS

Note: Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

There are no product modifications proposed for this project.

11 APPENDIX C - STANDARD TRITECH INTERFACES

Note: The scope of functionality for these Standard interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

List of Project's Standard Interface:

Production Environment:

- a) One (1) Standard CAD to RMS Data Transfer Interface

12 APPENDIX D - CUSTOM TRITECH INTERFACES

Note: The Client is responsible for providing Application Programming Interface (API) documentation to these Third Party Systems that document the integration process for the level of interface integration defined by TriTech's response to the RFP. The Client is responsible for any services or software needed from such Third Party Systems to allow for interaction with the Third Party System API or for connecting to TriTech Interfaces Software in the absence of a Third Party API.

Note: The scope of functionality for these custom interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

List of Project's Custom Interfaces (OSDs to be provided):

a) Brazos Citation

Import citation related data into TriTech Inform RMS. The following form(s) are included as part of this effort:

- Traffic Ticket
- Traffic Ticket Warning Citation

Note: Any additional form(s) support, will need to be reviewed and scoped and is not part of this effort.

TriTech's Automated Brazos Citation Importer is a Windows Service providing one-way data transfer from the Brazos system to Inform RMS. TriTech's Automated Brazos Citation Data Importer Interface will monitor a shared network directory for new submissions. Once detected the data will be transformed for import into Inform RMS.

Citation data is to be published by Brazos system to files in a shared network directory where the data is available for import by Inform RMS. The data is to be provided in fully documented, machine-readable XML. As proposed, the TriTech Automated Brazos Citation Importer supports data imports in a single format. PDF files can be part of the import.

A single style sheet is configured to map the relevant data elements from the Brazos system output file to the Inform RMS Citation data structure. Data not supported by the Inform RMS data model will not be imported.

The TriTech Automated Brazos Citation Importer provides master indices resolution for Citation data imported into Inform RMS. The citation data imported from the Brazos system is available to access through the Inform RMS client upon successful import into Inform RMS.

The Automated Brazos Citation Importer supports a multi-jurisdiction environment. It is assumed that all agencies utilizing the Brazos system are sharing the same Inform server as the Client and utilizing the same version and format of the Brazos software. The Brazos Citation Importer can look for two folders, one folder for the County and another folder for the City as long as the files are in the same format and are on the same RMS server.

Deployment and operation of the TriTech Brazos Citation Importer, as described here, does not require modifications to existing TriTech products and no product modifications are proposed.

The TriTech Automated Brazos Citation Importer and associated data store reside on a conventional or virtualized server platform compliant with TriTech's approved hardware and software specifications.

TriTech's planned scope of work assumes the shared directory used by the Brazos system for depositing exported files will be on the same local area network as Inform RMS or will be accessible from the Inform RMS network.

The TriTech Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the TriTech Automated Brazos Citation Importer.

TriTech's Cost Proposal does not include any products, services, or other fees that might be assessed by any third-party for enabling the TriTech Automated Citation Importer as described.

b) TxDOT Crash Reporting

TriTech's Cost Proposal includes licensing, deployment, initial configuration and maintenance support of a unidirectional import utility that ingests motor vehicle crash data captured using TxDOT Crash system to the Inform RMS database. The import feature is designed to eliminate redundant data entry at the RMS for crash information captured while using TxDOT Crash system.

TriTech's Automated Motor Vehicle Crash Data Importer is a Windows Service providing one-way data transfer from the TxDOT Crash system to Inform RMS. TriTech's Automated Motor Vehicle Crash Data Importer Interface will monitor a shared network directory for new submissions. Once detected the data will be transformed for import into Inform RMS.

Crash data is to be published by TxDOT Crash system to files in a shared network directory where the data is available for import by Inform RMS. The data is to be provided in fully documented XML file format. As proposed, the TriTech Automated Crash Data Importer supports data imports in a single format.

A single style sheet is configured to map the relevant data elements from the TxDOT Crash system output file to the Inform RMS DMV data structure. Data not supported by the Inform RMS data model will not be imported.

Updates from TxDOT to existing records in Inform RMS is not included as part of this proposal. If updates are desired, further conversation needs to occur for documenting and scoping that functionality.

The TriTech Automated Motor Vehicle Crash Data Importer provides master indices resolution for crash data programmatically imported into Inform RMS. The crash data imported from the TxDOT Crash system is available to access through the Inform RMS client upon successful import into Inform RMS.

Deployment and operation of the TriTech Automated Crash Data Importer, as described here, does not require modifications to existing TriTech products and no product modifications are proposed.

The TriTech Automated Crash Data Importer and associated data store reside on a conventional or virtualized server platform compliant with TriTech's approved hardware and software specifications.

TriTech's planned scope of work assumes the shared directory used by the TxDOT Crash system for depositing exported files will be on the same local area network as Inform RMS or will be accessible from the Inform RMS network.

The TriTech Cost Proposal assumes the Client will support any component and/or integration testing required to facilitate the timely delivery of the TriTech Automated Crash Data Importer.

The proposed TriTech Automated Crash Data Importer assumes that all data entry occurs in the TxDOT Crash system.

Timely approval of interface documentation, support of remote deployment tasks (to include providing secure and reliable remote network access for installation, training and support) and execution of any acceptance testing will be incorporated as part of any resulting contract with TriTech.

TriTech's Cost Proposal does not include any products, services, or other fees that might be assessed by any third-party for enabling the TriTech Automated Crash Data Importer as described.

The TriTech Automated Crash Data Importer is compatible with the version of Inform RMS proposed in TriTech's cost proposal.

Assumptions: TriTech will create a Functional Specifications document that must be approved by the Client and TxDOT prior to beginning any development on the utility. No modifications to any existing TriTech product or database will be required for this utility. All installation and any associated training will be performed remotely by a TriTech technician. TriTech will only provide documentation sufficient for a TriTech technician to install and configure the application remotely.

The TxDOT crash system will supply data formatted as fully documented XML files that are loaded to a file share; Integrated Solution Framework will be used.

c) Protective Order

A unidirectional interface that imports Warrant information for Protective Orders captured in Tyler Technologies, Odyssey application.

TriTech's Automated Warrant Importer is a Windows Service providing one-way data transfer from Tyler Technologies to Inform RMS. TriTech's Automated Warrant Data Importer Interface will monitor a FTP directory for new and updated submissions. Once detected the data will be transformed for import into Inform RMS.

The data is to be provided in fully documented XML file format. As proposed, the TriTech Automated Warrant Importer supports data imports in a single format.

A single style sheet is configured to map the relevant data elements from Tyler Technologies output file to the Inform RMS Warrant data structure. Data not supported by the Inform RMS data model will not be imported.

The TriTech Automated Warrant Importer provides master indices resolution for Warrant data imported into Inform RMS. The Warrant data imported from Tyler Technologies is available to access through the Inform RMS client upon successful import into Inform RMS.

Additionally, the interface will support Disposition Status, Date Issued, and Expiration Date warrant updates to the Inform RMS. Updates being submitted must contain a unique identifier in order to update the existing record in Inform RMS.

Deployment and operation of the TriTech Warrant Importer, as described here, does not require modifications to existing TriTech products and no product modifications are proposed.

The TriTech Automated Warrant Importer and associated data store reside on a conventional or virtualized server platform compliant with TriTech's approved hardware and software specifications.

TriTech's planned scope of work assumes the shared directory used by the third party system for depositing exported files will be on the same local area network as Inform RMS or will be accessible from the Inform RMS network.

The TriTech Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the TriTech Automated Warrant Importer.

TriTech's Cost Proposal does not include any products, services, or other fees that might be assessed by any third-party for enabling the TriTech Automated Warrant Importer as described.

d) Warrant

A unidirectional interface that imports Warrant information for Class A, B, C, and felony warrants captured in Tyler Technologies, Odyssey application.

TriTech's Automated Warrant Importer is a Windows Service providing one-way data transfer from Tyler Technologies to Inform RMS. TriTech's Automated Warrant Data Importer Interface will monitor a FTP directory for new and updated submissions. Once detected the data will be transformed for import into Inform RMS.

The data is to be provided in fully documented XML file format. As proposed, the TriTech Automated Warrant Importer supports data imports in a single format.

A single style sheet is configured to map the relevant data elements from Tyler Technologies output file to the Inform RMS Warrant data structure. Data not supported by the Inform RMS data model will not be imported.

The TriTech Automated Warrant Importer provides master indices resolution for Warrant data imported into Inform RMS. The Warrant data imported from Tyler Technologies is available to access through the Inform RMS client upon successful import into Inform RMS.

Additionally, the interface will support Warrant Status and Status Date and Time warrant updates to the Inform RMS. Updates being submitted must contain a unique identifier in order to update the existing record in Inform RMS.

Deployment and operation of the TriTech Warrant Importer, as described here, does not require modifications to existing TriTech products and no product modifications are proposed.

The TriTech Automated Warrant Importer and associated data store reside on a conventional or virtualized server platform compliant with TriTech's approved hardware and software specifications.

TriTech's planned scope of work assumes the shared directory used by the third party system for depositing exported files will be on the same local area network as Inform RMS or will be accessible from the Inform RMS network.

TriTech's Cost Proposal does not include any products, services, or other fees that might be assessed by any third-party for enabling the TriTech Automated Warrant Importer as described.

e) Two-Way Interface with Tyler Technology Odyssey Jail Manager

A bidirectional interface that will share arrest information with Tyler Technologies, Odyssey Jail Manager.

In order to provide that integration, TriTech will develop an arrest publisher and an arrest importer.

Arrest Publisher:

The Publisher will provide a defined set of data Upon user initiated action. Once a record is ready for submission to Tyler Technologies, the user will perform an action to indicate that the record is to be sent to Tyler Technologies.

The published data will be placed on a FTP site for consumption by Tyler Technologies in an XML file format.

Each record published will contain both a record type and a unique source record identifier that is based on the primary key of the parent record in Inform RMS.

TriTech will re-send the entire record following modification to the record. The Publisher utility will maintain a log file that will identify any file I/O errors encountered during its operation.

Arrest Importer:

The Automated Arrest Importer is a Windows Service providing one-way data transfer from Tyler Technologies to Inform RMS Arrest module. TriTech's Automated Arrest Data Importer Interface will monitor a FTP directory for new submissions. Once detected the data will be transformed for import into Inform RMS.

Arrest data is to be published by Tyler Technologies to an FTP directory where the data is available for import by Inform RMS. The data is to be provided in fully documented XML file format. As proposed, the TriTech Automated Arrest Importer supports data imports in a single format.

A single style sheet is configured to map the relevant data elements from Tyler Technologies output file to the Inform RMS Arrest data structure. Data not supported by the Inform RMS data model will not be imported.

The TriTech Automated Arrest Importer provides master indices resolution for Arrest data imported into Inform RMS. The Arrest data imported from Tyler Technologies is available to access through the Inform RMS client upon successful import into Inform RMS.

General:

Deployment and operation of the TriTech Arrest Interface, as described here, does not require modifications to existing TriTech products and no product modifications are proposed.

The TriTech Arrest Interface and associated data store reside on a conventional or virtualized server platform compliant with TriTech's approved hardware and software specifications.

TriTech's Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the interface.

TriTech's Cost Proposal does not include any products, services or other fees that might be assessed by any other third-party for enabling the integration as described.

13 APPENDIX E - SUBCONTRACTOR(S) STATEMENT(S) OF WORK

Not applicable.

ADDENDUM A-2

PROPRIETARY INFORMATION¹

NUMBER OF TRITECH SOFTWARE LICENSES,
INSTALLATION AND SHIPPING INSTRUCTIONS

TriTech Software License Fee(s)

RMS Software License Fee(s)	Unit Price	Qty	Total Price
Inform FBR User	\$915.00	65	\$59,475.00
Inform RMS Accident	\$13,068.00	1	\$13,068.00
Inform RMS Server Software (E - 101-250 Users)	\$77,300.00	1	\$77,300.00
Inform RMS Test or Training System	\$0.00	1	\$0.00
Inform RMS User	\$1,590.00	75	\$119,250.00
NCIC/State Message Switch Server Software - Inform RMS	\$20,160.00	1	\$20,160.00
NCIC/State Software Inform RMS Concurrent User	\$500.00	75	\$37,500.00
RMS GIS (Without CAD)	\$18,700.00	1	\$18,700.00

RMS Software License Fee(s) Subtotal:

\$345,453.00

Tiburon Upgrade Credit:

(\$-345,453.00)

TriTech Software License Fee(s) Total:

\$0.00

INSTALLATION AT DESIGNATED LOCATION AND SHIPPING INSTRUCTIONS

Deliver To:

City of Bryan
801 E. 29th St
Bryan, TX 77803

¹ THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

ADDENDUM A-3

PROPRIETARY INFORMATION¹

INTERFACES

Custom Interfaces

Product Name	Unit Price	Qty	Total Price
Inform RMS Interface with Brazos Citation	\$10,000.00	1	\$10,000.00
Inform RMS Protective Order	\$13,000.00	1	\$13,000.00
Inform RMS Two-Way Interface with Tyler Technology Odyssey Jail Manager	\$15,000.00	1	\$15,000.00
Inform RMS Warrant Interface	\$13,000.00	1	\$13,000.00

Custom Interfaces Total: \$51,000.00

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ADDENDUM A-4

PROPRIETARY INFORMATION¹

**TRITECH SERVICES, SUPPORT AND MAINTENANCE FEES
AND MISCELLANEOUS**

RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
Onsite Go Live Support Services for RMS (2 persons, 2 days, single shift)	\$12,600.00	1	\$12,600.00
Remote Implementation Services for RMS GIS	\$2,500.00	1	\$2,500.00
RMS 3-Day Workshop and Consultation	\$6,300.00	4	\$25,200.00
RMS Administration Review and Training - (E - 101-250 concurrent users)	\$7,000.00	1	\$7,000.00
RMS Business Analysis and Consultation Services (60 Hours)	\$10,500.00	1	\$10,500.00
RMS DOLF (E - 101-250 Users)	\$23,800.00	1	\$23,800.00
RMS Position Installation (up to 5 workstations)	\$3,150.00	1	\$3,150.00
RMS Server Installation and Configuration	\$7,700.00	1	\$7,700.00
RMS Standard Functional Acceptance and Integration Testing - (E - 101-250 concurrent users)	\$14,000.00	1	\$14,000.00
RMS System Orientation and Analysis - (E - 101-250 concurrent users)	\$26,250.00	1	\$26,250.00
RMS User Training - Field Officers (3 Days)	\$4,200.00	1	\$4,200.00
RMS User Training - Investigations (3 Days)	\$4,200.00	1	\$4,200.00
RMS User Training-Records (3 days)	\$4,200.00	1	\$4,200.00

RMS Implementation Service Fee(s) Subtotal: **\$145,300.00**

TriTech Implementation Service Fee(s) Total: **\$145,300.00**

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$102,375.00	1	\$102,375.00
Estimated Travel Expenses (To be billed as incurred)	\$41,675.00	1	\$41,675.00
Tiburon TC RMS Data Conversion Additional Datao Inform RMS	\$56,000.00	1	\$56,000.00
TxDOT Crash Import	\$17,500.00	1	\$17,500.00

Project Related Fee(s) Total: **\$217,550.00**

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Addendum A-4 (continued)
PROPRIETARY INFORMATION¹

Annual Software Support Fee(s) (Year 2)*

Product Name	Support Level	Total Price
Inform FBR User	8 x 5	\$10,705.50
Inform RMS Accident	8 x 5	\$2,352.24
Inform RMS Interface with Brazos Citation		\$1,800.00
Inform RMS Protective Order		\$2,340.00
Inform RMS Server Software (E - 101-250 Users)	8 x 5	\$13,914.00
Inform RMS Test or Training System Maintenance		\$1,620.00
Inform RMS Two-Way Interface with Tyler Technology Odyssey Jail Manager		\$2,700.00
Inform RMS User	8 x 5	\$21,465.00
Inform RMS Warrant Interface		\$2,340.00
NCIC/State Message Switch Server Software - Inform RMS	8 x 5	\$3,628.80
NCIC/State Software Inform RMS Concurrent User	8 x 5	\$6,750.00
TxDOT Crash Import		\$3,150.00

Annual Software Support Fee(s) (Year 2) Total: \$72,765.54

*The Software Support fees are detailed in Addendum A-8 of this Agreement and are further described in the Software Support Agreement entered into between TriTech and Client coincident with this Agreement.

¹ THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

ADDENDUM A-5

PROPRIETARY INFORMATION¹

EQUIPMENT

Not applicable

¹ THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

ADDENDUM A-6

PROPRIETARY INFORMATION¹

SYSTEM SOFTWARE

Client will provide System Software that meets TriTech's recommended specifications.

NOTE: Additional Client responsibilities regarding licensing requirements for System Software for continued maintenance, including system expansion, are provided in the System Planning Document.

¹ **THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.**

ADDENDUM A-7

PROPRIETARY INFORMATION¹

SUBCONTRACTOR SOFTWARE, HARDWARE AND SERVICES

Not applicable to this Project.

¹ **THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.**

ADDENDUM A-8

PROPRIETARY INFORMATION¹

PAYMENT MILESTONES AND CONTRACT PRICE SUMMARY

Bryan, TX Inform Upgrade			
Inform RMS Project:	Market Contract Value	Payment Milestones – Amount Due	Payment Milestones – Due Dates
Services & travel, including maintenance	\$486,616		
Discount	(\$275,596)		
Total Implementation before maintenance and support	\$211,019	\$215,000*	Previously paid
Maintenance, yr 1, 10/15-9/16 (TC RMS support)	\$41,470	\$63,000	Previously invoiced
Maintenance, yr 2, 10/16-9/17	\$57,325	\$63,000**	October 30, 2016
Maintenance, yr 3, 10/17-9/18	\$72,666	\$63,000**	October 30, 2017
Maintenance, yr 4, 10/18-9/19	\$73,393	\$63,000**	October 30, 2018
Maintenance, yr 5, 10/19-9/20	\$74,127	\$63,000**	October 30, 2019
Total System Purchase and Support through 9/2020	\$530,000	\$530,000	

Payment Notes:

*\$215,000 previously paid under original Implementation Agreement.

**Invoices for the remaining Payments will be allocated as follows: \$23,310 paid by the City of Bryan, and \$39,690 by Brazos County.

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ADDENDUM A-9

PROPRIETARY INFORMATION¹

SYSTEM PLANNING DOCUMENT

(ATTACHED)

¹ THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

ADDENDUM A-10

PROPRIETARY INFORMATION¹

CERTIFICATE OF INSURANCE

(ATTACHED)

¹ THESE ADDENDA CONTAIN TRADE SECRET AND OTHER PROPRIETARY INFORMATION OF TRITECH SOFTWARE SYSTEMS. THE INFORMATION CONTAINED HEREIN SHALL NOT BE COPIED OR DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE NOT DIRECTLY RELATED TO PERFORMANCE OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF AN OFFICER OF TRITECH SOFTWARE SYSTEMS.

ADDENDUM B

**TRITECH MASTER PREFERRED
SOURCE CODE ESCROW AGREEMENT**

(ATTACHED)

ADDENDUM C

SUBCONTRACTOR WARRANTY, SUPPORT AND MAINTENANCE AGREEMENTS

Not applicable to this Project.

ADDENDUM D

SUBCONTRACTOR LICENSE AGREEMENTS

Not applicable to this Project.

ADDENDUM E

DEFINITION OF CRITICAL AND URGENT PRIORITY SOFTWARE ERRORS

The following table defines Critical and Urgent Priority Software Errors. Software Errors will be corrected in accordance with the Software Support Agreement.

Inform CAD and Inform Mobile

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> • Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of data & data corruption <p>This means one or more critical server components are non-functional disabling Inform CAD or Inform Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 2 – Urgent Priority	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>

Inform RMS

Priority	Issue Definition	Response Time
<p>Priority 1 – Critical Priority</p>	<p>Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:</p> <ul style="list-style-type: none"> • TriTech Inform RMS, Inform Jail or Inform FBR server software inoperative • Loss of ability for all Inform RMS, Inform Jail or Inform FBR users to log on to system • Inform Jail system down • Loss of transactional data & transactional data corruption <p>This means one or more critical server components are non-functional disabling Inform RMS, Inform Jail, or Inform FBR, workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, and Inform FBR is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.</i></p> <p>Support after Normal Customer Service Hours is not provided for Inform IQ and Inform Analytics.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<p>Priority 2 – Urgent Priority</p>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system • Loss of ability to transfer Inform FBR Reports • Unable to book or release inmates <p>A significant number of the Inform RMS, Inform Jail or Inform FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS, Inform Jail or Inform FBR workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, and Inform FBR is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.</i></p> <p>Support after Normal Customer Service Hours is not provided for Inform IQ and Inform Analytics.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response</p>

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform CAD:
 - a. The Inform CAD System is down and all workstations will not launch or function.
 - b. The Inform CAD System is inoperable due to data corruption caused by TriTech Software.
 - c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
 - d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).

2. Inform Mobile:
 - a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
 - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
 - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform RMS System:
 - a. The Inform RMS System Server is down and unavailable for queries.
 - b. The Inform RMS is inoperable due to data corruption caused by TriTech Software.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform CAD:
 - a. Inform CAD users are severely impacted due to one of the following conditions:
 - i. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
 - ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen. The inability to view/edit premise or caution note information.
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. The system does not perform unit recommendations.
 - v. Inability to assign a unit to an incident (using all available methods).
 - vi. Inability to change a unit's status (using all available methods).
 - vii. Inability to close an incident (using all available methods).
 - viii. Inability to view incident information needed to dispatch an incident (using all available methods).
 - ix. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day
2. Inform Mobile:
 - a. Inform Mobile users are severely impacted due to one of the following conditions:
 - i. Inability to receive new requests for service from TriTech CAD (using all available methods).
 - ii. Inability to view incident information needed to dispatch an incident (using all available methods).
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. Inability to enter a traffic stop or on-view incident.
 - v. The inability to view premise or caution note information.
 - vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
3. Inform CAD/Mobile Interfaces:
 - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
 - b. An Inform CAD Paging Interface is down.
 - c. An interface used for personnel rostering is down.
 - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
 - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
 - f. An ANI/ALI interface repeatedly fails to process information into an incident.
 - g. An interface to an external rostering system used to logon units is down.
 - h. An AVL interface fails to process updates for over 50% of units.
 - i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
 - j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.
4. Inform RMS, and Inform FBR:
 - a. Inform RMS - Inability to create and save reports.
 - b. Inform FBR – Inability to enter and transfer reports into RMS.
 - c. Inability to create UCR/NIBRS State Reports.

ADDENDUM F

TRITECH.COM SUBSCRIPTION SERVICE USE & LICENSE AGREEMENT

(Attached if applicable)

FIRST AMENDMENT TO
SYSTEM PURCHASE AGREEMENT

THIS FIRST AMENDMENT (the “Amendment”) to the System Purchase Agreement, by and between TriTech Software Systems (“TriTech”), the City of Bryan, Texas and Brazos County, Texas (collectively, the “Client”), dated as of February __, 2016 (the “Agreement”), is hereby entered into on February __, 2016 (the “Effective Date”).

WHEREAS, TriTech and the Client entered into the Agreement; and

WHEREAS, TriTech and the Client now mutually desire to amend the Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. The software licenses referenced in the Proposal/Sales Quotation dated as of 2/1/2016 (the “Quote”), attached hereto as Exhibit A (which is incorporated herein by reference), are hereby added to Addendum A-2 of the System Purchase Agreement. The services and annual software support fees referenced in the Quote are hereby added to Addendum A-4 of the System Purchase Agreement.

The software referenced in Exhibit A shall be implemented pursuant to the Statement of Work attached hereto as Exhibit B, which includes the specific tasks that are the responsibility of TriTech and the Client.

2. Except as expressly modified by this Amendment, the parties hereby ratify and confirm that all the other terms, conditions, provisions and covenants of the Agreement shall remain in full force and effect. In the event the terms of this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall control. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
3. This Amendment may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the amendment when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Amendment by facsimile transmission or electronic (i.e., .pdf) transmission. Each party agrees that the delivery of this Amendment by facsimile or electronic transmission shall have the same force and effect as delivery of original signatures.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Amendment as of the day and year first above written.

CITY OF BRYAN, TEXAS:

COUNTY OF BRAZOS, TEXAS:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

TRITECH SOFTWARE SYSTEMS:

By: *Blake Clark*

Name: Blake F. Clark
 Chief Financial Officer

Title: _____

Exhibit A

Proposal/Sales Quotation

Attached

Proposal/Sales Quotation

Quotation QUO-5054-0BLFK0	Quotation Date: 2/1/2016
---------------------------	--------------------------

General & Client Information

Agency Name: Bryan Police Department System Description: Bryan, TX Additional Line Items Client Contact: Bernie Acre Contact Phone: 979-209-5481 Contact Email: Expiration Date: Presented By: Roxanna Vincent	Bill To: 801 East 29th Street Bryan TX USA 77803 Ship To: 801 East 29th Street Bryan TX USA 77803
--	--

Project Products & Services

TriTech Software License Fee(s)

RMS Software License Fee(s)	Unit Price	Qty	Total Price
Inform RMS Barcode Handheld Reader Software	\$1,725.00	1	\$1,725.00
Inform RMS Evidence and Barcoding	\$13,070.00	1	\$13,070.00
Inform RMS Intelligence, Internal Affairs and Narcotics	\$21,780.00	1	\$21,780.00

RMS Software License Fee(s) Subtotal: \$36,575.00

TriTech Software License Fee(s) Total: \$36,575.00

TriTech Implementation Service Fee(s)

RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
Intelligence Training	\$1,800.00	1	\$1,800.00
RMS Property and Evidence Training (3 Days)	\$4,200.00	1	\$4,200.00

RMS Implementation Service Fee(s) Subtotal: \$6,000.00

IQ Implementation Service Fee(s)	Unit Price	Qty	Total Price
TRITECH.COM IQ 1/2 Day Admin Training (Remote)	\$700.00	1	\$700.00
TRITECH.COM IQ 1/2 Day End User Training (Remote)	\$700.00	1	\$700.00
TRITECH.COM IQ ANALYTICS 1 Day Dashboard End User Training (Remote)	\$1,400.00	1	\$1,400.00
TRITECH.COM IQ ANALYTICS 1/2 Day Reporting End User Training (Remote)	\$700.00	1	\$700.00

TRITECH.COM IQ ANALYTICS Set Up Services (Remote)	\$700.00	1	\$700.00
TRITECH.COM IQ Setup and Conversion Services (Up to 5 years for TT Products)	\$1,100.00	1	\$1,100.00

IQ Implementation Service Fee(s) Subtotal: **\$5,300.00**

TriTech Implementation Service Fee(s) Total: **\$11,300.00**

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$15,375.50	1	\$15,375.50
Estimated Travel Expenses (To be billed as incurred)	\$3,475.00	1	\$3,475.00
Additional Data Conversion	\$32,250.00	1	\$32,250.00
Personal Flags/FI Data Conversion	\$35,000.00	1	\$35,000.00

Project Related Fee(s) Total: **\$86,100.50**

Project Total: \$133,975.50

Recurring Fee(s) (Year 1)

Product Name	Unit Price	Qty	Total Price
TRITECH.COM IQ ANALYTICS 5 Concurrent User Bundle One Year Subscription	\$2,500.00	1	\$2,500.00
TRITECH.COM IQ Search (C - 41-250 Concurrent Users) One Year Subscription	\$7,200.00	1	\$7,200.00

Recurring Fee(s) (Year 1): **\$9,700.00**

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Total Price
Inform RMS Barcode Handheld Reader Software	8 x 5	\$310.50
Inform RMS Evidence and Barcoding	8 x 5	\$2,352.60
Inform RMS Intelligence, Internal Affairs and Narcotics	8 x 5	\$3,920.40

Annual Maintenance Fee(s) (Year 1) Total: **\$6,583.50**

Recurring Fee(s) (Year 2)

Product Name	Unit Price	Qty	Total Price
TRITECH.COM IQ ANALYTICS 5 Concurrent User Bundle One Year Subscription	\$2,500.00	1	\$2,500.00
TRITECH.COM IQ Search (C - 41-250 Concurrent Users) One Year Subscription	\$7,200.00	1	\$7,200.00

Recurring Fee(s) (Year 2): **\$9,700.00**

Exhibit B

Statement of Work

Attached

STATEMENT OF WORK

City of Bryan, Texas

Version 1.0



TriTech Software Systems
9477 Waples Street, Suite 100
San Diego, CA 92121
Fax: 858.799.1010
Technical Services: 1.888.VISI.CAD (847.4223)

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ArcGIS, ArcMap and ArcCatalog are registered trademarks of Environmental Systems Research Institute (ESRI) in the United States and other countries.

Document Control

Date	Version	Details/Changes	Author
October 8, 2015	1M	SOW Template	

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1 OVERVIEW

1.1 Statement of Work

In accordance with the terms and conditions of the System Purchase Agreement (the “Agreement”) between TriTech Software Systems (TriTech) and the City of Bryan, Texas (“Client”), this Statement of Work (SOW) defines the services and deliverables that TriTech will be providing under the Agreement.

This project description includes the services and Deliverables specified by the Purchase Agreement, including if applicable, TriTech Software and services, Subcontractor activities, Third Party products and services for the implementation of the System and Subsystems specified in the Purchase Agreement (collectively the “Project”).

Statement(s) of Work for applicable TriTech Subcontractor(s) are presented in Appendix E - Subcontractor(s) Statement(s) of Work.

In some cases, the framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD); Interface Requirements Documents (IRD); User and Administrator Documentation and Training Materials.

The number and type of software licenses, products, or services provided by TriTech or its Subcontractors are specifically listed in the Purchase Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) does not imply or convey a software, license, or services that are not explicitly listed in the Purchase Agreement.

1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Purchase Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of TriTech and the Client as further described in this SOW.
- Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.
- The OSD provides an operational description of a capability or feature within the applicable TriTech solution in sufficient detail that both Client and TriTech team mutually agree to the expected deliverable. The OSD provides the “what”, “how,” and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how TriTech’s Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by the Client, the OSD becomes the basis for TriTech’s development. Once approved, any further changes requested by the Client to the OSD and/or design may incur additional costs to the Client.
- Standard Interface Requirement Document (IRD) defines the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

1.3 System Acceptance Process

TriTech has created a standard Acceptance Test methodology which is designed to allow our clients to thoroughly evaluate and verify the functionality, performance, and reliability of TriTech System and Subsystems. These procedures include several steps that are described in later sections of this SOW. Upon successful completion of these procedures the system is deemed Accepted.

1.3.1 Functional Acceptance Testing

Functional Acceptance Testing (FAT) is conducted on each of the Subsystems prior to conducting the User Training on these applications and staging them for Go Live. The focus of these tests to verify that each Subsystem meets the functions as described in TriTech's standard FAT documents, which have been created based on TriTech's standard product specifications.

The Functional Acceptance Tests are performed based upon standard TriTech FAT documents that have a standard content and format. These standard FAT documents will be submitted to the Client for review prior to testing.

During the scheduled FAT and according to the FAT documents, TriTech and Client project personnel will work to identify any errors where the Subsystem does not conform materially to the FAT documents. Any such errors will be documented by TriTech on the FAT exceptions list. Errors listed on the FAT exception list will be classified as follows:

- 1) Pre-Go Live Issues: Issues in the Subsystem that prevent the Client from performing normal daily and monthly operations and therefore must be corrected prior to Go Live.
- 2) Post Go Live Issues: Issues identified in the FAT testing that do not prevent the Client from performing normal daily and monthly processes and therefore can be corrected after the Subsystem Go Live. These issues will not be used as part of the criteria for Acceptance.

In the event that the Client chooses not to follow the Acceptance Test processes defined in the Statement of Work, the Client's cutover to live production status (i.e., productive use) of any TriTech supplied Subsystem constitutes the Client's acceptance of the Subsystem.

1.3.2 Integration Testing

Once the FAT is successfully concluded for all subsystems that are scheduled to go live together and in preparation for Go Live, TriTech and the Client will conduct a one day Integration Test. Typically Inform RMS along with their associated Interfaces may go live together or separately.

The Integration Testing for Inform RMS and its subsystems will be conducted based on a number of scenarios that test the records management process. These scenarios include FBR and Interfaces that can be tested in the pre-production environment and are scheduled to go live at the same time. A small group of the Client staff (1-2 Records Clerks and 1-2 Field Officers) will participate in this test with TriTech. TriTech will work with the Client to define a set of test scenarios that test the Records Management System based on the Client's practices. It is recommended that the Client utilize sample incident, arrests, field interviews, citations, and crash reports from their legacy system.

Integration Test scenarios must be signed off prior to commencement of Integration Testing. At the successful completion of Integration Testing, without any issues that prevent the System to be taken Live, the Client shall provide written approval that the System is ready for Go Live.

1.4 General Client Responsibilities

In addition to those Client responsibilities stated elsewhere in this SOW, the Client is responsible for:

- 1) Electrical facilities (e.g., outlets, generator and other electrical infrastructure facilities) required for this project, including necessary maintenance.
- 2) Cabling (e.g., power, network, interface and other electrical and data transmission lines) required for this project, including necessary maintenance.
- 3) Network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), or ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.
- 4) Configuration and/or programming of network routers, switches and bridges – this includes providing information to TriTech staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with TriTech documentation.
- 5) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software required by the System).
- 6) The installation of servers into racks and the connection of such servers to network switches.
- 7) The assignment of machine names and IP addresses for servers to be utilized by the System. This includes joining the servers to the network and the assignment of security accounts as specified by TriTech documentation.
- 8) Any hardware and third party software or services necessary for implementing the System that is not listed in the Purchase Agreement as a TriTech Deliverable (not listed as a line item in the Price and Payment section of the Purchase Agreement). This includes workstations, server hardware, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.
- 9) Configuration, maintenance, testing, and supporting the Third Party Systems that the Client operates and which will be interfaced with as a part of this project. Specifically, the Client operates and supports Brazos Citation, TxDOT Crash Reporting, Tyler Technology Odyssey Jail Manager, Tyler Technology Protective Order, Tyler Technology Odyssey Warrant, and Tiburon Total Command CAD. The Client is responsible for maintaining and supporting these systems in good working order. The Client is responsible for providing Application Programming Interface (API) documentation to these systems that document the integration process for the level of interface integration defined by the Interface IRD and approved OSDs. The Client is also responsible for any cost associated with the development, or configuration of the Third Party System Vendor side of the Interfaces.
- 10) Consoles, furniture or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Purchase Agreement into existing consoles, furniture, vehicles or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of the Client.
- 11) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are System Orientation, DOLF, Acceptance Testing, Training, regular Project meetings, discussion regarding Interfaces, system installation planning, and the like.

- 12) The provision of Code Files and GIS data as requested by TriTech staff. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by TriTech staff in accordance with TriTech Documentation.
- 13) The timely review and approval of Functional Acceptance Testing (FAT) documents, OSDs, IRDs, Task Completion Reports (TCR) and/or other project documentation as further defined in this SOW.
- 14) Provide a facility with the required computer and audio-visual equipment for training.
- 15) Timely completion of acceptance testing for each of the TriTech Subsystems.
- 16) TriTech pricing for this Project assumes that all Client supplied products and services required to support the project will be delivered according to this agreed to Statement of Work, based upon a mutually agreed upon project schedule. This timeline will require a commitment by Client staff to attend project meetings, attend training, and execute action items in a timely fashion. Should the Client find that it is unable to support the agreed to schedule, TriTech reserves the right to execute a mutually agreed to Project Change Order. The Change Order will make the necessary modifications to schedule and/or scope of the project and, if applicable, allow TriTech to recoup any additional costs which may be incurred by TriTech as a result of Client delays.
- 17) The Client is responsible for providing remote connectivity to TriTech for the purpose of installation, configuration, testing, and troubleshooting of TriTech's applications at the Client site. TriTech's approved remote connectivity methods are described in the System Planning Document.
- 18) Connect and configure any Third Party hardware (such as Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, and Signature Pads) to Client workstations, if these services are not explicitly sold in the System Purchase Agreement.

1.5 Project Exclusions

- 1) TriTech Software Systems provides software applications that it develops. These applications are sold as and are considered to be "Commercial Off the Shelf" (COTS) software packages. The functionality of these products will be based on TriTech's current design and functionality of these COTS products, unless otherwise indicated in the Purchase Agreement, or if applicable, TriTech's responses to the RFP.
- 2) Work, software, services, hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Purchase Agreement will not be included in the Project.
- 3) Any modification to TriTech standard products or customizations to such products that are not explicitly stated in the Purchase Agreement are excluded from the scope of this Project.
- 4) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.
- 5) TriTech is not responsible for the deficiencies in the Client's internal or contracted network to support remote Inform RMS or other subsystem workstations.
- 6) TriTech is not responsible for the deficiencies in a Client's internal or contracted network to support some of the extended features of Inform Mobile and Inform Field Based Reporting products due to bandwidth or limitations in wireless coverage.
- 7) TriTech is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Purchase Agreement and this SOW.

2 PROJECT DELIVERABLES

2.1 Overview of Project Deliverables

This project will provide a combination of software and services that comprise the System for use by the Client's Public Safety Organization(s). The individual Subsystems to be provided comprise the overall System. The Purchase Agreement specifies the software licenses included in this Project by the quantity and environment in which licensed. This includes all Server and User Licenses, Standard and Custom Interfaces, as well as other TriTech tools and utilities.

The Purchase Agreement for this project incorporates the following major Subsystems:

- 1) Inform RMS (Production, Test/ Training)
- 2) System Interfaces as listed in the Appendices to this SOW

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. TriTech has implemented process gates to ensure successful completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Purchase Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Purchase Agreement.

2.1.1.1 Standard TriTech Software Deliverables

The functionality provided by Standard TriTech Software Products, including Interfaces (the core TriTech Software and Interfaces without any Modifications) is defined by TriTech Standard documentation such as User and Administration Guides for TriTech's major Subsystems such as Inform RMS, and other Standard Software products. Standard Interface Requirement Documents (IRD) define the functionality of the Standard Interfaces. These documents are standard, published TriTech documents, and are not specific to a Client.

Standard TriTech Interface Software to be delivered through this Project is identified as software licenses in the Purchase Agreement. The functionality provided by Standard TriTech Interface Software is defined by TriTech IRDs.

Any Modification to the functionality of Standard TriTech Software within the System, or Subsystems, shall follow the Change Management Process as described in Section 5.2, Change Management Process. The scope of the Modification will be described in an OSD. Release of all Modifications to TriTech's Standard Interfaces will follow Subsystem release cycles (i.e., Inform CAD, Inform RMS, and the like).

2.1.1.2 Contracted Modifications to Standard TriTech Software Products

Any Modifications to Standard TriTech Software Products including Inform RMS, and Standard System Interfaces that are to be delivered through this Project are listed in the Purchase Agreement. The functional scope of any Modification procured through the Purchase Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed under Appendix B - Contracted Modifications to Standard TriTech Software Products for Inform RMS and other major TriTech Subsystems; and under Appendix C - Standard TriTech Interfaces, for modifications to Standard Interfaces. Any and all modifications or enhancements that are not explicitly listed in the Purchase Agreement are not within the scope of this Project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: All enhancements and modifications to any of TriTech's Standard products (including the Interfaces) will only be released with a major version of the applicable subsystem (i.e., Inform CAD, Inform Mobile, Inform RMS, and the like) based upon the relevance and dependency to these products.

Note: Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a **service pack or patch** is a piece of **software** designed to fix problems with, or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.

2.1.1.3 Contracted Custom Interface Software

Custom Interfaces to be created by TriTech are identified as individual software licenses in the Purchase Agreement. A high level description of the intended functionality and scope is attached as part of Appendix D - Custom TriTech Interfaces to this SOW. The detailed functional scope of any custom Interface procured through the Purchase Agreement will be defined by an OSD, which will be developed and delivered to the Client during the project.

Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

3 TRITECH PROJECT ROLES AND RESPONSIBILITY

3.1 Overview

TriTech will appoint a team of specialized personnel that will implement the Project under the direction of TriTech's Project Manager. The team will be multi-disciplinary and the team members may specialize in different products or Subsystems. Team members may be engaged in different phases of the Project as necessary and in some cases are involved in the Project for a limited timeframe. Any personnel changes by TriTech will be discussed with and agreed upon by the Client in advance. Such agreement will not be unreasonably withheld.

The descriptions of personnel roles noted below provide an overview of typical Project team members. Other personnel may be involved under the direction of the TriTech Project Manager in order to complete the requirements of the Project.

3.2 TriTech Project Manager

TriTech has appointed a TriTech Project Manager as the principal TriTech contact who will be responsible for managing TriTech's responsibilities related to the implementation of the Project, as described in this SOW and within the scope of the Purchase Agreement.

The Project Manager utilizes a standardized methodology for project implementation, project management, and risk identification and management. TriTech's Project Manager is responsible for Project scheduling and management of TriTech Project personnel and applicable Subcontractor/supplier resources, budget management, identification and management of Project risks, and communication with the Client's Project team. The TriTech Project Manager will be responsible for the collaborative coordination of Client resources in an effort to ensure that avoidable Project delays will be minimized.

The Project Manager is involved in the Project beginning with the SOW development and continuing through post Go Live Project closure activities. The Project Manager will be an active participant in many of the milestone events through the course of the Project including System Orientation, DOLF, and Go Live.

The Project Manager will organize a bi-weekly Project status call with the Client and necessary Project team members. Additionally, the Project Manager will provide the Client with a written Project status report on a monthly basis, as further defined in this SOW.

3.3 Systems Engineer

The Systems Engineer is responsible for two primary functions, within the scope of the Project: 1) configuration of Standard TriTech Interfaces (including configuration documentation); and 2) development of software requirements documentation for Custom Interfaces. The Systems Engineer will additionally participate in testing of each of these Subsystems. In some cases, Development Engineers may perform the role of the Systems Engineer for specialized interfaces, particularly for Inform RMS interfaces.

3.4 GIS Analyst

As part of the implementation team, TriTech utilizes a GIS Analyst that specializes in geographical Information technology. The GIS Analyst is responsible for: 1) performing an analysis and preparing a report regarding the Client's GIS source data including street centerline data, routability, and response area polygon data based on TriTech specified requirements for Inform RMS; 2) consultation services regarding converting the GIS source data for use in Inform RMS; and 3) providing training for applicable TriTech GIS tools.

These GIS activities are intended to provide information that will allow the Client to optimize the accuracy and quality of Client GIS data during Project implementation.

3.5 Inform RMS Business Analyst

Inform RMS Business Analyst (s) participate in various activities throughout the implementation of each of these Subsystems. They are primarily responsible for conducting the System Orientation with the Client to observe and evaluate the Client's current business practices and make recommendations for improving efficiency and areas that need to be reviewed. They also conduct the Demonstration of Licensed Functionality (DOLF) or Administration Training, performing the Acceptance Testing and providing consulting support throughout the Project implementation life cycle.

After the completion of the DOLF session, ownership for continued Code File configuration and maintenance transfers to the Client. At this stage, the Business Analyst will serve as a consultant for the Client's further configuration of the Client's system until the Client's System is in live operation. These activities are described in later sections of this SOW.

The Business Analyst will be an active participant in many of the milestone events through the course of the Project and will participate in bi-weekly Project status calls, as needed.

3.6 Training Specialist

Training for TriTech applications is provided by TriTech Training Specialists. Training staff for other products and functions will vary by the type of product and training proposed.

This process is described in greater detail in the training sections of this document, related to each of these products.

3.7 Client Installation Services Team

TriTech's Client Installation Services (CIS) team is responsible for installation and integration of TriTech Software onto the system hardware that is identified for this Project. This team works closely with the

Client's staff to coordinate IP and network addressing, security accounts, network connections, and remote access to the System.

This process is described in greater detail in Section 7.2, System Installation of the SOW.

3.8 Technical Services Group

Customer service functions and technical support for the Client's System during the Project is coordinated by the TriTech Project Manager. After Go Live, TriTech's Technical Services Group is responsible for providing on-going support for the Client's System as defined in the Purchase Agreement and the Software Support Agreement.

3.9 Account Executive

The Account Executive is an important resource to the Client throughout the life of their System. The Account Executive will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general customer service requests, manage requests for new software and services, and provide assistance with planning technology upgrades post System Go Live.

Having the Account Executive participate as a key Project member provides an enhanced level of continuity for the Client as they continue their relationship with TriTech.

4 RECOMMENDED CLIENT ROLES AND RESPONSIBILITIES

4.1 Overview

Implementation of the Subsystems in a manner that meets the Client's operational needs requires collaboration with the Client's team. In general, the Client's Project team should include staff experienced in the operation and administration of the Client's current public safety technology systems as applicable to the scope of this project. Such teams may include representatives from the Inform RMS and FBR users and stakeholders. These "subject matter experts" need to be engaged through the course of the Project from initiation until live operations, and may be involved in the support and maintenance of the System and Subsystems after Go Live.

These recommendations do not speak to specific positions. Rather, this information defines specific responsibilities and estimated time commitment. The Client may elect to create individual positions, combine responsibilities, and/or assign responsibilities within their current organizational structure. The Client needs to periodically assess its staffing needs based on changes in the Client's operational use of this technology.

Often, there is overlap with these core responsibilities - therefore, the team can generally be kept to a small group, dependent upon the complexity of the system being implemented and the number of Subsystems.

In addition, it is recommended that the Client, early within the implementation process, identify those persons that will be responsible for the ongoing maintenance of the Client's System to include the technical and business processes. The application Administrators (Inform RMS), as well as the System Administrator, are very key to the success of the Project. It is paramount that the Client develops this team during the implementation process so that the Client successfully achieves a degree of self-reliance with the understanding of each of the Systems in addition to the generalized technical responsibilities.

4.2 Project Manager

The Client's Project Manager is the principal Client contact who will manage a team of Client Project personnel. The Client's Project Manager manages and coordinates Client's resources responsible for completing assigned Project tasks and activities.

Activities include facilitating Project Schedules and meetings, timely approval and processing of invoices, review and approval of Task Completion Reports ("TCRs"), Project management plans, applicable configuration sheets, OSDs and IRDs, approval of the Project documentation and FAT, and management of the Client's staff. Additionally the Client's Project Manager is responsible for coordinating the efforts, activities, and communications between TriTech and third party vendors that are not TriTech Subcontractors, as well as any deliverables from these vendors to the Project.

4.3 System Administrator

The Client's System Administrator is the individual primarily responsible for managing the technical back-end of the System including Windows, SQL Server, network, hardware, data back-ups and log management. This individual is the primary technical point of contact representing the Client.

As identified in the Purchase Agreement and the Software Support Agreement, following the initial system installation, administration, and support for hardware (including the software operating system) and network components are the responsibility of the Client. The Client needs to plan for support and maintenance

through the development of Client resources, other departments within the Client's organization, or by contracting for such services. The Client should establish procedures for managing warranty service of hardware.

Activities for this position include 1) management of Microsoft Windows Operating System including patches and service packs; 2) management of Microsoft SQL Server including patches and service packs; 3) implementation of software prerequisites (in accordance with TriTech Documentation) on computers as needed for current operations and System upgrades; 4) monitoring, management and maintenance of the Client's network including LANs, WANs, wireless networks, security accounts and support connectivity (in accordance with TriTech Documentation); and 5) hardware maintenance and troubleshooting; file and data back-ups and software and error log management.

Time commitment will vary with the number of computers on the system, the complexity of the network (including the use of a WAN) and the number of personnel to be managed in network access. If the System LAN is connected to the Client's administrative LAN/WAN¹, coordination will be important to avoid problems with the Client's network traffic. Personnel involved in System Administration should attend the applicable TriTech System Administrator Course(s). Where a large team is involved, a core team should attend a System Administrator Course and then the Client's System Administration team should conduct a smaller version of the training for local staff.

4.4 Inform RMS Administrator

The Inform RMS Administrator will have the responsibilities for the implementation, configuration, and maintenance of TriTech's Inform RMS and FBR. This person or persons will be engaged in the implementation of the TriTech's Inform RMS, and will participate in making decisions as it relates to implementing the TriTech's Inform RMS.

Inform RMS Administrator will attend the Inform RMS DOLF during the course of the Project. This person should have a comprehensive understanding of the internal structure and workflow of Inform RMS and FBR users, departmental policies and procedures as well as how the records department interacts with dispatch and field operations personnel.

The Inform RMS Administrator will be responsible for building and maintaining the RMS Code Files. Additional activities include TriTech software setup, assignment, and management of the agency specific Code Files, evaluation and implementation of version updates, reporting, prioritization, and management of support issues.

Within the Multi-Agency environment, separate local RMS administration staff may be required to manage the components used by each Agency - under the direction of an overall Central RMS Administrator. Any personnel involved in RMS administration should participate in the DOLF session so they are prepared to maintain the RMS Code Files post DOLF.

4.5 GIS Analyst

The GIS Analyst is responsible for the mapping components required for Inform CAD, Inform Mobile, Inform RMS. Activities include providing the initial GIS files for use within Inform CAD, Inform Mobile, Inform RMS. The GIS Analyst will be responsible for updating the Inform CAD and Inform Mobile Streets

data using GIS Link, and working with TriTech's GIS Analyst to implement mapping components for Inform RMS.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation workload will be based upon the number and type of GIS data edits that will be necessary for the local operations. This person should participate in portions of the System Orientations and DOLF. Additionally, this person (or group of people) should attend GISLink training.

4.6 Inform RMS/ and FBR Users/Supervisors

Input from the Users/Supervisors is important to ensure that the configuration settings approved by the Client's team will be perceived as usable by users of the each of the Subsystems. These Users/Supervisors should participate in meetings defining and evaluating the requirements and configuration of their respective products, such as System Orientation and Administration Training.

During scheduled activities, the Client should have a fully dedicated person or persons. Post implementation should be maintenance only. These personnel should attend the applicable User trainings.

4.7 Subject Matter Experts

Input from subject matter experts in all applicable areas (Inform RMS/FBR, and each of the Interfaces and external Systems that integrate with TriTech Systems) is essential to successful implementation of the system. The subject matter expert(s) in each area are the individuals who are knowledgeable about the current operational and technical specifications of the system, the data flow between and among different applications, and any limitations associated with each application.

For Standard and Custom Interfaces, subject matter experts may be from the Client Agency, and third party vendors. If the vendors are not TriTech Subcontractors, the Client will be responsible for engaging them in necessary discussions and documentation of the requirements.

The Client should involve a fully dedicated person or persons during the scheduled activities, such as requirements analysis, demonstration of the applications (if applicable), review of requirements documentation, the testing process, and other events that are described in later sections of this SOW. Post implementation, the involvement of the subject matter experts should be limited to maintenance only.

4.8 Application Trainers

A team of trainers is needed for training the Client staff on TriTech Software on an on-going basis. Trainers will be responsible for reading TriTech Software release notes and maintaining an understanding of new and existing features.

The Client should involve a fully dedicated person or persons during scheduled activities such as training sessions. Post implementation, the involvement of the subject matter experts should be limited to maintenance only. These personnel should attend the applicable product specific training courses.

5 PROJECT CONTROLLING PROCESSES

5.1 Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Client communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for successful Project outcome.

As part of the Controlling Processes, TriTech utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, TriTech's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving Custom Interface OSDs will delay the start and completion of the Interface development work, which may ultimately have an impact on the projected Go Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go Live Task Completion Reports

As part of the Project controlling process, upon completion of significant milestones and or tasks, TriTech will submit a Task Completion Report ("TCR") to the Client. The TCR serves as a formal tool for the purpose of verifying with the Client that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to the Client by TriTech's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Purchase Agreement. Upon execution of a TCR that is tied to a Project payment milestone, the Client will receive an invoice from TriTech's accounting department which must be paid based on the terms and conditions of the Purchase Agreement.

The TCR will include the following information:

1. Description of Work performed and products delivered.
2. Comments noting any special circumstances.
3. Product/Service deliverables listing the contract line items that are being recognized as delivered and will be invoiced.

4. Related Payment Terms in accordance with the Purchase Agreement, for contract line items that will be invoiced relative to the TCR.

5.1.1 TriTech Responsibilities

- a) TriTech will prepare and submit TCRs for Client's signature upon completion of the applicable task.
- b) The TCR will cite the appropriate SOW reference.
- c) TCRs that trigger a payment will include the payment amount in accordance with the Purchase Agreement payment schedule.

5.1.2 Client Responsibilities

- a) Client will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.
- b) In the event that Client disagrees with a TCR, Client shall submit to TriTech a written explanation detailing why the Client believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Client shall be provided to the TriTech Project Manager within five (5) business days of receipt of the TCR.

5.2 Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Purchase Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include, but are not limited to a modification to Project scope, Standard or Custom products' functionality, TriTech and Client's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by the Client or TriTech, all Change Orders will be documented by the TriTech Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Purchase Agreement for this SOW.

All Change Orders must go through the TriTech's internal approval process before they can be presented to the Client for review and approval. Once the Change Order is generated, the Client Project Manager and TriTech Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees in order for TriTech to properly investigate and scope of the requested change. If additional fees are required by TriTech to create a Change Order, those fees will be identified and communicated to the Client Project Manager prior to TriTech's investigation of the requested change. In such situations, TriTech will only proceed with the investigation required to create the Change Order if the Client has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Client not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for post Go Live delivery.

5.2.1 TriTech Responsibilities

- a) Change Orders will be prepared for submission to the Client when required.
- b) Where Project changes require Engineering-level modifications, TriTech will perform requirements capture necessary to prepare required documentation including a high level description of the change for Client review and approval.
- c) Where Project changes require Engineering-level modifications, Client will be informed of the delivery mechanism (version and schedule).

5.2.2 Client Responsibilities

- a) When applicable, the Client will identify the services or deliverables that will be subject to a Change Order, per the Purchase Agreement between both parties.
- b) When applicable, the Client will identify changes to features or functionality related to CAD, Mobile, Interfaces or any other Subsystems that will require a change order. This process may also include participation with the requirements process.
- c) Client will approve and process Change Orders as in a timely manner.

5.3 Project Reporting

TriTech will provide Monthly Status Reports advising the Client Project Manager and key Client Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with TriTech and TriTech's Subcontractors' Deliverables. The Project Status Reports will include the following:

- a) Accomplishments during the Reporting Period.
- b) Planned upcoming activities.
- c) Issues.
- d) Risks.
- e) Key Action Items.

In addition, the TriTech Project Manager will hold bi-weekly status meetings/conference calls to update the Client on the status of the Project and key action items and deliverables.

During the course of the Project, one or more Project journals will be created to document Project issues and action items. These journals are generally product specific and are used by the Project Manager and other team members to facilitate successful Project completion. Project journals are reviewed with the Client during bi-weekly Project status calls and on an as needed basis through the course of the Project. The Project Manager is responsible for periodically providing copies of updated journals.

TriTech will provide an updated Project Schedule advising the Client Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for the Client team, and the Client may add such tasks, owners, and durations to the Project in collaboration with TriTech Project Manager. The Project Schedule will consist of the following:

- a) Major Tasks.
- b) Task Responsibility.
- c) Task Duration.
- d) Major Milestones.
- e) Tasks Completed.
- f) Tasks in Progress.

5.3.1 TriTech Responsibilities

- a) Provide a written report of Project status once a month.
- b) Track issues and action items to closure through product specific journals. The Client will be periodically provided with updated copies of the journal.
- c) Conduct status meetings/conference calls every two weeks.
- d) Maintain an up-to-date Project Schedule.

5.3.2 Client Responsibilities

- a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
- b) Participate in Project status meetings.
- c) Ensure participation of personnel in tasks and meetings.

5.4 Document Review

In the course of the Project, TriTech will deliver several documents to the Client for review. These documents will include but are not limited to the Acceptance Test Procedure, Project Schedule, DOLF report, OSD, and Interface Requirement Documents for the Project. Approved documents are returned to the TriTech Project Manager. For paper documents, the TriTech Project Manager will retain the original copy and will provide an unbound copy suitable for reproduction. For soft copy documents, the TriTech Project Manager will retain a copy and provide Client with a copy.

Should the Client find any document unacceptable, the Client must provide specific reasons in writing to the TriTech Project Manager. TriTech can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

In order to ensure compliance with the Project Implementation Schedule, the Client is responsible for the review of such documents and providing any comments to TriTech within five (5) business days.

5.4.1.1 Documents Subject to Client Approval

- a) Change Orders
- b) Operational Scenario Documents (OSD)
- c) Application Configuration Sheet
- d) Functional Acceptance Test Procedure documents
- e) Task Completion Reports

5.4.1.2 Documents Subject to Client Review not Requiring Approval

a) Project Schedule

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between the Client and TriTech.

b) Project Status Reports

c) DOLF Reports for Inform RMS

d) Project Journals

e) Interface Requirements Documents (IRD)

5.4.2 TriTech Responsibilities

a) Distribute the documents to the Client.

b) Coordinate the process to consolidate comments and edit documents.

c) Manage the signoff process for applicable documents and the distribution of originals to the Client and TriTech for filing.

5.4.3 Client Responsibilities

a) Review the documents presented and provide the appropriate information back to TriTech within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.

b) Review the documents presented and provide the appropriate information back to TriTech within ten (10) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

6 PROJECT INITIATION AND PLANNING

6.1 Overview

Project Initiation and Planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between the Client and TriTech during this process is at a high level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are successfully completed and as the Project nears Go Live and Project completion.

Note: The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from the Client and TriTech.

6.1.1 TriTech Responsibilities

- a) Assign a Project Manager to the Project to participate in Initiation phase activities.
- b) Produce required documentation to support Initiation activities (such as Standard IRDs, System Planning Document, etc.)
- c) Review and finalize the SOW with the Client.
- d) Identify and engage the TriTech Project team responsible for carrying out Project Execution.
- e) In collaboration with the Client, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).
- f) Baseline the Project Schedule.
- g) Prepare and submit the TCRs for Client acceptance of the Project Management Plan as defined above.
- h) Develop and submit invoice for payment due at execution of the Purchase Agreement.

6.1.1.1 Client Responsibilities

- a) Assign a Project Manager for the Project to participate in Initiation phase activities.
- b) Identify and engage the Client's Project team.
- c) Review and comment on the TriTech Project Management Plan and the Project Schedule.
- d) Review and comment on TriTech provided documentation to support Initiation activities.
- e) Finalize and approve the SOW with TriTech.
- f) Approve the TCRs for the Project Management Plan within 5 business days.

6.1.2 Project Kick Off

During the planning phase, the TriTech Project Manager will hold a Kick-Off meeting with the Client's Project team. During the Kick-Off meeting, the TriTech Project Manager will provide an overview of the following:

1. The TriTech Execution Process.
2. A high level description of Project Deliverables.
3. Roles and responsibilities for the Project team members.
4. A high level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
5. Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
6. Review any project related questions from the Client's team.

6.1.2.1 TriTech Responsibilities

- a) Prepare the agenda and set a date for the Kick-Off that is convenient to the Client and TriTech Team.
- b) Distribute any documents that the Client should review in advance of the Kick-Off meeting.
- c) Conduct the Kick-Off meeting.

6.1.2.2 Client Responsibilities

- a) Work with the TriTech Project Manager to facilitate scheduling a date for the Kick-Off meeting.
- b) Schedule the appropriate personnel from the Client's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

7 PROJECT EXECUTION

7.1 Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of: 1) a review of Deliverable documents; 2) Development, configuration, Installation and testing of software and hardware deliverables, and 3) Delivery of Project related services such as Project related training. These processes are iterative in nature with a number of checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

7.2 System Installation (Inform RMS and Interfaces)

System installation is one of the early processes in the Project implementation phase, and has a great impact on and critical dependency on a number of key activities. All tasks and activities related to System Installation are included in this section and will occur in the order presented. Note that other project activities can occur concurrently or between these steps.

7.2.1 Review Hardware Specifications

TriTech and Client will review the specifications to ensure that the correct hardware and third party software components are procured and installed. TriTech will only be responsible for procurement of the hardware and third party software that is explicitly listed under the Agreement, as TriTech Deliverables, or Deliverables of TriTech's Subcontractors.

7.2.1.1 TriTech Responsibilities

- 1) Provide hardware and Third Party specifications to Client.

7.2.1.2 Client Responsibilities

- 1) Review and validate hardware and Third Party specifications.

7.2.2 Hardware and Equipment Procurement Process

TriTech and Client will procure hardware, third party software, and equipment per TriTech's recommended Specifications. TriTech is only responsible for procurement of the hardware and third party software that is identified as TriTech Deliverables in the Purchase Agreement.

If the hardware and third party software is procured by the Client, it is the Client's responsibility to procure the required equipment based on TriTech approved specifications, and to ensure the timely delivery of the hardware and third party software to the site to allow timely implementation of the System and Subsystems.

Where the Client is responsible for procuring the server hardware, the Client will be responsible for completing the following steps:

- 1) Fully configuring the servers with memory and disks.
- 2) Loading Microsoft Windows or VMware.
- 3) Partitioning the disk drives and implementing applicable Raid level based upon TriTech documentation.
- 4) Assigning the computer name and IP address based upon TriTech documentation.

7.2.3 Hardware Staging and Preparation for Installation

The Client will be performing basic server integration for all servers. Basic server integration includes placing the servers in the racks, joining them to the existing domain, with the Domain Controller in place, and establishing remote connectivity capability (VPN and Remote Desktop) for authorized TriTech personnel to perform configuration. These activities will be coordinated between TriTech and the Client IT staff. Guidance will be provided by TriTech's Client Installation Services (CIS) team as required. If the Client is not willing to complete the basic server integration, this task may be performed by TriTech or TriTech's Subcontractors at additional cost.

In order to start configuration, the Client must provide remote connectivity to TriTech. The Client must also provide the server names, IP addresses, Administrator Account Information (User Name, Password), Services Account Information, and the location of 3rd Party Software media (such as SQL). An Installation Service Request (ISR) will be provided to the Client that organizes this information in to the TriTech preferred format. The Client is responsible for providing the completed ISR to TriTech no later than two (2) weeks prior to the installation activities.

The Client is responsible for ensuring that the site is prepared and ready for the installation of hardware, third party software, and TriTech software as detailed in TriTech's documentation including the System Planning Document no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow installation of the System.

At least one (1) week prior to installation, a member of the TriTech CIS team will verify: (i) connectivity to the Client site via VPN, (ii) connectivity to each of the servers, and (iii) access to all required security accounts.

If the servers, accounts and connectivity are not ready the Project may be rescheduled, which may have an impact on the overall Project timelines.

7.2.4 TriTech Responsibilities

- a) Provide the System Planning Document.
- b) Facilitate a hardware review prior to hardware/OS procurement.
- c) Procure equipment and third party software if included in the Purchase Agreement as a TriTech deliverable.
- d) Provide guidance and assistance as necessary if the system equipment is procured by the Client.
- e) Distribute the Installation Service Request (ISR) document to the Client.
- f) Assist the Client in completing the ISR.
- g) Assist the Client with the preparation of a network diagram.
- h) Review the completed ISR prior to the installation.
- i) Test the remote connectivity to the site prior to installation of the hardware and software.
- j) Install the Microsoft SQL software.
- k) Prepare and submit a TCR for Client review and approval upon completion of these activities.

7.2.4.1 Client Responsibilities

- a) Complete the Installation Service Request (ISR) document and provide to TriTech.
- b) Prepare a network diagram and provide to TriTech.
- c) Perform site preparation, as specified in the System Planning Document and ISR.

- d) Assign the computer name(s) and IP address(es) based upon TriTech documentation.
- e) Establish remote connectivity capability (VPN and Remote Desktop) for authorized TriTech personnel to perform software installation and configuration.
- f) Run TriTech Pre-Requisite DVD on all applicable Inform servers prior to any installation work being performed.
- g) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.
- h) Provide all Client-supplied telephone, external interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.
- i) Provide and install all data communication lines, modems, hubs and routers, cabling, equipment and other components necessary for system operation and maintenance and for remote sites and connection to other systems. All lines will be clearly identified and tested.
- j) Provide TCP/IP communications and connection to the hub equipment provided in support for any existing networks, workstations and printers that are to have access to the TriTech applications.
- k) Obtain all necessary IP addresses and schemes.
- l) Allow remote access to TriTech to all development and system “root” accounts on all servers running TriTech licensed Software.
- m) Procure equipment and third party software if it is the responsibility of the Client according to the Purchase Agreement.
- n) Install operating system software for Client procured hardware unless the service is specified as a TriTech responsibility in the Purchase Agreement.
- o) Perform basic server integration including, but not limited to:
 - i. Installation of servers in applicable racks.
 - ii. Joining servers to the existing domain with the domain controller in place.
 - iii. If applicable, install and setup of the VM environment.
- p) Provide TriTech with all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed.
- q) Provide TriTech with a high level network diagram. The diagram should be provided prior to TriTech Software installation.
- r) Install all peripheral equipment, including scanners, printers, barcode readers, etc.
- s) Approve the applicable TCR.

7.2.5 Basic Server preparation and Network Services

Performing the services listed in this section is a responsibility of the Client. If these services are explicitly included in the Purchase Agreement, TriTech or a TriTech Subcontractor will implement 3rd party software and/or hardware solutions based upon the following task list. These solutions can include but is not limited to, SAN, Citrix, VMware, and Domain Controller configurations. These services can be performed on site or remotely via a VPN connection. These services will be performed at additional cost to the Client and are not included in TriTech’s standard installation services.

7.2.5.1 Client Responsibilities

- a) Provide the facility suitable to house Server hardware and network infrastructure.

- b) Have a member of the Client's IT staff available while software/network configuration is being performed.
- a) When deploying a SAN, configure the applicable RAID configuration, create the LUN(s) and present them to the physical or virtual servers.
- b) If the VM servers are not procured through TriTech, the Client is responsible for building individual servers.
- c) When deploying a VMware solution, install the VMware operating system, connect physical host servers to a SAN if applicable, configure vCenter, create a VM Template for Interfaces and business servers, configure vMotion and High Availability (HA) if applicable. The Client is also responsible for building individual VM servers.
- d) If required, deploy the Domain Controller by adding the member server to an existing Domain or create a new Domain, promote the member server to Domain Controller, enable and configure DNS, enable and configure DHCP if required.
- e) Create domain account(s) for TriTech's remote support connectivity and access so that TriTech can assist Client with installation and ongoing maintenance
- f) Perform all necessary network configurations, to include but not limited to determining the network design routing protocols, subnet mask, redundancy, router and switch configuration.
- g) Create Networking/Server documentation to illustrate intended configuration.

Note: VMware, vMotion and HA require a SAN or a way to present shared storage to the physical host servers in a VMware virtual farm.

Note: Network and Server security are always a responsibility of the client.

7.2.6 System Installation

Once TriTech and the Client have prepared the site based on TriTech documentation, to include the System Planning Document and the applicable ISR form is completed, a TriTech Client Installation Services specialist will perform the TriTech installation services.

These services will be performed remotely, unless otherwise specified in the Purchase Agreement, and include installation of the contracted TriTech Software products on the quantity of servers and workstations as specified in the Purchase Agreement.

These installation activities will be coordinated between TriTech and the Client.

Note 1: All SQL server licenses will be installed by TriTech. The Client is responsible for making the media and license keys available to TriTech for the installation.

Note 2: The Installation services for different components of the System may be performed at different times, based on the implementation and deployment timelines for each Subsystem.

Note 3: The scope of installation services and the number of servers and workstations to be installed and configured by TriTech is limited to the servers and workstations that have been explicitly

listed in the Purchase Agreement. If the Client has been granted Site Licensing for selected TriTech Software, TriTech is only responsible for the initial installation services, and installation of additional servers will be subject to additional charges.

Note 4: If Client does not follow the processes and procedures detailed in the TriTech System Planning Document and this results in a need for reinstallation of the hardware or software, the reinstallation effort will be performed at additional cost to the Client.

Note 5: At TriTech’s discretion, TriTech may perform installation activities for certain components of the system on-site.

The following pre-requisites must be in place prior to the start of TriTech Software installation:

- a) Site preparation is complete as outlined in the sections above.
- b) Hardware has been installed at Client site.
- c) Client has provided TriTech with remote connectivity to all applicable servers.
- d) Client had provided TriTech all relevant documentation as outlined in the sections above to include licensing keys, IP addresses, username/passwords, and the completed ISR.

7.2.6.1 TriTech Responsibilities

- a) Install and configure Microsoft SQL to operate with each of the applicable TriTech product(s).
- b) Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Backup environments, if provisioned by the Purchase Agreement).
- c) Install and configure the applicable TriTech system(s), such as Inform CAD, Inform RMS, and Inform Mobile on the designated servers and applicable environments as specified in the Purchase Agreement.
- d) Provide verbal support to the Client with self-installation procedures for the workstations using the TriTech provided Prerequisite Installation DVD and applicable Launch configurations.
- e) If applicable, create data dumps for Microsoft SQL database backups (as a backup for Inform RMS database).
- f) Prepare and submit a TCR upon completion of the installation tasks and activities.

7.2.6.2 Client Responsibilities

- a) Allocate appropriate onsite Project personnel to support TriTech personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Client personnel include the necessary IT personnel and database administrator(s) as needed during installation.
- b) Complete the configuration of workstations (after the installation of the limited number of workstations by TriTech) using the Prerequisite Installation DVD and applicable Launch configurations.
- c) Put in place TriTech’s recommended backup procedures as outlined in the System Planning Document and ensure backup procedures are consistently follow beginning at the completion of this task.
- d) Install and configure virus scanning software as outlined in the System Planning Document.
- e) Provide Web Security Certificates for all TriTech web-enabled applications that require a certificate.

- f) After completion of the initial installation and configuration of System servers, the Client will be responsible for maintaining the System based on TriTech System Document, and the technical hand-off from TriTech Technical Services department. Specifically, the Client's IT staff is responsible for completing the following activities related to Inform Subsystem servers:
- o Updating Training/Test Systems with fresh data (from Production) as needed
 - o Continued updating and monitoring of virus scan software
 - o Application of Windows updates
 - o Following the procedures for System Upgrade
 - o Managing/Reviewing system logs (SQL and Event Logs)
 - o Management of Microsoft and other Third Party Software include patch applications and upgrades as needed for new Subsystem versions.
 - o Deployment and use of the Prerequisite Installation DVD for Subsystem upgrades as required.
- g) Review and approve the applicable TCRs.

7.3 Implementation of Inform RMS

Inform RMS (to include FBR) is implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for Inform RMS.

7.3.1 Inform RMS System Orientation

The Inform RMS System Orientation is conducted at the Client's site and led by a TriTech Business Analyst. The duration of the Inform RMS System Orientation is up to 6 days and includes a Business Process Review of the Client's operations.

Some key discovery points for the Inform RMS System Orientation are as follows:

- a) Work Flow – Understanding the setup for work flow processes from the field report to the State Submission. This may include time observing Departmental Divisions (such as Records Staff, Investigation, Property and Evidence, and the like) and Ride-Alongs with field units.
- b) Review reporting requirements (reporting segmentation and the like).
- c) Event numbering (Incidents) including master incident numbers and case numbers.

It is recommended that the number of attendees in the System Orientation is limited to 10-15 to allow for more effective communication during the session. Based on the key discovery points during this session, it is necessary that the attendees include individuals who can properly address these key points and make configuration decisions.

During the System Orientation session the Business Analyst will facilitate an operational review of Inform RMS (to include FBR) by demonstrating various System functionality and start gathering the configuration information.

A System Module Setup worksheet (SMS) and other reference material will be provided to the Client to assist in gathering the required Code Files. Information that cannot be produced during the meeting must be sent to TriTech as specified by the mutually agreed upon schedule.

Note: The Client's provision of Code File information is an early Project checkpoint. Remote Web sessions will be scheduled as a follow up to System Orientation to guide the Client through the Code File data collection process. This information is needed to prepare the DOLF and incomplete, inaccurate or delayed Code File information can have a cascading effect on the Project Schedule.

7.3.1.1 TriTech Responsibilities

- a) Schedule the System Orientation meeting in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Client review or completion two weeks prior to each meeting.
- c) Conduct the meetings based on the distributed agenda.
- d) Document the Client's requirements and configuration specifications resulting from the System Orientation discussions.
- e) Send the System Module Setup worksheet (SMS) and other reference material to the Client.
- f) Document and assign owners and due dates to any action items and track all action items to closure.
- g) Document any gaps between the standard functionality of the System and functionality required by the Purchase Agreement for further analysis and discussion and/or facilitate the change control process. Client requested changes for changes beyond the scope of the Purchase Agreement will be evaluated at this phase, but will have to be evaluated for the potential impact on the Project Schedule and for additional project charges to be paid by the Client.
- h) Schedule one or more Remote Web sessions as a follow up to System Orientation to guide the Client through the Code File data collection process.
- i) Produce a System Orientation Report with the key decisions and configuration points as a result of the System Orientation.
- j) Prepare and submit a TCR upon completion of relevant activities.

7.3.1.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the System Orientation to include a computer projector, whiteboards, and adequate seating. Two projectors are preferred.
- b) Ensure participation of key stakeholders and decision-makers in the System Orientation process.
- c) Provide subject matter experts that can explain the agency's current work flow and application processes. These persons should have the ability to make decisions regarding any changes in work flow that may arise through the use of the new Inform RMS System.
- d) Provide subject matter experts with the ability to gather and provide the data elements used to build Code Files to TriTech.
- e) Provide subject matter experts that will be the RMS super users, as well as a person or persons that will be responsible for the ongoing maintenance of the RMS Code Files and configuration (RMS Administrator).
- f) Provide subject matter experts that will be responsible for translating the geopolitical/operational boundaries into data (ESRI shape files) suitable for use within the RMS.

- g) Provide subject matter experts that will be responsible for the maintenance of the agency's street centerline data.
- h) Provide subject matter experts that can provide information on technical Systems (Interfaces and Hardware/Network/Applications).
- i) Review and approve applicable TCRs.

7.3.2 Inform RMS Base System Code File Entry

After completion of the Inform RMS System Orientation and receiving requested pre-DOLF data from the Client, the assigned TriTech Business Analyst will work with the Client to start and supervise the initial Code File building process. The Business Analyst will configure the Inform RMS Central Configuration as defined in the System Orientation. The Client will be actively involved and responsible for the Code File configuration process throughout the project.

TriTech will deliver the Inform RMS System with the base NCIC Codes. The Client is responsible for building and maintaining the System Codes, Personnel, Property Locations, and Violation Codes (including local ordinances). The TriTech Business Analyst will begin the System Build with a base of 50 personnel entered into the system. The Client is responsible for the remaining Personnel data being entered and maintained.

Note: It is the responsibility of the Client to complete the UCR mapping to the violation codes.

Validation through the DOLF process allows for the initial Code File setup while limiting the risk of rework. This task is considered to have been completed when the Business Analyst has demonstrated the setup of RMS User Personnel, Property Locations, and Violation Codes.

7.3.2.1 TriTech Responsibilities

- a) Monitor and evaluate Code File submitted by the Client and provide guidance as needed.
- b) Conduct one or more web meetings to validate the completeness and applicability of Client submitted Code File information, prior to initiating the Code file entry.
- c) Facilitate updates to the System Module Setup (SMS) building sheet.
- d) Prepare and submit a TCR to confirm the delivery of the SMS worksheet by the Client.

7.3.2.2 Client Responsibilities

- a) Provide timely input and updates to the SMS sheet to support the Code File building timelines.
- b) Participate in the Code File validation conference call.
- c) Continue building the System Code Files (those not built by TriTech) after DOLF.
- d) Review and approve applicable TCRs.

7.3.3 Inform RMS Administration and Review Training

The Inform RMS Administration and Review Training is a hands-on course for Inform RMS System Administrators. During the course students will learn how to create users, assign roles, create FBR templates and assign workflows, create and maintain system code tables, and map UCR codes. During the training the Business Analyst will review the Inform RMS system defaults. Students also learn overall administration responsibilities for implementation, configuration, and maintenance of Inform RMS.

Participants include key members of TriTech's implementation team and should not generally exceed ten (10) core members of the Client's implementation team. The Client's team should include RMS Central and Local Administrators.

The Inform RMS Administration and Review Training will be up to four (4) days onsite.

7.3.3.1 TriTech Responsibilities

- a) Schedule the Inform RMS Administration and Review Training in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agenda and documents for Client review or completion to all required attendees two weeks prior to the training.
- c) Conduct the meetings based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the training.

7.3.3.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Continue the code file building activities after completion of this training.
- d) Review and approve the applicable TCR.

7.3.4 Inform RMS Demonstration of Licensed Functionality (DOLF)

Once the initial Code File and configuration phase is complete and RMS is installed at the Client site, a Demonstration of Licensed Functionality (DOLF) is conducted. This working meeting includes a review of the preliminary Code Files and configuration and hands-on training on software utilities for completing the Code File build and on-going Code File management. The DOLF for Inform RMS is up to three-four (3-4) days and will be held at the Client's facilities, and on the Client's system hardware, after it has been configured by TriTech.

Client will be responsible for supplying the requested data to TriTech no later than four (4) weeks prior to DOLF to allow sufficient configuration time. The data will be requested as a follow up to the System Orientation for Inform RMS. The configuration of some RMS modules may be delayed based on the Client's decision, and consultation with TriTech Business Analyst.

Participants include key members of TriTech's implementation team and should not generally exceed ten (10) core members of the Client's implementation team. The Client's team should include RMS Central and Local Administrators. At the conclusion of the session, a DOLF report is produced which documents the core software configuration, Code Files, and activities to be completed by the Client. Any issues that require follow-up action, including any outstanding Go Live issues will be documented in the applicable Project journal. Any issue that is determined to be outside the scope of this Project, as defined herein, requiring a modification or enhancement to the TriTech Software will be addressed through the Change Control process.

Guidance on configuring additional Code Files will be provided during the DOLF.

Following the DOLF process, ownership of Code Files transfers to the Client. Post DOLF, the Client will enter the balance of the Code Files (not built by TriTech). The Client also becomes responsible for maintaining Code Files (personnel, Violation Codes, Property Locations, and the like) that must be continuously updated to keep the Code Files in GO-Live ready status. During this phase, the assigned TriTech Business Analyst will provide consultation services.

Note: Inform RMS DOLF is an event applicable to Inform RMS only. No other Systems or Subsystems will be demonstrated during this session.

7.3.4.1 TriTech Responsibilities

- a) Schedule the DOLF meeting in accordance with the Client’s availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas to all required attendees a week prior to each meeting.
- c) Conduct the meetings based on the distributed agenda.
- d) Provide initial hands on training on the applicable system and introduction to different modules and their configurations.

Note: This training is not meant to be comprehensive for end user understanding of the Subsystem. The purpose is to give the participant an understanding of the configuration and administration of Inform RMS.

- e) Introduce the Client to, and begin documentation within the Subsystem Journal.
- f) Document and assign owners and due dates for any action items and track all action items to closure.
- g) Develop and deliver the DOLF Trip report.
- h) Handoff the management of the Code Files to the Client.
- i) Provide the Client team with a copy of the Inform RMS User and Administration Guides.
- j) Prepare and submit a TCR upon completion of the DOLF, and upon delivery of the DOLF Trip report to the Client.

7.3.4.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the DOLF to include an overhead projector. Two projectors are preferred. DOLF also requires workstations for each participant.
- b) Ensure complete participation of Central and Local Inform RMS Administrators for the purposes of reviewing the RMS configuration as-built.
- c) Provide participants that are versed with the ability to continue the configurations, or Code File build once ownership transfers.
- d) Assume ownership for the continued build and maintenance of the system under the guidance of the TriTech project team.
- e) Ensure participation of key stakeholders and decision-makers in the DOLF process.
- f) Observe the change control process for any requested software changes.
- g) Review and approve the applicable TCRs.

7.3.5 Inform RMS Workshop

After the Inform RMS DOLF has been completed, the TriTech project team will conduct one or more Inform RMS workshops at the Client site. This session is intended to be an extension to the Inform RMS DOLF for more complex implementations and multi-jurisdictional agencies as specified in the contract. Each Inform RMS workshop will be up to three (3) days onsite. If the Project includes multiple Workshops, they may or may not be scheduled to occur over consecutive weeks.

The Project includes:

Four (4) Inform RMS Workshops

7.3.5.1 TriTech Responsibilities

- a) Schedule the Inform RMS Workshop in accordance with the Client's availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.
- c) Conduct the meetings based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the workshop.

7.3.5.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Continue the code file building activities after completion of this training.
- d) Review and approve the applicable TCR.

7.3.6 Inform RMS Functional Acceptance Testing (FAT)

Inform RMS Functional Acceptance Testing follows a standard content, approach and format. An Inform RMS Business Analyst performs the acceptance testing with the Client, prior to the start of End User Training. This process will be based on the standard TriTech FAT documents. The FAT documents have a standard content and format. The standard TriTech FAT documents will be sent to the Client for review prior to conducting the tests. The FAT results are documented in a TCR for verification and approval by the Client. Upon completion of FAT, the Client and TriTech will review the list of FAT failures (if any), and perform an assessment of the errors and determine the timeline for remedying the issues (pre versus post Go Live).

TriTech will repeat any specific failed FAT tests following the correction of any issues which has caused the test to fail. This process will not include a repeat of the entire tests.

7.3.6.1 TriTech Responsibilities

- a) Deliver TriTech's standard FAT documents to the Client no later than two weeks prior to conducting the FAT.
- b) Provide a TCR to the Client to approve the receipt of the FAT documents.
- c) Assist the Client in conducting the FAT in accordance with FAT documents.
- d) Identify and document any issues discovered during the FAT.
- e) Upon completion of FAT prepare and submit a TCR to the Client, including a list of any exceptions to FAT.

7.3.6.2 Client Responsibilities

- a) Work toward the timely completion of all predecessor tasks to include the base code table entry and configuration.
- b) Provide adequate facilities to execute the FAT.
- c) Participate in the FAT by providing operational subject matter experts.
- d) Assist TriTech in documenting FAT findings and results.
- e) Review and approve the appropriate TCRs.

7.3.7 Inform RMS Training

Note: Training classes are conducted based on the quantities that are specified in the Purchase Agreement. The appearance of a course description in this Statement of Work does not mean a course will be conducted – it must be listed in the Purchase Agreement.

Inform RMS Training classes are conducted on consecutive weekdays (Tuesday-Friday) during business hours. Alternate training schedules (multiple classes per day, evening, and weekend classes) will be subject to additional charge. Training classes will only be delivered after the FAT has been completed and the results are documented.

A detailed description of these classes is provided below:

7.3.7.1 TriTech Responsibilities (for all Inform RMS Classes)

- a) Conduct a training orientation via conference call between the assigned TriTech Training personnel and the designated Client representative. The objective of this session is to define the Training Schedule, based on the configurations of the Subsystem.
- b) Schedule the Inform RMS Training class(es) in accordance with the Client's availability and the Project Schedule.
- c) Prepare and distribute the meeting agendas and documents for Client review or completion to all required attendees two weeks prior to each meeting.
- d) Develop and provide the Inform RMS Training Plan for all licensed product options to the Client.
- e) Conduct the training session(s) for the licensed product options on a mutually agreed to schedule.
- f) Prepare and submit a TCR upon completion of each class, or a group of consecutive classes.

7.3.7.2 Client Responsibilities (for all Inform RMS Classes)

- a) Participate with the training orientation by providing a decision maker that can articulate the specific business practices that have been used in guiding the build of the Client's System.
- b) Provide adequate facilities for the execution of the training to include adequate seating for each workstation and an overhead projector.
- c) Provide a Local RMS Administrator for each class that can answer agency specific questions as related to the build of the Client's system.
- d) Review and approve the applicable TCRs.

7.3.7.3 Inform RMS End User Training – Records

The Inform RMS End User Training for Records is a hands-on course that prepares the students to add, edit, and modify Incident, Arrest, Custody, Crash, Citation, Field Interviews, Pawn, Permits and Licensing, and other Event reports. This class also instructs users on how to search crime report records easily and efficiently. Students learn how to maintain State-reportable UCR/NIBRS reports. This class is recommended for all personnel responsible for the day-to-day records data entry and maintenance of all departmental reports. This three-day course prepares a core set of end users to use Inform RMS.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the internal structure of the Records Department and departmental policies and procedures. 3) An understanding of how the Records Department interacts with Dispatch and Patrol.

7.3.7.4 Inform RMS End User Training – Field Officers

The Inform RMS End User Training for Field Officers session is a hands-on three-day course. This course trains students to use Inform RMS and includes instructions on how to create and submit Incident, Arrest, Field Interview, Citation, and Crash reports through the workflow process. For the train-the-trainer portion of the class, TriTech prepares selected Client personnel to train other end users on Inform RMS. The goal is to prepare these personnel to apply TriTech's training concepts to train field users on Inform RMS.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and reporting procedures. 3) An understanding of how Patrol interacts with the Records Department and Dispatch.

7.3.7.5 Inform RMS Property and Evidence Training

The Inform RMS Property and Evidence training is a hands-on three-day course for personnel responsible for entering, updating, and maintaining evidence records, tracking tow/impounds, and providing written notification for property or impounds. Students learn how to search evidence records, manage evidence items, create item barcodes, and use barcoding for inventory evidence. Training should be conducted directly with the Evidence Technicians at the agency's Evidence room.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to maintaining Evidence. 3) A thorough understanding of how each of the Agency's Evidence locations are laid out and used.

7.3.7.6

7.3.7.7 Inform RMS Investigations Training

The Inform RMS Investigations training is a hands-on three-day course for Case Managers, Investigative Supervisors, and Investigators (Detectives). Students learn how to assign cases for investigation and track their progress, add case supplements/case materials, create incident supplements, arrests, and update cases as needed. Students will also learn how to add, edit, and search intelligence records, create an RMS case from intelligence data (if applicable), and use the Intelligence Master Index. Training should be conducted directly with detectives that can train other detectives at their agency; this helps ensure proper workflows are discussed and configured.

Training classes are conducted between Tuesday and Friday, with a maximum of ten (10) students per class.

Prerequisites: 1) Basic understanding of computers and the Microsoft Windows Environment. 2) A comprehensive understanding of the departmental policies and procedures associated to Case Management, Investigations, and the management of Intelligence data (if applicable).

7.3.8 Inform RMS Integration Testing

Once the FAT is concluded for Inform RMS, Subsystems, and Interfaces that are scheduled to Go Live with Inform RMS and in preparation for Go Live, TriTech and the Client will conduct a one day Integration Testing. The Integration testing will be conducted based on a number of scenarios that test the records management process. These scenarios involve the Subsystems and Interfaces that are scheduled to Go Live with Inform RMS and can be tested in the pre-production environment. A small group of the Client staff (1-2 Records staff and field users) should participate in this test with TriTech. TriTech will work with the Client on defining a set of test scenarios that test the system based on the Client's practices. It is recommended that the Client utilizes sample calls from their legacy System. These scenarios must be signed off prior to

commencement of the integration testing. At the successful completion of Integration Testing without any issues that prevent the System to be taken Live the Client shall provide written approval that the System is ready for Go Live.

7.3.8.1 TriTech Responsibilities

- a) Schedule Integration Testing with the Client.
- b) Assist the Client in preparing test scenarios that can be used during this test and closely simulates the normal Client's call flow.
- c) Prepare and submit a TCR to the Client documenting the tests that will be used for Integration Testing.
- d) Participate in the Integration Testing with the Client.
- e) Prepare and submit TCRs upon successful completion of the Integration Testing.

7.3.8.2 Client Responsibilities

- a) Provide test scenarios that closely simulate the Client's normal call flow.
- b) Participate in conducting the Integration Testing.
- c) Review and approve the applicable TCRs.

7.4 Implementation of TriTech.com IQ and Analytics

TriTech.com IQ and Analytics are implemented through a series of standard steps and process gates. These steps are designed to ensure that the operational needs of the Client are identified, the configurations are verified, and the system is tested to validate the proper functionality of the system prior to deployment. The following sections describe the implementation process for TriTech.com IQ and Analytics.

7.4.1 TriTech.com IQ Administration Training (Remote)

This TriTech instructor led class is designed for those individuals who will be responsible for the administration of TriTech.com IQ. Participants will be instructed on how to configure, administer, and operate TriTech.com IQ in an administration role. The recommended class size for this training is up to 9 participants.

This training is up to 4 hours and is delivered in one remote session.

At the completion of the training, participants will be able to perform the following:

- Access and successfully login to IQ
- Understand the TriTech.com IQ site
- Understand the management console for TriTech.com IQ
- Create and manage roles
- Create and manage users

7.4.1.1 TriTech Responsibilities

- a) Schedule the Administration training in accordance with the Client's availability and the Project Schedule.
- b) Provide standard Administration training sessions for Client personnel
- c) Prepare and submit TCRs upon completion of the training.

7.4.1.2 Client Responsibilities

- a) Schedule appropriate personnel to attend Administration training.
- b) Ensure participation of the appropriate personnel.
- c) Review and approve the applicable TCRs.

7.4.2 TriTech.com IQ Core End User Training (Remote)

This TriTech instructor led class is designed for the end users of TriTech.com IQ. End users include roles such as officers, records clerks, dispatchers, dispatch supervisors, managers, and agency administrators. This class may be attended by the end users, or trainers who will be training the end users within the agency(ies). The recommended class size for this training is up to 12 participants.

This training is up to 4 hours and is delivered in one remote session.

At completion of this training, participants will be able to perform the following:

- Access and successfully login to IQ
- Understand the TriTech.com IQ site
- Use links within the site
- Use Online Help
- Use Search Filters
- Save searches and manage saved searches
- View Search History
- View Search Details
- Set up Search Alerts and manage alerts
- Create and access reports

These half day courses are conducted remotely and trains a core set of end users on the TriTech.com IQ System. Typically, the remaining end users will be trained via Client delivered training sessions.

The number of students attending the User Training course will be limited to no more than ten (10) students per class.

Note: All remaining TriTech.com IQ end users must complete Client provided end user training.

7.4.2.1 TriTech Responsibilities

- a) Schedule the TriTech.com IQ Core End User Training class(es) in accordance with the Client's availability and the Project Schedule.
- b) Conduct the training session(s) on a mutually agreed to schedule.
- c) Prepare and submit a TCR to the Client upon completion of the training.

7.4.2.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Ensure that all TriTech.com IQ core end-users attend the end-user training provided by TriTech.
- d) Provide TriTech.com IQ training to all other end users.

- e) Ensure that each TriTech.com IQ end-user completes relevant training before assigning the end-user a username and password to access the TriTech.com IQ.
- f) Review and approve the appropriate TCR.

7.4.3 TriTech.com IQ Analytics End User Dashboard Training (Remote)

This TriTech instructor led class is designed for individuals who will be using Analytics Dashboard. The recommended class size for this training is up to 9 participants.

This training is up to 8 hours and is delivered in one remote session.

At completion of this course, participants will be able to perform the following:

- Access Analytics Dashboard
- Successfully Login to Analytics Dashboard
- Filter Data
- Use Analytical Combo Controls
- Use interactive data selection to identify trends and key relationships
- Perform operational trending and historical analysis
- Expedite and enhance reporting activities
- Measure performance against work plan or work productivity levels

This course is conducted remotely and trains a core set of end users on the TriTech.com Dashboard System. Typically, the remaining end users will be trained via Client delivered training sessions.

Note: All remaining TriTech.com Analytics Dashboard end users must complete Client provided end user training.

7.4.3.1 TriTech Responsibilities

- a) Schedule the TriTech.com IQ Core Analytics Dashboard Training class(es) in accordance with the Client's availability and the Project Schedule.
- b) Conduct the training session(s) on a mutually agreed to schedule.
- c) Prepare and submit a TCR to the Client upon completion of the training.

7.4.3.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Ensure that all TriTech.com Analytics Dashboard core end-users attend the end-user training provided by TriTech.
- d) Provide TriTech.com Analytics Dashboard training to all other end users.
- e) Ensure that each TriTech.com Analytics Dashboard end-user completes relevant training before assigning the end-user a username and password to access the TriTech.com Analytics Dashboard.
- f) Review and approve the appropriate TCR.

7.4.4 TriTech.com Analytics End User Report Training (Remote)

This TriTech instructor led class is designed for individuals who will be using TriTech.com IQ reporting. The recommended class size for this training is up to 9 participants.

Typical time length for this training is up to 4 hours and is delivered in one remote session.

At completion of this course, participants will be able to perform the following:

- Access IQ Reports
- View reports
- Edit reports
- Copy reports
- Export reports
- Use the Report Writer (if applicable)
- Use filtering options
- Sort, Group, and generate Total Counts
- Share reports

This course is conducted remotely and trains a core set of end users on the TriTech.com Analytics Report System. Typically, the remaining end users will be trained via Client delivered training sessions.

Note: All remaining TriTech.com Analytics Report end users must complete Client provided end user training.

7.4.4.1 TriTech Responsibilities

- a) Schedule the TriTech.com IQ Core Analytics Report Training class(es) in accordance with the Client's availability and the Project Schedule.
- b) Conduct the training session(s) on a mutually agreed to schedule.
- c) Prepare and submit a TCR to the Client upon completion of the training.

7.4.4.2 Client Responsibilities

- a) Provide adequate facilities to comfortably hold the training activities.
- b) Ensure participation of the appropriate personnel.
- c) Ensure that all TriTech.com Analytics Report core end-users attend the end-user training provided by TriTech.
- d) Provide TriTech.com Analytics Report training to all other end users.
- e) Ensure that each TriTech.com Analytics Report end-user completes relevant training before assigning the end-user a username and password to access the TriTech.com Analytics Report.
- f) Review and approve the appropriate TCR.

7.5 Implementation of System Interfaces

7.5.1 Inform Standard Interfaces' Requirement Gathering and Configuration

The functionality and applicable configuration options for each of the TriTech Standard Interfaces are described in the Interface Requirements Documents (IRD).

A TriTech Systems Engineer will review the IRDs for each of the applicable Standard Interfaces with the Client's subject matter experts and prepare a configuration worksheet (ICD) detailing the parameters that will be set to meet the desired functionality for the Interface. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference. The Client is

responsible for engaging the third party vendors whose systems are being interfaced with, so that an end to end flow of the data is discussed.

TriTech Systems Engineer will configure and install the Standard interfaces on Client's system hardware. IRDs are not Client specific documents, and not subject to edits, changes, or approval. Client specific configurations for Standard Interfaces are documented in configuration worksheets (ICD) and must be approved prior to configuration of the interface.

Installation and configuration of Standard Interfaces can only be performed by qualified members of TriTech System Engineering or Engineering teams, using proprietary tools. Any changes to the requirements of the Records Check Interface from the approved Configuration worksheet will be subject to additional cost and configuration time. Once each of the Standard Interfaces are installed and configured, they can be staged for FAT.

TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Purchase Agreement.

Note 1: Standard Interfaces are developed and enhanced within the TriTech product version process for TriTech software products (such as Inform CAD). Changes to standard Interfaces will require adherence to the development life cycle therein. Changes to standard Interfaces that are delivered within this life cycle will require the Client's system to be on a compatible version.

Note 2: The Client's provision of Interface Requirements for Standard Interfaces is an early Project checkpoint. This information is needed to prepare the configuration sheets for Standard Interfaces. Incomplete, inaccurate or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project, since modification to Standard Interfaces are only released with a major version of Inform CAD.

Note 3: Any changes to the configuration of Standard Interfaces made by the Client makes the Interface non-supportable, and all troubleshooting efforts resulted by such changes will be subject to additional cost.

Note 4: The Client is responsible for any services or software needed from such Third Party Systems to allow for interaction with the Third Party System or for connecting to TriTech Interfaces Software in the absence of a Third Party API. TriTech is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

7.5.2 Custom Interfaces' Requirement Gathering and Configuration

A TriTech Systems Engineer will review requirements specified by the Purchase Agreement applicable to Custom Interfaces, and lead gathering detailed operational requirements within the scope of the Purchase Agreement. This process may be performed for different interfaces at different times. This process will be performed remotely via phone conference.

Once sufficient information has been gathered to describe the operational functionality of the Interface, the Systems Engineer will create Operational Scenario Documents (OSD) detailing the operation of the Interface. Client's input in detailing all relevant information regarding the operations of these interfaces and interactions with the external systems are essential to timely and accurate development of the OSDs. The completed OSDs will be provided for Client's review. This document must be approved by both the Client and TriTech prior to development. The Client will be given a TCR that the document was provided, meets the requirements and has been reviewed with the Client. The Client must review the OSD within 10 days from delivery by TriTech, and provide comments and questions back to TriTech or provide approval if no changes or edits is necessary.

The Client is responsible for obtaining the API for each of the third party vendors that TriTech applications are interfacing with. The API must be for the version of the third party software that TriTech will be interfacing with. The timelines for providing these documents to TriTech is concurrent with development of the OSD, so that any limitations associated with the level of integration with the third party application can be taken into consideration.

Delays in review and approval of the OSDs can impact timely development of the interfaces, and ultimately delay the Go Live of the system. All requirement changes for Custom Interfaces after approval of the OSD shall follow the Change Management process, and may be subject to additional cost and development time.

Upon approval of the OSD the custom interfaces are developed by TriTech engineering team. Once developed, these interfaces will be installed on Client equipment and go through testing with the Client and applicable third party vendors who own and administer the vendor side of the interface.

The Client is also responsible for coordinating execution of a mutual Non-Disclosure Agreement (NDA) between the third party vendors and TriTech before any technical information or documentation can be exchanged or testing can commence.

TriTech is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by the third party vendors engaged in the implementation of the standard or custom interfaces, unless the work is defined under a subcontract with TriTech within the scope of this Purchase Agreement.

Note 1: The Client's provision of Interface requirements for each of the Custom Interfaces is an early Project checkpoint. This information is needed to develop the OSDs for Custom Interfaces. Incomplete, inaccurate, or delayed information can have a cascading effect on the Project Schedule, and may result in a significant delay in completion of the project.

Note 2: The Client is responsible for providing Application Programming Interface (API) documentation for the Third Party Systems. The API must document the integration process for the level of interface integration defined by TriTech's response to the RFP. The Client is responsible for any services or software needed from such Third Party Systems to allow for integration with the third party system.

Note 3: The scope of functionality for the custom interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note 4: High level descriptions of each of the custom interfaces in Appendix D - Custom TriTech Interfaces, will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note 5: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

Note 6: TriTech is not responsible for any cost associated for the API, any required third party lab or certification testing, cost associated with required programming or custom work by the third party vendors, or any license fees that may be required by the third party vendors.

7.5.3 Interface Functional Acceptance Testing (FAT)

All Standard and Custom Interfaces are subject to Functional Acceptance Testing (FAT). FAT for Standard Interfaces is based on a standard set of TriTech FAT documents for each interface, as they are applicable to Client's configurations.

FAT for Custom Interfaces are based on the functionality described in the approved OSD for the interface. This process will be based on an FAT document developed by the Systems Engineer. The test source will be the provided IRDs; therefore all Standard Interfaces will be tested against standard, predefined TriTech FAT documents. These tests have a standard format and will be sent to the Client for review prior to conducting the FAT.

TriTech will repeat any failed FAT test following the correction of any issues which has caused the test to fail.

7.5.3.1 TriTech Responsibilities

- a) Provide the IRD to the Client for review for each of the Standard Interfaces.
- b) Prepare and submit a TCR to the Client, documenting the delivery of the IRDs to the Client for Standard Interfaces.
- c) Review the IRD with the Client for each of the Standard Interfaces and gather and document the configuration options for the Interface.
- d) Install and Configure the Standard Interfaces based on the agreed upon configurations.
- e) Gather the operational requirements for each of the Custom Interfaces and develop and OSD.
- f) Provide the OSD to the Client for review and approval. (for custom interfaces only)
- g) Prepare and submit a TCR to the Client, documenting Client's approval of the OSD for each of the Custom Interfaces.
- h) Develop the Custom Interfaces based on the approved OSD.
- i) Install and configure the Custom Interfaces.
- j) Prepare and submit TCRs upon installation of the Interfaces.
- k) Develop FAT documents reflecting feature descriptions found within the provided and applicable OSDs.
- l) Provide the FAT documents to the Client for review prior to conducting the FAT for each interface.
- m) Provide a TCR to the Client to approve the receipt of the FAT documents.

- n) Assist the Client in conducting Acceptance Testing in accordance with FAT documents.
- o) Prepare and Submit a TCR, documenting completion of FAT including any exceptions to FAT.
- p) Resolve FAT issues and re-run tests as required.

7.5.3.2 Client Responsibilities

- a) Participate in the review of the IRDs and provide the configuration information to TriTech in a timely manner.
- b) Provide the information that are necessary for development of the OSD for each Custom Interface.
- c) Obtain the API for each of the third party applications that TriTech interfaces with and provide the document to TriTech.
- d) Review and approve the OSDs based on the required timelines.
- e) Engage the third party vendors in the requirement gathering, development, testing and other interface development activities.
- f) Review and approve the FAT documents.
- g) Participate in the FAT.
- h) Assist TriTech in documenting FAT findings and results.
- i) Review and approve the applicable TCRs.

7.6 Inform RMS Legacy Data Conversion (Bryan PD Tiburon RMS)

TriTech has engineered a solution that incorporates Client legacy data into Inform RMS in a way that retains its historical accuracy while ensuring the integrity of the Inform RMS System. TriTech's Integrated Solution Department will work with the Client throughout this phased process.

Prior to any final conversion of legacy data, TriTech will provide a Functional Specification Document (FSD) that will identify all of the data to be converted, mappings to Inform RMS, conversion rules, and code table transformations. The FSD must be approved by the Client prior to TriTech developing the scripts for the Data Conversion.

The scope of the data conversion will be limited to a one-way import of Inform RMS data for the following application entities (with indication of whether the data is transferred to IQ or not from Inform RMS):

- Master Person Indices (MPI) Tiburon Total Command RMS
 - All Master Persons to IQ-yes
- Master Vehicle Indices (MVI) Tiburon Total Command RMS
 - All Master Vehicles associated to imported entities listed below to IQ-yes
- Master Property Indices (MPI) Tiburon Total Command RMS
 - All Master Property associated to imported entities listed below to IQ-yes
- Master Location Indices (MLI) Tiburon Total Command RMS
 - All Master Locations associated to imported entities listed below to IQ-yes
- Arrest Tiburon Total Command RMS (to IQ-yes)
- Case Tiburon Total Command RMS (to IQ-yes)
- Incidents Tiburon Total Command RMS (to IQ-yes)
- Warrants Tiburon Total Command RMS (to IQ-yes)

- Evidence Tiburon Total Command RMS (to IQ-no)
- Accident Tiburon Total Command RMS (to IQ-no)
- Images and Objects Tiburon Total Command RMS (to IQ-yes)
- Field Interview Tiburon Total Command RMS (to IQ-yes)
- Personnel Tiburon Total Command RMS (to IQ-no)
- Special Flags Tiburon Total Command RMS. All Special Flags associated to Master Name, Master Vehicle, Master Property and/or Master Location. (to IQ-no)

7.6.1 Phase 1 – Mapping Plan

Phase I of the Data Conversion project begins with the Client extracting a complete set of data and providing the data to TriTech in a Microsoft SQL format. The Client will provide at least one intermediate extract of RMS data for TriTech testing purposes, plus one final extract. The Client will supply a data dictionary and relationship diagrams defining all of the data items that are to be included the data conversions. This must be in a machine-readable format that can be included as a part of the Operational Scenario Document (OSD) that TriTech will generate.

Note: The Client will provide an initial, complete export of all of the legacy data to TriTech within 60 business days of project signing to enable TriTech to develop the appropriate data conversions.

Note: In the event that the Client makes any modification to their original data in order to include it in an Inform RMS record, they must fully document the transformation process used. All transformations so supplied must be able to be implemented via scripts vs. “human-interpretive” processes. These include, but are not limited to names and addresses.

Note: No additional modifications to existing TriTech products or database fields are required.

Note: No images or objects will be converted.

TriTech will perform a data analysis to determine the actual usage of individual tables and fields within the client-provided legacy database. The results of this analysis will be formatted into an Excel worksheet that will be used as the framework of the legacy data Mapping Plan.

Interpretation of the meaning of the individual tables and fields pertaining to the legacy system will be derived from information supplied by the Client. TriTech will create a proposed mapping of this data into the TriTech application. Once the client has reviewed and approved the proposed Mapping Plan, a copy of the final Mapping Plan will be delivered to the Client for sign-off as the first deliverable of the conversion.

7.6.2 Phase II – Initial Data Load

Phase II of the Data Conversion will be for TriTech to develop mapping scripts and design non-standard reports (Comprehensive Narratives). The second deliverable will be for TriTech to deliver the initial load for client review. Depending on the amount of data involved, TriTech may limit it to a representative subset of the records in the legacy database.

7.6.3 Phase III – Final Data Load

The third phase will occur prior to Go Live of the Inform RMS application. TriTech will remotely load the converted data on to the Client production server.

7.6.4 TriTech Responsibilities

- TriTech will provide a set of templates that will include all data elements that are included in the Inform RMS data conversion. The template includes the most widely used fields and provides the greatest value for Inform RMS users.
- TriTech will map the RMS data to the available Inform RMS fields at time of implementation.
- TriTech will set up an Inform RMS Test Server and workstation at TriTech.

- d) TriTech will test and debug the complete RMS Import on the Test Server using the intermediate data set delivered to TriTech by the Client.
- e) TriTech will schedule a remote GoToAssist session to allow the Client to review and approve the conversion completed on the Test Server.
- f) TriTech will pre-process the data as required for the conversion. TriTech will use GoToAssist to remotely perform the conversion on the Client's production Server.
- g) TriTech is responsible for creating the necessary scripts for the data transfer.
- h) TriTech is responsible for completing the remote installation.

7.6.5 Client Responsibilities

- a) The Client will extract a complete set of data for analysis, and provide it to TriTech into the templates provided in a compatible Microsoft SQL Database format.
- b) The Client will supply a data dictionary and relationship diagrams defining all of the data items that are to be included the data conversions.
- c) The Client must provide a SME and make them available for consulting throughout the project.
- d) The Client will manually enter a minimum of 10 representative records into each module to be included as part of the Data Conversion. The data used for entry must be included and identified in the initial data extraction supplied to TriTech.
- e) Prior to go-live, The Client will provide TriTech a final backup of legacy data.
- f) Acquaint themselves with the modules included in the Data Conversion.
- g) The Client is responsible for identifying and documenting all data elements to be imported.
- h) The Client is responsible for providing access to requested data for importing.

7.6.6 Completion Criteria

This section will be considered complete when the final conversions has been populated within the production system and validated by the Client as complying with the Data Conversion Planning Document.

7.7 System and Subsystem Go Live

The "cut over" of each of the Inform RMS and Interfaces into the production environment is a highly orchestrated activity that will require a number of resources from both the Client and TriTech teams.

7.7.1 Inform RMS Go Live

Once end-user training has been completed and Inform RMS is ready to be placed into production, TriTech will assist the Client in placing the system into operation. In preparation for Go Live, TriTech will assist the Client in cleaning the training data from the Inform RMS System.

TriTech will provide the Client with a standard Go Live authorization letter that must be approved by the Client no later than 3 weeks prior to Go Live. This letter will list all the Subsystems that are scheduled for the Go Live, and any exceptions to Go Live applications. It also memorializes the date and time of Go Live, as well as the Client's confirmation that the System and staff are ready for Go Live.

At Go Live, the TriTech and Client implementation teams will support the users in the transition to the new System. Any issues are logged and resolved through TriTech Technical Services. A more detailed Go Live plan will be provided with adequate lead time.

The duration of the Go Live support for Inform RMS and its subsystems for this project will be 2 days (to include pre and post cutover) by 2 people. Go Lives are conducted on consecutive weekdays (Monday-Friday). Go Lives that require TriTech support that begins before or extends beyond weekdays will be subject to additional charge. The breakdown of onsite Go Live Services is as follows:

Inform RMS Go Live Coverage:

2 persons for 2 days covering a single shift and a single agency during normal business hours (additional services will be required to include additional agencies).

7.7.1.1 TriTech Responsibilities

- a) Prepare and submit a Go Live authorization letter to the Client.
- a) Identify the participants for the Go Live in accordance with the terms of the Purchase Agreement.
- b) Have specified personnel onsite in advance of the Go Live date to begin the final inspection of the Client's system as part of the Go Live preparations.
- c) Be on-site to assist the Client in placing the system into production status.
- d) Assist Client staff in using the system and assist the computer operations staff in supporting the system.
- e) Provide System monitoring following the actual System cut over as specified within the Purchase Agreement.
- f) Prepare and submit a TCR upon first Live operation of Inform RMS.

7.7.1.2 Client Responsibilities

- a) Complete Inform RMS roll out to support the Go Live date.
- b) Review and approve the Go Live authorization letter no later than 3 weeks prior to each scheduled Go Live.
- c) Complete all relevant end user training to support the Go Live of the Subsystems.
- d) Place the software into production and begin operational use in consultation with TriTech and in accordance with the project schedule.
- e) Provide adequate persons for the supervision and assisting the end users beyond the participation of the TriTech staff.
- f) Provide dedicated workstations for TriTech support staff during Go Live support period.
- g) Provide Client IT support to cover all Client end user and TriTech staff hours of operation.
- h) Develop a process for the reporting and resolution of issues.
- i) Review and approve the applicable TCR.

8 PROJECT CLOSURE

When all pre and post go live project deliverables have been completed, Project Closure activities will take place. Support of the System and Subsystems are transitioned to TriTech's Technical Services Group. Any remaining Project related administrative tasks are completed by TriTech and Client. Project documentation is archived and primary Client interaction is officially handed over from the TriTech Project Manager to the TriTech Account Executive.

8.1 System Transition

Following Go Live, there is a transition period where the Client moves from the implementation team to the support team. This transition will change the Client's primary point of contact from the Project Manager back to the Account Executive. Software support will be handled through the Technical Services Group. The Client's issues will be entered, tracked, and managed via a computerized and web-enabled issues tracking system. This tracking system will become available to the Client at system installation.

8.1.1.1 TriTech Responsibilities

- a) Provide payment reconciliation, final TCRs and final invoices.
- b) Transition the TriTech point of contact from the Project Manager to the Account Executive and Technical Support Department.
- c) Provide continued support based on terms of Purchase Agreement.

8.1.1.2 Client Responsibilities

- a) Provide approval of Project TCRs within five (5) business days.
- b) Provide payment reconciliation and payment of final invoices.

9 APPENDIX A - REQUIRED INFORM CAD DOLF CODE FILE BUILD

Not Applicable.

10 APPENDIX B - CONTRACTED MODIFICATIONS TO STANDARD TRITECH SOFTWARE PRODUCTS

Note: Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

There are no product modifications proposed for this project.

11 APPENDIX C - STANDARD TRITECH INTERFACES

Note: The scope of functionality for these Standard interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

List of Project's Standard Interface:

Production Environment:

- a) One (1) Standard CAD to RMS Data Transfer Interface

12 APPENDIX D - CUSTOM TRITECH INTERFACES

Note: The Client is responsible for providing Application Programming Interface (API) documentation to these Third Party Systems that document the integration process for the level of interface integration defined by TriTech's response to the RFP. The Client is responsible for any services or software needed from such Third Party Systems to allow for interaction with the Third Party System API or for connecting to TriTech Interfaces Software in the absence of a Third Party API.

Note: The scope of functionality for these custom interfaces is limited to 1) the capability of the TriTech System being interfaced and 2) the Application Programming Interface (API) capabilities of the external system being interfaced.

Note: High level descriptions of each of the custom interfaces below will become the basis for the scope of detailed requirements, described in the OSD. Any changes in the requirements documented in the System OSDs, post approval of the OSDs are subject to formal Change Order.

Note: The Client is responsible for coordinating the development of the vendor side of all interfaces to the third party applications for the interfaces that the vendor is not a TriTech Subcontractor, based on the Purchase Agreement.

List of Project's Custom Interfaces (OSDs to be provided):

a) Brazos Citation

Import citation related data into TriTech Inform RMS. The following form(s) are included as part of this effort:

- Traffic Ticket
- Traffic Ticket Warning Citation

Note: Any additional form(s) support, will need to be reviewed and scoped and is not part of this effort.

TriTech's Automated Brazos Citation Importer is a Windows Service providing one-way data transfer from the Brazos system to Inform RMS. TriTech's Automated Brazos Citation Data Importer Interface will monitor a shared network directory for new submissions. Once detected the data will be transformed for import into Inform RMS.

Citation data is to be published by Brazos system to files in a shared network directory where the data is available for import by Inform RMS. The data is to be provided in fully documented, machine-readable XML. As proposed, the TriTech Automated Brazos Citation Importer supports data imports in a single format. PDF files can be part of the import.

A single style sheet is configured to map the relevant data elements from the Brazos system output file to the Inform RMS Citation data structure. Data not supported by the Inform RMS data model will not be imported.

The TriTech Automated Brazos Citation Importer provides master indices resolution for Citation data imported into Inform RMS. The citation data imported from the Brazos system is available to access through the Inform RMS client upon successful import into Inform RMS.

The Automated Brazos Citation Importer supports a multi-jurisdiction environment. It is assumed that all agencies utilizing the Brazos system are sharing the same Inform server as the Client and utilizing the same version and format of the Brazos software. The Brazos Citation Importer can look for two folders, one folder for the County and another folder for the City as long as the files are in the same format and are on the same RMS server.

Deployment and operation of the TriTech Brazos Citation Importer, as described here, does not require modifications to existing TriTech products and no product modifications are proposed.

The TriTech Automated Brazos Citation Importer and associated data store reside on a conventional or virtualized server platform compliant with TriTech's approved hardware and software specifications.

TriTech's planned scope of work assumes the shared directory used by the Brazos system for depositing exported files will be on the same local area network as Inform RMS or will be accessible from the Inform RMS network.

The TriTech Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the TriTech Automated Brazos Citation Importer.

TriTech's Cost Proposal does not include any products, services, or other fees that might be assessed by any third-party for enabling the TriTech Automated Citation Importer as described.

b) TxDOT Crash Reporting

TriTech's Cost Proposal includes licensing, deployment, initial configuration and maintenance support of a unidirectional import utility that ingests motor vehicle crash data captured using TxDOT Crash system to the Inform RMS database. The import feature is designed to eliminate redundant data entry at the RMS for crash information captured while using TxDOT Crash system.

TriTech's Automated Motor Vehicle Crash Data Importer is a Windows Service providing one-way data transfer from the TxDOT Crash system to Inform RMS. TriTech's Automated Motor Vehicle Crash Data Importer Interface will monitor a shared network directory for new submissions. Once detected the data will be transformed for import into Inform RMS.

Crash data is to be published by TxDOT Crash system to files in a shared network directory where the data is available for import by Inform RMS. The data is to be provided in fully documented XML file format. As proposed, the TriTech Automated Crash Data Importer supports data imports in a single format.

A single style sheet is configured to map the relevant data elements from the TxDOT Crash system output file to the Inform RMS DMV data structure. Data not supported by the Inform RMS data model will not be imported.

Updates from TxDOT to existing records in Inform RMS is not included as part of this proposal. If updates are desired, further conversation needs to occur for documenting and scoping that functionality.

The TriTech Automated Motor Vehicle Crash Data Importer provides master indices resolution for crash data programmatically imported into Inform RMS. The crash data imported from the TxDOT Crash system is available to access through the Inform RMS client upon successful import into Inform RMS.

Deployment and operation of the TriTech Automated Crash Data Importer, as described here, does not require modifications to existing TriTech products and no product modifications are proposed.

The TriTech Automated Crash Data Importer and associated data store reside on a conventional or virtualized server platform compliant with TriTech's approved hardware and software specifications.

TriTech's planned scope of work assumes the shared directory used by the TxDOT Crash system for depositing exported files will be on the same local area network as Inform RMS or will be accessible from the Inform RMS network.

The TriTech Cost Proposal assumes the Client will support any component and/or integration testing required to facilitate the timely delivery of the TriTech Automated Crash Data Importer.

The proposed TriTech Automated Crash Data Importer assumes that all data entry occurs in the TxDOT Crash system.

Timely approval of interface documentation, support of remote deployment tasks (to include providing secure and reliable remote network access for installation, training and support) and execution of any acceptance testing will be incorporated as part of any resulting contract with TriTech.

TriTech's Cost Proposal does not include any products, services, or other fees that might be assessed by any third-party for enabling the TriTech Automated Crash Data Importer as described.

The TriTech Automated Crash Data Importer is compatible with the version of Inform RMS proposed in TriTech's cost proposal.

Assumptions: TriTech will create a Functional Specifications document that must be approved by the Client and TxDOT prior to beginning any development on the utility. No modifications to any existing TriTech product or database will be required for this utility. All installation and any associated training will be performed remotely by a TriTech technician. TriTech will only provide documentation sufficient for a TriTech technician to install and configure the application remotely.

The TxDOT crash system will supply data formatted as fully documented XML files that are loaded to a file share; Integrated Solution Framework will be used.

c) Protective Order

A unidirectional interface that imports Warrant information for Protective Orders captured in Tyler Technologies, Odyssey application.

TriTech's Automated Warrant Importer is a Windows Service providing one-way data transfer from Tyler Technologies to Inform RMS. TriTech's Automated Warrant Data Importer Interface will monitor a FTP directory for new and updated submissions. Once detected the data will be transformed for import into Inform RMS.

The data is to be provided in fully documented XML file format. As proposed, the TriTech Automated Warrant Importer supports data imports in a single format.

A single style sheet is configured to map the relevant data elements from Tyler Technologies output file to the Inform RMS Warrant data structure. Data not supported by the Inform RMS data model will not be imported.

The TriTech Automated Warrant Importer provides master indices resolution for Warrant data imported into Inform RMS. The Warrant data imported from Tyler Technologies is available to access through the Inform RMS client upon successful import into Inform RMS.

Additionally, the interface will support Disposition Status, Date Issued, and Expiration Date warrant updates to the Inform RMS. Updates being submitted must contain a unique identifier in order to update the existing record in Inform RMS.

Deployment and operation of the TriTech Warrant Importer, as described here, does not require modifications to existing TriTech products and no product modifications are proposed.

The TriTech Automated Warrant Importer and associated data store reside on a conventional or virtualized server platform compliant with TriTech's approved hardware and software specifications.

TriTech's planned scope of work assumes the shared directory used by the third party system for depositing exported files will be on the same local area network as Inform RMS or will be accessible from the Inform RMS network.

The TriTech Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the TriTech Automated Warrant Importer.

TriTech's Cost Proposal does not include any products, services, or other fees that might be assessed by any third-party for enabling the TriTech Automated Warrant Importer as described.

d) Warrant

A unidirectional interface that imports Warrant information for Class A, B, C, and felony warrants captured in Tyler Technologies, Odyssey application.

TriTech's Automated Warrant Importer is a Windows Service providing one-way data transfer from Tyler Technologies to Inform RMS. TriTech's Automated Warrant Data Importer Interface will monitor a FTP directory for new and updated submissions. Once detected the data will be transformed for import into Inform RMS.

The data is to be provided in fully documented XML file format. As proposed, the TriTech Automated Warrant Importer supports data imports in a single format.

A single style sheet is configured to map the relevant data elements from Tyler Technologies output file to the Inform RMS Warrant data structure. Data not supported by the Inform RMS data model will not be imported.

The TriTech Automated Warrant Importer provides master indices resolution for Warrant data imported into Inform RMS. The Warrant data imported from Tyler Technologies is available to access through the Inform RMS client upon successful import into Inform RMS.

Additionally, the interface will support Warrant Status and Status Date and Time warrant updates to the Inform RMS. Updates being submitted must contain a unique identifier in order to update the existing record in Inform RMS.

Deployment and operation of the TriTech Warrant Importer, as described here, does not require modifications to existing TriTech products and no product modifications are proposed.

The TriTech Automated Warrant Importer and associated data store reside on a conventional or virtualized server platform compliant with TriTech's approved hardware and software specifications.

TriTech's planned scope of work assumes the shared directory used by the third party system for depositing exported files will be on the same local area network as Inform RMS or will be accessible from the Inform RMS network.

TriTech's Cost Proposal does not include any products, services, or other fees that might be assessed by any third-party for enabling the TriTech Automated Warrant Importer as described.

e) Two-Way Interface with Tyler Technology Odyssey Jail Manager

A bidirectional interface that will share arrest information with Tyler Technologies, Odyssey Jail Manager.

In order to provide that integration, TriTech will develop an arrest publisher and an arrest importer.

Arrest Publisher:

The Publisher will provide a defined set of data Upon user initiated action. Once a record is ready for submission to Tyler Technologies, the user will perform an action to indicate that the record is to be sent to Tyler Technologies.

The published data will be placed on a FTP site for consumption by Tyler Technologies in an XML file format.

Each record published will contain both a record type and a unique source record identifier that is based on the primary key of the parent record in Inform RMS.

TriTech will re-send the entire record following modification to the record. The Publisher utility will maintain a log file that will identify any file I/O errors encountered during its operation.

Arrest Importer:

The Automated Arrest Importer is a Windows Service providing one-way data transfer from Tyler Technologies to Inform RMS Arrest module. TriTech's Automated Arrest Data Importer Interface will monitor a FTP directory for new submissions. Once detected the data will be transformed for import into Inform RMS.

Arrest data is to be published by Tyler Technologies to an FTP directory where the data is available for import by Inform RMS. The data is to be provided in fully documented XML file format. As proposed, the TriTech Automated Arrest Importer supports data imports in a single format.

A single style sheet is configured to map the relevant data elements from Tyler Technologies output file to the Inform RMS Arrest data structure. Data not supported by the Inform RMS data model will not be imported.

The TriTech Automated Arrest Importer provides master indices resolution for Arrest data imported into Inform RMS. The Arrest data imported from Tyler Technologies is available to access through the Inform RMS client upon successful import into Inform RMS.

General:

Deployment and operation of the TriTech Arrest Interface, as described here, does not require modifications to existing TriTech products and no product modifications are proposed.

The TriTech Arrest Interface and associated data store reside on a conventional or virtualized server platform compliant with TriTech's approved hardware and software specifications.

TriTech's Cost Proposal assumes the client will support any component and/or integration testing required to facilitate the timely delivery of the interface.

TriTech's Cost Proposal does not include any products, services or other fees that might be assessed by any other third-party for enabling the integration as described.

13 APPENDIX E - SUBCONTRACTOR(S) STATEMENT(S) OF WORK

Not applicable.



TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
www.tritech.com

SOFTWARE SUPPORT AGREEMENT

TRITECH SOFTWARE SYSTEMS

**SOFTWARE SUPPORT AGREEMENT
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SOFTWARE SUPPORT AGREEMENT

Client: City of Bryan, Texas
Address: 801 East 29th Street
City, State, Zip: Bryan, TX 77803
Phone: (979) 209-5481
Contact Name: Bernie Acre

Client: Brazos County, Texas
Address: 205 East 27th St
City, State, Zip: Bryan, TX 77803
Phone: (979) 361-4409
Contact Name: Eric Caldwell

This Agreement is made by and between TriTech Software Systems, referred to herein as “TriTech”, with offices at 9477 Waples Street, Ste. 100, San Diego, California 92121 and the parties named above, collectively referred to herein as “Client”.

A. WHEREAS, TriTech and Client have entered into a System Purchase Agreement dated _____, (the “Purchase Agreement”); and

B. WHEREAS, this Software Support Agreement (this “Agreement”) is entered into to provide Software Support for the TriTech Software for a period of one year, subject to annual renewal thereafter; and

C. WHEREAS, during the initial term of this Agreement, TriTech shall act as the Prime Contractor for maintenance of the System and shall provide the single point of contact with the Client as further defined herein;

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, TriTech and Client agree as follows:

1.0 DEFINITIONS

1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

2.0 TERM AND TERMINATION

2.1 The initial term of Software Support services provided under this Agreement shall begin at first Go Live for the TriTech Software and end sixty (60) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. Following the initial term, either party may terminate this Agreement upon written notice to the other party ninety (90) days prior to the end of the then current annual support term. Provided that notice of termination has not been provided, on or before the expiration of the then current support term, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Notice for signature. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to and approval by Client.

2.2 Following the initial term of this Agreement, either party shall have the option, upon prior written notice as provided in this section, to terminate support and maintenance for applicable Subcontractor Software which is provided through TriTech as the Prime Contractor. In such event the Client shall enter directly into Support Agreement(s) with the individual Subcontractor(s). In order to provide continuity of support, either party shall notify the other party at least ninety (90) days prior to the end of the initial term of this Agreement of its intentions for continuation through TriTech as the Prime Contractor of support and maintenance for such Subcontractor Software. Support for Subcontractor Software if applicable under this Agreement will be provided in accordance with the applicable Subcontractor's terms for support which are attached hereto at Addendum C.

2.3 Either party may terminate this Agreement upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) days' prior to the end of the then current support term.

3.0 SUPPORT FEE(S)

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses purchased under the System Purchase Agreement. The Software Support fee for the first renewal term shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2.

3.2 Unless otherwise terminated as provided herein, TriTech shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all TriTech Software applications and modules licensed to Client. Software Support fee for the first renewal term subsequent to year 5, and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5% based on the value of the TriTech Software license fees. Additional licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be

coterminous with Client's then current support period.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business. Such expenses shall be paid by Client on receipt of TriTech's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs. Meals and per diem costs shall be billed at the then available GSA rates. Air travel shall be coach class and booked at the lowest reasonable fare available. Car rentals shall be standard class and booked at the lowest reasonable rate available. Lodging shall be "business moderate" service class relative to location. Any additional necessary incidental costs should be procured at the lowest reasonable rates available.

3.4 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at TriTech's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.5 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from thirty (30) days after their due date until paid. Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.

Remittance Address for Payments Only:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

3.5.1 Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.

3.6 Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

4.1 TriTech will provide support services as more fully described in Addendum B.

4.2 Client shall appoint a principal point of contact with a level of knowledge of the TriTech Software and Client's computer environment to manage the reporting of Software Errors to TriTech in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. TriTech reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

4.3 At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

5.0 SOFTWARE ERROR CORRECTION AND ACCESS

5.1 If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If TriTech is unable to reproduce the Software Error at TriTech's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by TriTech. TriTech will provide onsite assistance if the Client and TriTech determine that it is necessary for TriTech personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the TriTech Software, TriTech will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or Hardware, or System Software, or is otherwise not attributable to the TriTech Software Client shall reimburse TriTech for its travel expenses incident to the on-site visit, as well as TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.2 TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

5.3 If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

6.0 SOFTWARE UPDATES

6.1 From time to time at TriTech's discretion, Updates to the TriTech Software and TriTech Documentation will be developed and provided to Client. All Updates to the TriTech Software and TriTech Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new products or separate modules or functions that are separately licensed and priced.)

7.0 LIMITATIONS

7.1 Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twenty-four (24) months thereafter.

7.2 TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the TriTech Software are caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party whether or not permitted hereunder.

7.3.2 Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

7.3.3 Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

7.3.4 Problems in the TriTech Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the TriTech Documentation.

7.3.5 Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-to-date virus checking software in accordance with TriTech Documentation and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the TriTech System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the TriTech System in accordance with TriTech Documentation.

7.3.6 Problems in the TriTech Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.

7.3.7 Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in Addendum B for assistance if required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third party software degrades the performance of the System, Client shall immediately uninstall such software. Client shall absolve, discharge and release TriTech from any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5 TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the mutual agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third Party Changes.

7.6 Problems in the TriTech Software or transmission of data caused by wireless services are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at Client's sole risk.

7.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

8.1 Maintenance and support for Equipment provided under the Purchase Agreement (except as otherwise stated therein) is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto at Addendum C if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the TriTech Software and are not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above,

TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

9.0 LIMITATION OF LIABILITY

9.1 The total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose or (ii) in the case of bodily injury or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance.

9.2 IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 DISPUTE RESOLUTION

10.1 The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative procedure as their sole remedy with respect to any dispute, controversy or claim arising from or relating to this Agreement or its breach. The term "Arbitrable Dispute" means any dispute, controversy or claim arising under or related to this Agreement.

10.2 At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Arbitrable Dispute arising under this Agreement. The parties intend that these negotiations be conducted primarily by non-lawyer, business representatives. (However, the parties may be assisted by legal counsel in such negotiations.) The discussions shall be left to the discretion of the representatives. Upon their mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, may be produced in discovery, and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit

10.3 At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Arbitrable Dispute arising under this Agreement. The parties intend that these negotiations be conducted primarily by non-lawyer, business representatives. (However, the parties may be assisted by legal counsel in such negotiations.) The discussions shall be left to the discretion of the representatives. Upon their mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted, may be produced in discovery, and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

10.4 If the negotiations described above do not resolve the Arbitrable Dispute within sixty (60) days of the initial written request, the Arbitrable Dispute shall be submitted to mediation under the Commercial Mediation Rules of the American Arbitration Association (the "Association"). If the Arbitrable Dispute is not completely resolved in such mediation, any remaining issues shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the Association. A party may demand such arbitration in accordance with the procedures set out in those rules. The arbitration hearing shall (unless otherwise agreed by the parties) be held in the county of the principal place of business of the party against whom the demand for arbitration is filed. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator shall rule on the Arbitrable Dispute by issuing a reasoned decision. In no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. Notwithstanding anything to the contrary herein, the arbitrator shall have the power, concurrent with a court of competent jurisdiction, to award provisional relief such as a temporary restraining order or a preliminary injunction. The times specified in this Section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause.

10.5 The mediator and/or arbitrator shall be selected from the national panel of arbitrators of the American Arbitration Association with expertise in computer law and technology. Any court having jurisdiction over the matter may enter a judgment upon the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by United States Mail, postage prepaid, or by any regularly conducted commercial express mail service, to the attorney for the party or, if not so represented, to the party at the address set forth herein, or to the party's last-known business address.

10.6 The arbitrator shall have the power at the arbitrator's discretion to appoint a Special Master or consultant for the purpose of analyzing technical issues and preparing a report to the arbitrator of such analysis, and performing such other tasks as the arbitrator(s) may deem necessary for a fair and proper determination of the issues submitted to arbitration. The costs of the services of such Special Master or consultant shall be shared equally by the parties.

10.7 Each party shall bear its own costs of these procedures. A party seeking discovery permitted by the arbitrator shall reimburse the responding party the reasonable out-of-pocket cost of production of documents (to include search time and reproduction time costs). The parties shall initially equally share the administrative fees of the arbitration and the arbitrator's fees. The prevailing party shall be entitled to reimbursement of its share of said fees actually paid, as well as to an award of reasonable attorney fees.

10.8 THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION PROVISION, THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY WITH RESPECT TO THIS AGREEMENT AND THEY HEREBY WAIVE SUCH RIGHT.

11.0 SEVERABILITY

11.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

12.0 FORCE MAJEURE/EXCUSABLE DELAY

12.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13.0 CONSTRUCTION AND HEADINGS

13.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

14.0 WAIVER

14.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

14.2 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

15.0 ENTIRE AGREEMENT

15.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

16.0 APPLICABLE LAW

16.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable. Any legal proceedings arising under this Agreement shall be conducted in Brazos County, Texas, United States of America

17.0 ASSIGNMENT

17.1 The Parties may not assign their rights and responsibilities under this Agreement without the other Party's prior written permission, which shall not be unreasonably withheld or delayed, except that TriTech may, without prior express written permission of the Client, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of TriTech's assets as long as the surviving entity agrees to be bound by the terms and conditions of this Agreement..

18.0 NOTICES

18.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To TriTech:
TriTech Software Systems
Attn: Contracts
9477 Waples Street, Suite 100
Fax: 858.799.7011

To City:
City of Bryan
Attn: Information Technology Dept.
801 E 29th St., Bryan, TX 77803
Fax: 979-209-5106

To County:
Brazos County
Information Technology
205 East 27th Street
Bryan, TX 77803
Fax: 979-361-4408

19.0 GENERAL TERMS

19.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

19.2 This Agreement shall not become a binding contract until signed by an authorized officer of all parties, and it is effective as of the date so signed.

19.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

19.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

19.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

19.6 A facsimile of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine (as well as a photocopy thereof), or a scanned and emailed copy shall be treated as an original.

19.7 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

19.8 EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

19.9 This Agreement may only be modified by written amendment signed by authorized representatives of all Parties.

19.10 This Agreement will be effective when signed by the last Party whose signing makes the Agreement fully executed.

CITY OF BRYAN, TEXAS

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Blake Clark

Accepted By (Signature)

Printed Name

Blake F. Clark

Printed Name **Chief Financial Officer**

Title

Title

Date

3/7/2014

Date

BRAZOS COUNTY, TEXAS

Accepted By (Signature)

Printed Name

Title

Date

ADDENDUM A
SUPPORT FEES

Software Support fees for year 1 through year 5 will be paid under the System Purchase Agreement.

The Software Support fees in the System Purchase Agreement represent an adjusted support fee based on the initial payment structure for the Client's upgrade to the Tiburon TE RMS, which has been superseded by the System Purchase Agreement and this Software Support Agreement. Support fees subsequent to year 5 will be based on the license fee for the Client's licensed TriTech Software applications.

Prior to the end year 5, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

TriTech's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

Option:

As further defined in Addendum B hereto, standard Software Support for Inform RMS, Inform Jail and Inform FBR applications is provided on an 8x5 basis. Support fees for 8x5 support is calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Client may purchase Software Support for these TriTech Software applications on a 24x7 basis with the applicable adjustment in support fee. **If this option has been chosen, check the box below:**

Optional Support Upgrade to 24x7 for Inform RMS Yes
Optional Support Upgrade to 24x7 for Inform FBR Yes

ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

(1) All TriTech Software Errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TriTech's Customer Service Group.

(2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech.

Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.

Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through TriTech's Support website via the Customer Service portal on TriTech's website.

(3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding TriTech holidays.

(4) The main support line will be answered by TriTech's Customer Service Department, or TriTech's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the TriTech operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to TriTech's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to support@tritech.com.

(7) As more fully defined in the TriTech System Planning Document, TriTech has approved VPN (virtual private network) connectivity as the sole primary form of support connectivity for

TriTech's Inform CAD, Inform Mobile, Inform Browser and related Interfaces Software. Client shall establish a dependable VPN form of access for TriTech's use in order to be supported to enable TriTech to access, diagnose, update, repair, and/or install a workaround to the system. Backup support connectivity is also required. The Client will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Client's team to assist in troubleshooting. Citrix GotoAssist is utilized for remote connectivity for Inform RMS, Inform FBR, Inform Jail, and Inform IQ.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below if requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

- a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the TriTech Documentation.

(9) **Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the TriTech Software as further defined in this Agreement. Causes related to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Agreement.

Inform CAD, Mobile, Browser, Interface, and GIS Link Response Matrix

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> • Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of transactional data & transactional data corruption <p>This means one or more critical server components are non-functional disabling Inform CAD, or Inform Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 2 – Urgent Priority	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Service Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 3 - High Priority	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible.</p> <p>A significant number of Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via support@tritech.com.</p> <p>High Priority Issues are not managed after Normal Customer Service Hours.</p>

Priority	Issue Definition	Response Time
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units, or perform a common call taking or dispatch function. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Medium Priority issues may also be reported via support@tritech.com . Medium Priority issues are not managed after Normal Customer Service Hours.
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Low Priority issues may also be reported via support@tritech.com . Low Priority issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform CAD:
 - a. The Inform CAD System is down and all workstations will not launch or function.
 - b. The Inform CAD System is inoperable due to transactional data corruption caused by TriTech Software.
 - c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
 - d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
2. Inform Mobile:
 - a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
 - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
 - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform Browser, and GISLink:
 - a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform CAD:
 - a. Inform CAD users are severely impacted due to one of the following conditions:
 - i. Unable to enter new requests for service via the emergency or scheduled call-taking screen.
 - ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
 - iii. The inability to view/edit premise or caution note information.
 - iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - v. The system does not perform unit recommendations.
 - vi. Inability to assign a unit to an incident.
 - vii. Inability to change a unit's status.
 - viii. Inability to close an incident.
 - ix. Inability to view incident information needed to dispatch an incident.
 - x. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day
2. Inform Mobile:
 - a. Inform Mobile users are severely impacted due to one of the following conditions:
 - i. Inability to receive new requests for service from Inform CAD.
 - ii. Inability to view incident information needed to dispatch an incident.
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. Inability to enter a traffic stop or on-view incident.
 - v. The inability to view premise or caution note information.
 - vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
3. Inform CAD/Mobile Interfaces:
 - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
 - b. An Inform CAD Paging Interface is down.
 - c. An interface used for personnel rostering is down.
 - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
 - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
 - f. An ANI/ALI interface repeatedly fails to process information into an incident.
 - g. An interface to an external rostering system used to logon units is down.
 - h. An AVL interface fails to process updates for over 50% of units.
 - i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
 - j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.
4. Inform Browser:
 - a. Inform Browser is down and no workstations are able to login (unrelated to the Client's network).
5. GISLink:
 - a. There are no Urgent Priority (Priority 2) issues for this product.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover it is inoperable for more than one (1) business day, TriTech will work to resolve the problem according to the Priority 2 response and resolution criteria included above.
- Modifications to installed Inform CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes, as necessary, dictated by State and Federal agencies having authority over these programs will be provided in a subsequent update.

Inform RMS, Inform Jail and Inform FBR

Priority	Issue Definition	Response Time
<p>Priority 1 – Critical Priority</p>	<p>Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:</p> <ul style="list-style-type: none"> • TriTech Inform RMS, Inform Jail or Inform FBR server software inoperative • Loss of ability for all Inform RMS, Inform Jail or Inform FBR users to log on to system • Inform Jail system down • Loss of transactional data & transactional data corruption <p>This means one or more critical server components are non-functional disabling Inform RMS, Inform Jail, or Inform FBR, workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, and Inform FBR is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.</i></p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<p>Priority 2 – Urgent Priority</p>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system • Loss of ability to transfer Inform FBR Reports • Unable to book or release inmates <p>A significant number of the Inform RMS, Inform Jail or Inform FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS, Inform Jail or Inform FBR workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, and Inform FBR is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.</i></p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response</p>

Priority	Issue Definition	Response Time
Priority 3 - High Priority	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Inform RMS, Inform Jail, or Inform FBR function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> Loss of Non-Critical Data (with “Non-Critical” being defined as not causing an error classified as a P1 or P2 error (above). NIBRS State reporting issues that cause agency reports to exceed State error submission limits UCR reporting multiple occurrence of inaccurate data <p>A significant number of Inform RMS, Inform Jail or Inform FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via CH_ClientServicesTriage@tritech.com.</p> <p>High Priority issues are not managed after Normal Customer Service Hours.</p>
Priority 4 – Medium Priority	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Medium Priority issues may also be reported via CH_ClientServicesTriage@tritech.com.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>
Priority 5 – Low Priority	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via CH_ClientServicesTriage@tritech.com.</p> <p>Low Priority issues are not managed after Normal Customer Service Hours.</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.</p>	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>

Priority	Resolution Process	Resolution Time
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform RMS System:
 - a. The Inform RMS System Server is down and unavailable for queries.
 - b. The Inform RMS is inoperable due to data corruption caused by TriTech Software.
 - c. Law enforcement users are unable to send or receive justice queries and transactions (this Priority applies if the functionality is available through no other available methods within the TriTech Software).
2. Inform Jail:
 - a. The Inform Jail System is down and all workstations will not launch or function.
 - b. The Inform Jail System is inoperable due to transactional data corruption caused by TriTech Software.
 - c. Inform Jail users are unable to book or release inmates.
3. Inform FBR System:
 - a. The Inform FBR Server is down and unavailable to process reports.
 - b. The Inform FBR Server is inoperable due to data corruption caused by TriTech Software.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform RMS:
 - a. The inability to create, save, access, or close records.
 - b. The inability to enter property in the evidence module.
 - c. The inability to move a piece of property to another location.
 - d. The inability to assign a case to an investigator.
 - e. The inability to create UCR/NIBRS State Reports.
 - f. The inability to complete an expungement on a name record.
 - g. The system does not display active master name alerts.
 - h. The system does not display active warrants for a master name.
2. Inform FBR:
 - a. The inability to create, save, access, or close reports.
 - b. The inability to transfer a report to RMS.
 - c. The inability to provide master resolution during entry.
 - d. A report is unable to complete the approval workflow.
3. Inform Jail:
 - a. Inform Jail users are severely impacted due to one of the following conditions:
 - i. Unable to book or release inmates.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items:
 - A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Inform RMS Licensed Software, as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

ADDENDUM C

SUBCONTRACTOR SUPPORT TERMS

(Attached, if applicable)

Not applicable

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: May 12, 2015		DATE SUBMITTED: April 27, 2015	
DEPARTMENT OF ORIGIN: Police / Information Technology		SUBMITTED BY: Eric Buske / Bernie Acre	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input checked="" type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consider approval of an Interlocal Cooperative Agreement (ILA) between the City of Bryan (COB) and Brazos County (County).			
<p>The COB and the County desire to utilize one joint public safety records management system (RMS), Tiburon Total Enforcement Records Management System (TE RMS), with the COB providing the primary hardware and software support.</p>			
<p>SUMMARY STATEMENT: On April 1, 2004, the COB acquired the Tiburon Computer Aided Dispatch (CAD) system and the associated Law Records Management System and Fire Records Management System (collectively known as RMS). As part of this project the COB also acquired a <u>multi-agency</u> license for use of the RMS with the expectation that the County would at some point partner and share resources with the COB.</p> <p>Since 2004, the County has utilized the COB's CAD system for dispatching its law enforcement officers. The County has historically paid a portion of the annual maintenance cost based on its percentage of calls for service. Additionally, the County was already using a rudimentary RMS software system and elected not to invest in an interface between the COB's Tiburon RMS and the County RMS. Therefore the multi-agency license purchased in 2004 was not utilized and the County and the COB maintained law enforcement records in two disparate systems.</p> <p>The COB has already invested in hardware technology that can be used for a joint-agency RMS with the County. To support this ILA the COB must upgrade from its present version of Tiburon's records management system (RMS) to TE RMS.</p> <p>The County is in the process of replacing their current court software. The vendor the County is choosing for their court system does not recommend that the County integrate with the County's existing RMS system. Therefore, the County must acquire an RMS and integrate with their new court system. Since the COB already owns a joint-agency license, the relationship outlined in the ILA will reduce the County's costs significantly and provide numerous efficiencies between the respective COB and County law enforcement agencies.</p> <p>Conversely, this agreement will extend the life of the COB 11 year old public safety system for a minimum of 5 more years with a significant decrease in maintenance costs. Additionally, leveraging this joint-agency agreement provides for significantly less capital expenditure than the costs associated to research, purchase, and implement a new public safety system.</p>			
As a reference only, the cost of this implementation will be a <u>one-time payment</u> in FY15 of \$215,000:			

\$38,950 – City of Bryan portion
\$176,050 – Brazos County portion

Historically, the annual maintenance costs associated with RMS software have been as follows:

2015 – \$38,461
2014 - \$36,629
2013 – \$34,885
2012 – \$33,224
2011 – \$31,642
2010 – \$30,135
2009 - \$28,700

Under the ILA the annual maintenance cost for support during the first five year term (starting in FY16) will be \$63,000. This will be spread between the County and the COB as indicated below:

2016 - \$23,310 – City of Bryan / \$39,690 – Brazos County
2017 – \$23,310 – City of Bryan / \$39,690 – Brazos County
2018 – \$23,310 – City of Bryan / \$39,690 – Brazos County
2019 – \$23,310 – City of Bryan / \$39,690 – Brazos County
2020 - \$23,310 – City of Bryan / \$39,690 – Brazos County

Also, provided for under the ILA, all future hardware (storage and hardware infrastructure) costs will be shared equally 50-50 between the COB and the County.

STAFF ANALYSIS AND RECOMMENDATION: This agreement will allow the COB an opportunity to leverage new technology, partner with the County, and save significant dollars in the process. Information Technology has vetted the technical aspects of this solution and the Police Department has vetted the functional aspects. Both departments believe this solution will meet the needs for the foreseeable future. Staff recommends that Council approve the ILA to allow the COB and the County to enter into a partnership to the benefit of the citizens of both the COB and County.

OPTIONS (In Suggested Order of Staff Preference):

Approve the Interlocal Agreement between the City of Bryan and Brazos County

Do not approve the Interlocal Agreement between the City of Bryan and Brazos County and provide staff direction

ATTACHMENTS:

1. Tiburon ILA with Brazos County
2. Bryan TX TE Migration Implementation Terms and Conditions 04172015 with Exhibits (pdf file)

FUNDING SOURCE: FY15 Police Department Budget (General Fund) (budgeted maintenance funds)

APPROVALS: Hugh R. Walker, 04/28/2015

APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 27Apr2015

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 05-03-2015

**INTERLOCAL COOPERATIVE AGREEMENT
PROVIDING FOR THE OPERATION AND MAINTENANCE OF THE TIBURON TOTAL
ENFORCEMENT RECORDS MANAGEMENT SYSTEM IN A MULTI-AGENCY
CONFIGURATION BETWEEN THE CITY OF BRYAN AND THE COUNTY OF BRAZOS**

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This Agreement between the City of Bryan, a political subdivision of the State of Texas, and the County of Brazos, a political subdivision of the State of Texas, is made pursuant to the provisions of the Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791.

WHEREAS, it has been found and determined by the Commissioners' Court of the County of Brazos, Texas, and by the City Council of the City of Bryan, Texas, that utilizing one records management system ("RMS") to serve the law enforcement agencies of the City of Bryan and the County of Brazos shall result in increased efficiency and economy to the citizens of the County of Brazos; and

WHEREAS, the City of Bryan and the County of Brazos have determined that Trittech's Tiburon Total Enforcement Records Management System ("TE RMS") is the appropriate system for this purpose; and

WHEREAS, the County of Brazos and the City of Bryan desire to enter into an agreement by which the City of Bryan will install and run the TE RMS software on server hardware and storage already owned by the City of Bryan, according to the terms and conditions as set forth herein; and

WHEREAS, the City of Bryan and County of Brazos already share records across the current shared records management system under a 2004 multi-agency license; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows, to-wit:

I. PURPOSES OF AGREEMENT

1.01 The purposes of this Agreement is to capture and clarify the responsibilities of the Brazos County and the City of Bryan Information Technology Departments regarding the hardware and network infrastructure, services, support and administration necessary to successfully run and maintain the Tiburon Total Enforcement Records Management System ("TE RMS") in a multi-agency configuration.

II. TERM OF AGREEMENT

2.01 This Agreement shall commence on the 1st day of June 2015, and extend until the 31st day of December 2019. Upon completion of this initial term or any subsequent renewal period, this Agreement shall automatically renew for additional one (1) year periods unless either party gives the other notice of non-renewal at least sixty (60) days prior to the end of the relevant term or period.

III. BACKGROUND

3.01 On April 1, 2004 the City of Bryan (COB) acquired the Tiburon Computer Aided Dispatch (CAD) system and the associated Law Records Management System (RMS) and Fire Records Management System. The project, including the licensing and professional services, cost \$924,708. The Law Enforcement Records Management portion of this cost was \$189,999. As part of this project COB

also acquired a multi-agency license for use of the RMS. On August 12, 2014, Tiburon provided written confirmation of this purchase.

3.02 Since 2004, Brazos County (the County) has utilized COB's CAD system for dispatching its law enforcement officers. The County has paid a portion of the annual maintenance cost based on its percentage of calls for service.

3.03 A justice software system (TSG) that had a rudimentary, integrated RMS was already in use at the County. The County elected not to invest in an interface between the Tiburon RMS and the TSG RMS. Therefore the multi-agency license was not utilized and the County and COB maintained law enforcement records in two disparate systems.

3.04 COB has already invested in existing server hardware and storage that can and will be used for a new RMS.

3.05 The County is replacing its justice software, along with the integrated records management system ("RMS"), with Tyler Technologies' Odyssey. Tyler Technologies does not recommend their Odyssey RMS as it is suitable only for much smaller counties. Therefore, the County must acquire a separate RMS and integrate this RMS with Odyssey.

3.06 The County wishes to acquire the Tiburon Law RMS, Total Enforcement edition ("TE RMS") and COB wishes to replace their legacy RMS with TE RMS.

IV. DATA CONVERSION AND INTEGRATION

4.01 COB and the County will utilize the multi-agency license acquired by COB in 2004 to share records across the agencies where and when appropriate. This Agreement is not intended to document the cross-agency record sharing details.

4.02 Tritech Tiburon has integrated the TE RMS with its CAD system.

4.03 COB will convert its legacy RMS data to the new TE RMS.

4.04 The County will not convert any of its legacy RMS data to the new TE RMS.

V. SYSTEMS ADMINISTRATION

5.01 TE RMS is integrated with the existing CAD system and COB has elected to run TE RMS in its data center. TE RMS will be loaded and run on server hardware and storage already owned by COB. COB has the sufficient hardware, storage, and backup capacity at the time this Agreement is executed to support this project.

5.02 COB staff will provide primary systems administration services for server hardware, operating systems, database systems, storage and backup subsystems. COB will maintain these in keeping with accepted industry best practices. COB will be responsible for any costs associated with keeping these systems under support and service agreements. COB will also be responsible for backing up the TE RMS system and securing these backups.

5.03 In consideration of the costs for keeping these systems under support and service agreements, and in consideration of the administration and backup services COB will provide for these systems, the County shall pay a greater share of the TE RMS annual maintenance and support contract costs. The ratio

of TE RMS annual maintenance support contract costs is documented in the TE RMS contract, attached as **Exhibit A**. This agreement is not intended to document the cost-share ratio.

5.04 Both the COB and the County staff will designate a technical support coordinator (TSR). The COB TSR will be the primary contact for the purposes of operations and maintenance under this agreement. Each respective staff TSR, or their technical designate, will have the ability to open support issues with the appropriate vendor representative. Both parties agree to work in a mutually cooperative fashion by keeping TSR informed and included in the majority of all support and technical conversations, whether they are electronic or verbal conversation.

5.05 Enhancements to the baseline functionality will require a mutually cooperative effort between both the COB and the County technical and functional staff. However, neither the COB, nor the County will require the permission of the other to ask and pay for additional functionality. Primary objective for mutual cooperation is to ensure there is no adverse effect to the others functional or operational expectations of the system.

VI. RESOURCE UTILIZATION

6.01 It is understood that if the TE RMS requirements exceed COB's existing hardware resources (i.e., processors, memory, storage, etc.) either as a result of updates, patches, upgrades, or as general system usage demands increase over the term of this Agreement, COB and the County will share the cost of additional resources equally.

6.02 It is generally understood that the COB system availability for the TE RMS will meet or exceed a standard 98% metric.

6.03 Exceeding existing resources shall be defined as utilization which is projected to surpass 70% of total capabilities within the next budgeting cycle.

VII. LEGAL RESPONSIBILITY

7.01 Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.

7.02 If a Party to this Agreement requires that one or more of its records be edited, removed, or otherwise changed in a timely manner, such Party is responsible for arranging for such a change to be manually processed to its data by its System Administrator.

VIII. RELATIONSHIP OF PARTIES AND LIABILITY.

8.01 Nothing in this Agreement shall be deemed to create an employment relationship between any of the Parties to this Agreement. The Parties do not waive and do intend to assert any available defenses and/or limitations on liability. No Party shall be considered to be an agent of any other Party. The Parties acknowledge that none of the parties has waived its sovereign immunity by entering into this Agreement.

IX. TERMINATION

9.01 Each party to this Agreement may terminate it by giving ninety (90) days prior written notice. The County of Brazos shall provide such notice to the City Manager. The City of Bryan shall provide such notice to the Brazos County Judge. Such notice of termination shall be given by registered mail, return receipt requested, to the appropriate party at the following addresses:

CITY OF BRYAN, TEXAS:

City Manager
P.O. Box 1000
Bryan, Texas 77805

BRAZOS COUNTY, TEXAS:

County Judge
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

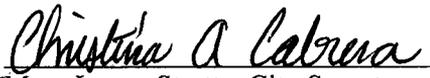
X. SAVINGS CLAUSE

10.01 If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

APPROVED by Bryan City Council at a regular meeting held on the 12th day of May, 2015.

ATTEST:

CITY OF BRYAN:


for Mary Lynne Stratta, City Secretary


Jason P. Bienski, Mayor

APPROVED AS TO FORM:


Janis K. Hampton, City Attorney

APPROVED by Brazos County Commissioners Court at a meeting held on the ____ day of _____, 2015.

APPROVED AS TO SUBSTANCE:

COUNTY OF BRAZOS

Chris Kirk
Brazos County Sheriff

Duane Peters
County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
Brazos County Clerk

Bill Ballard
Assistant County Attorney

APPROVED by Brazos County Commissioners Court at a meeting held on the 12th day of May, 2015.

APPROVED AS TO SUBSTANCE:


Chris Kirk
Brazos County Sheriff

COUNTY OF BRAZOS

Duane Peters
County Judge

ATTEST:


Karen McQueen
Brazos County Clerk

APPROVED AS TO FORM:


Bill Ballard
Assistant County Attorney

Meeting Date (?) 01/26/2016

Subject Matter* (?) Amendment to Tiburon ILA between COB and Brazos County
This must match rolling agenda entry

Department of Origin* INFORMATION TECHNOLOGY

Submitted By* Bernie Acre

Type of Meeting* BCD Special Regular

Classification* Public Hearing Consent Statutory Regular

Ordinance* None First Read Second Read First & Only Read

Strategic Initiative* Public Safety Service
 Economic Development Infrastructure
 Quality of Life

Agenda Item Description* Consider approval of a First Amended And Restated Interlocal Cooperation Agreement providing for the Operation And Maintenance of the TriTech Inform Records Management and Field Based Reporting System (RMS) in a Multi-Agency Configuration (ILA) between the City of Bryan (COB) and Brazos County (County).

The COB and the County desire to amend the original ILA to more accurately represent the current system(s) being deployed. It remains the desire of both entities to utilize one joint public safety RMS with the COB providing the primary hardware and software support.

Summary Statement *

On April 27, 2015, the Council approved an ILA that provides the framework for supporting and funding a joint public safety RMS between the COB and the County.

TriTech Software Systems purchased Tiburon in February 2015. At the time of acquisition, TriTech was planning to continue developing and supporting the Tiburon Total Enforcement RMS (TE RMS) for the foreseeable future. However, in August 2015, TriTech additionally purchased Zuercher Systems. TriTech decided at some point prior to September that they would now stop long-term development and support of TE RMS by CY2018. Zuercher Systems will become the Tier Level 3 & 4 preferred system for smaller market platforms as of CY2017.

The COB and the County are considered a Tier 2-3 sized system and therefore would best fit into the TriTech RMS system model going forward using the TriTech Inform (Inform) system. TriTech has offered a like-to-like conversion from the COB/County TE RMS project to an Inform deployment at the same cost. While significantly more effort, this upgrade will save the COB approximately \$500,000 over a purchase and deployment of the TriTech Inform system when support ends for the TE RMS in FY2018.

Historical Reference:

On April 1, 2004, the COB acquired the Tiburon Computer Aided Dispatch (CAD) system and the associated Law Records Management System and Fire Records Management System (collectively known as RMS). As part of this project the COB also acquired a multi-agency license for use of the RMS with the expectation that the County would at some point partner and share resources with the COB.

Since 2004, the County has utilized the COB's CAD system for dispatching its law enforcement officers. The County has historically paid a portion of the annual maintenance cost based on its percentage of calls for service. Additionally, the County was already using a rudimentary RMS software system and elected not to invest in an interface between the COB's Tiburon RMS and the County RMS. Therefore the multi-agency license purchased in 2004 was not utilized and the County and the COB maintained law enforcement records in two disparate systems.

The COB has invested in hardware technology that can be used for a joint-agency RMS with the County. To support this ILA the COB must upgrade from its present version of Tiburon's records management system (RMS) to TE RMS.

The County is in the process of replacing their current court software. The vendor the County is choosing for their court system does not recommend that the County integrate with the County's existing RMS system. Therefore, the County must acquire an RMS and integrate with their new court system. Since the COB owns a joint-agency license, the relationship outlined in the ILA will reduce the County's costs significantly and provide numerous efficiencies between the respective COB and County law enforcement agencies.

This agreement will extend the life of the COB 11 year old public safety system for a minimum of 5 more years with a significant decrease in maintenance costs. Additionally, leveraging this joint-agency agreement provides for significantly less capital expenditure than the costs associated to research, purchase, and implement a new public safety system.

Under the ILA, the annual maintenance cost for support during the first five (5) year term (starting in FY16) will be \$63,000. This cost will be spread between the County and the COB as indicated below (over a 5 year period):

2016 - \$23,310 – City of Bryan / \$39,690 – Brazos County
2017 – \$23,310 – City of Bryan / \$39,690 – Brazos County
2018 – \$23,310 – City of Bryan / \$39,690 – Brazos County
2019 – \$23,310 – City of Bryan / \$39,690 – Brazos County
2020 - \$23,310 – City of Bryan / \$39,690 – Brazos County

Also, provided for under the First Amended ILA, all future hardware (storage and hardware infrastructure) costs will be shared equally (50-50) between the COB and the County.

Staff Analysis & Recommendation*

This agreement will allow the COB an opportunity to leverage new technology, partner with the County, and save significant dollars in the process. Information Technology has vetted the technical aspects of this solution and the Police Department has vetted the functional aspects. Both entities believe this solution will meet the needs for the foreseeable future. Staff recommends the City Council approve the First Amended and Restated Interlocal Cooperation Agreement providing for the Operation And Maintenance of the TriTech Inform Records Management And Field Based Reporting System (RMS) in a Multi-Agency Configuration (ILA) between the City of Bryan (COB) and Brazos County (County).

Options*

(In Suggested Order of Staff Preference)

Approve the First Amended And Restated Interlocal Cooperation Agreement providing for the Operation and Maintenance of the TriTech Inform Records Management and Field Based Reporting System (RMS) in a Multi-Agency Configuration (ILA) between the City of Bryan (COB) and Brazos County (County).

Do not approve the First Amended Interlocal Agreement between the City of Bryan and the Brazos County and provide staff direction.

Funding Source*

Police Department Budget (General Fund) (budgeted maintenance funds)

Attachments

FIRST AMENDED INTERLOCAL COOPERATIVE AGREEMENT-FINAL.pdf

106.17KB

Please detail attachments and note attachments available for viewing in City Secretary's Office:

1. FIRST AMENDED INTERLOCAL COOPERATIVE AGREEMENT-FINAL (PDF)

Dept. Head Signature



Deputy City Manager Signature



City Manager Signature



City Attorney Signature



**FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
PROVIDING FOR THE OPERATION AND MAINTENANCE OF THE TRI TECH
INFORM RECORDS MANAGEMENT AND FIELD BASED REPORTING SYSTEM IN
A MULTI-AGENCY CONFIGURATION BETWEEN THE CITY OF BRYAN AND THE
COUNTY OF BRAZOS**

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This First Amended Interlocal Cooperation Agreement Providing for the Operation and Maintenance of the TriTech Inform Records Management and Field Based Reporting System in a Multi-Agency Configuration (“**First Amendment**”), by and between the City of Bryan, a political subdivision of the State of Texas (“**City**”), and the County of Brazos, a political subdivision of the State of Texas (“**County**”), is made pursuant to the provisions of the Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, and is effective for all purposes on January 1, 2016 (“**Effective Date**”).

R E C I T A L S

WHEREAS, the City and the County entered into that certain Interlocal Cooperative Agreement Providing for the Operation and Maintenance of the Tiburon Total Enforcement Records Management System in a Multi-Agency Configuration Between the City of Bryan and the County of Brazos effective for all purposes on June 1, 2015 (“**Original Agreement**”); and

WHEREAS, on September 24, 2015, the County and City learned that TriTech had acquired Zuercher Technologies (“**Zuercher**”) and that TriTech intended to focus future development and support efforts on the Zuercher platform for lower tier clients and focus efforts on the TriTech Inform platform for higher tier clients; and

WHEREAS, on October 7, 2015 the County and City viewed a demonstration of the TriTech Inform Records Management and Field Based Reporting Systems and believe the Inform product to be a suitable substitution for the Tiburon Total Enforcement System; and

WHEREAS, the County wishes to acquire the TriTech Inform Records Management and Field Based Reporting System (“**Inform RMS**”) and City wishes to replace their legacy RMS with Inform RMS; and

WHEREAS, TriTech agrees to sell the City and the County the Inform RMS for the same price as the Tiburon Total Enforcement Records Management System; and

WHEREAS, for the purposes of this Agreement, the Parties desire to substitute the Inform RMS for the Tiburon Total Enforcement Records Management System.

NOW, THEREFORE, for the consideration stated herein, the Original Agreement is hereby amended and restated as follows:

I. PURPOSES OF AGREEMENT

- 1.01 The purposes of this Agreement is to capture and clarify the responsibilities of the Brazos County and the City of Bryan Information Technology Departments regarding the hardware and network infrastructure, services, support and administration necessary to successfully run and maintain the Inform RMS in a multi- agency configuration.

II. TERM OF AGREEMENT

- 2.01 This Agreement shall commence on the 1st day of June 2015, and extend until the 31st day of December 2019. Upon completion of this initial term or any subsequent renewal period, this Agreement shall automatically renew for additional one (1) year periods unless either party gives the other notice of non-renewal at least sixty (60) days prior to the end of the relevant term or period.

III. BACKGROUND

- 3.01 On April 1, 2004 the City of Bryan (COB) acquired the Tiburon Computer Aided Dispatch (CAD) system and the associated Law Records Management System (RMS) and Fire Records Management System. The project, including the licensing and professional services, cost \$924,708. The Law Enforcement Records Management portion of this cost was \$ 189,999. As part of this project COB also acquired a multi-agency license for use of the RMS. On August 12, 2014, Tiburon provided written confirmation of this purchase.
- 3.02 Since 2004, Brazos County (the County) has utilized COB's CAD system for dispatching its law enforcement officers. The County has paid a portion of the annual maintenance cost based on its percentage of calls for service.
- 3.03 A justice software system (TSG) that had a rudimentary, integrated RMS was already in use at the County. The County elected not to invest in an interface between the Tiburon RMS and the TSG RMS. Therefore the multi-agency license was not utilized and the County and COB maintained law enforcement records in two disparate systems.
- 3.04 The COB has already invested in existing server hardware and storage that can and will be used for a new RMS.
- 3.05 The County is replacing its justice software, along with the integrated records management system ("RMS"), with Tyler Technologies' Odyssey. Tyler Technologies does not recommend their Odyssey RMS as it is suitable only for much smaller counties. Therefore, the County must acquire a separate RMS and integrate this RMS with Odyssey.
- 3.06 The County wishes to acquire the Inform RMS, and COB wishes to upgrade their legacy RMS with the Inform RMS.

IV. DATA CONVERSION AND INTEGRATION

- 4.01 COB and the County will utilize the multi- agency license acquired by COB in 2004 to share records across the agencies where and when appropriate. This Agreement is not intended to document the cross-agency record sharing details.
- 4.02 Trittech has integrated the TE RMS with its CAD system.
- 4.03 COB will convert its legacy RMS data to the new Inform RMS.
- 4.04 The County will not convert any of its legacy RMS data to the new TE RMS.

V. SYSTEMS ADMINISTRATION

- 5.01 TE RMS is integrated with the existing CAD system and COB has elected to run Inform RMS in its data center. Inform RMS will be loaded and run on server hardware and storage already owned by the COB. The COB has the sufficient hardware, storage, and backup capacity at the time this Agreement is executed to support this project.
- 5.02 COB staff will provide primary systems administration services for server hardware, operating systems, database systems, storage and backup subsystems. The COB will maintain these in keeping with accepted industry best practices. The COB will be responsible for any costs associated with keeping these systems under support and service agreements. The COB will also be responsible for backing up the Inform RMS system and securing these backups.
- 5.03 In consideration of the costs for keeping these systems under support and service agreements, and in consideration of the administration and backup services COB will provide for these systems, the County shall pay a greater share of the Inform RMS annual maintenance and support contract costs. The ratio of Inform RMS annual maintenance support contract costs is documented in the attached contract as Exhibit A. This agreement is not intended to document the cost-share ratio.
- 5.04 Both the COB and the County staff will designate a technical support coordinator (TSR). The COB TSR will be the primary contact for the purposes of operations and maintenance under this agreement. Each respective staff TSR, or their technical designate, will have the ability to open support issues with the appropriate vendor representative. Both parties agree to work in a mutually cooperative fashion by keeping TSR informed and included in the majority of all support and technical conversations, whether they are electronic or verbal conversation.
- 5.05 Enhancements to the baseline functionality will require a mutually cooperative effort between both the COB and the County technical and functional staff. However, neither the COB, nor the County will require the permission of the other to ask and pay for additional functionality. Primary objective for mutual cooperation is to ensure there is no adverse effect to the others functional or operational expectations of the system.

VI. RESOURCE UTILIZATION

- 6.01 It is understood that if the Inform RMS requirements exceed COB's existing hardware resources (i.e., processors, memory, storage, etc.) either as a result of updates, patches, upgrades, or as general system usage demands increase over the term of this Agreement, COB and the County will share the cost of additional resources equally.
- 6.02 It is generally understood that the COB system availability for the Inform RMS will meet or exceed a standard 98% metric.
- 6.03 Exceeding existing resources shall be defined as utilization which is projected to surpass 70% of total capabilities within the next budgeting cycle.

VII. LEGAL RESPONSIBILITY

- 7.01 Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
- 7.02 If a Party to this Agreement requires that one or more of its records be edited, removed, or otherwise changed in a timely manner, such Party is responsible for arranging for such a change to be manually processed to its data by its System Administrator.

VIII. RELATIONSHIP OF PARTIES AND LIABILITY.

- 8.01 Nothing in this Agreement shall be deemed to create an employment relationship between any of the Parties to this Agreement. The Parties do not waive and do intend to assert any available defenses and/or limitations on liability. No Party shall be considered to be an agent of any other Party. The Parties acknowledge that none of the parties has waived its sovereign immunity by entering into this Agreement.

IX. TERMINATION

- 9.01 Each party to this Agreement may terminate it by giving ninety (90) days prior written notice. The County of Brazos shall provide such notice to the City Manager. The City of Bryan shall provide such notice to the Brazos County Judge. Such notice of termination shall be given by registered mail, return receipt requested, to the appropriate party at the following addresses:

CITY OF BRYAN, TEXAS:
City Manager
P.O. Box 1000
Bryan, Texas 77805

BRAZOS COUNTY, TEXAS:
County Judge
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

X. MISCELLANEOUS

10.01 Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

10.02 Annual Appropriation. The obligations of the City and the County under this Agreement are subject to annual appropriation by the governing bodies of each entity.

10.03 Saving Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

10.04 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be in Brazos County, Texas.

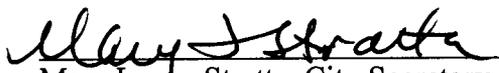
10.05. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supercedes any prior understandings or written or oral agreements between the Parties.

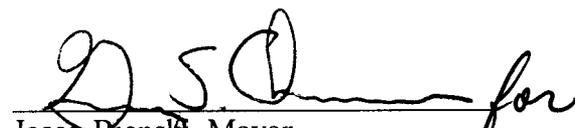
10.06. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

APPROVED by Bryan City Council at a regular meeting held on the 11 day of March, 2016.

ATTEST:

CITY OF BRYAN:


Mary Lynne Stratta, City Secretary


Jason Bienski, Mayor

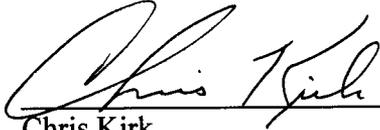
APPROVED AS TO FORM


Janis K. Hampton, City Attorney

Janis K. Hampton, City Attorney

APPROVED by Brazos County Commissioners Court at a meeting held on the 26th day of January, 2016

APPROVED AS TO SUBSTANCE:

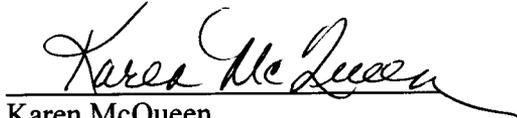


Chris Kirk
Brazos County Sheriff

COUNTY OF BRAZOS


Duane Peters
County Judge

ATTEST:



Karen McQueen
Brazos County Clerk

APPROVED AS TO FORM:



Bill Ballard
Assistant County Attorney