

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: September 15, 2009 Submitted By: Dianne Wilson
Court Agenda Date: September 22, 2009 Department: (JST) Judicial Steering Team
Phone Number:

SUMMARY OF ITEM: Approve Notice to Proceed between Fort Bend County and Tyler Technologies for the implementation of Odyssey Software. (Change Order # 1).

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Notice to Proceed and revised implementation plan.

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: 100685888 Account Number:
Activity (If Applicable): P685-06rawhide

DESCRIPTION OF LAWSOM ACCOUNT: Project Rawhide

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/>	Auditor (281-341-3774)	<input checked="" type="checkbox"/>	Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/>	Budget Officer (281-344-3954)	<input checked="" type="checkbox"/>	Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/>	Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/>	Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/>	Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/>	Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/>	Information Technology (281-341-4526)	<input checked="" type="checkbox"/>	County Clerk (281-341-8697)
<input type="checkbox"/>	Other:	<input checked="" type="checkbox"/>	County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve Notice to proceed with Tyler Technologies for the implementation of Odyssey software.

Special Handling Requested (specify): Return two signed copies to County Clerk.

9-30-09 orig. ret. to Connie H. et IT



JUDICIAL STEERING TEAM

TO: Members of Commissioners' Court

DATE: September 15, 2009

RE: USE OF JST CONTINGENCY FUNDS FOR COMPLETION OF ODYSSEY PROJECT

The Judicial Steering Team (JST), committee responsible for the oversight of the implementation of the common integrated justice system (Odyssey), has reviewed the following request and approves it:

BACKGROUND:

In 2006, the best estimate of funds required for configuration, data conversion, implementation and completion of the Odyssey was provided by Tyler Technologies and the Council of Urban Counties. Since that time, the project has been extended for an additional twelve months due to data conversion issues and delay in "go-live" for county and district criminal courts. Due to the delay with criminal, the conversion of the justice courts and the district attorney office has been moved forward.

REQUEST:

JST request and supports the additional twelve month extension of the Odyssey project and agrees to the request of \$290,885 from Project Rawhide "contingency" line item budget to fund the additional resources required for up to 12 months. This is the first request for use of contingency funds; hopefully, the only request.

RECOMMENDATION:

Authorize the expenditure of \$290,885 from Project Rawhide contingency line item budget to complete the implementation of Odyssey.

Sincerely,

Dianne Wilson

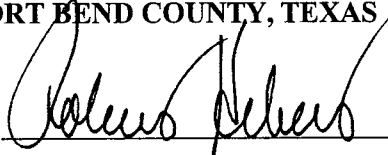
JST Chair

**Participating Member County
CHANGE ORDER – NOTICE TO PROCEED**

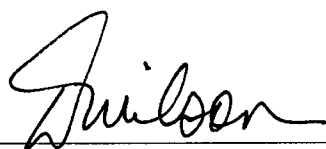
This notice is issued pursuant to that certain Participation Agreement by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), the Texas Conference of Urban Counties (the "CUC"), and Fort Bend County, Texas (the "County").

The County has reviewed the attached Updated Implementation Plan submitted by Software Provider and, in accordance with Section 4 of the Participation Agreement, hereby provides to Software Provider a Notice to Proceed.

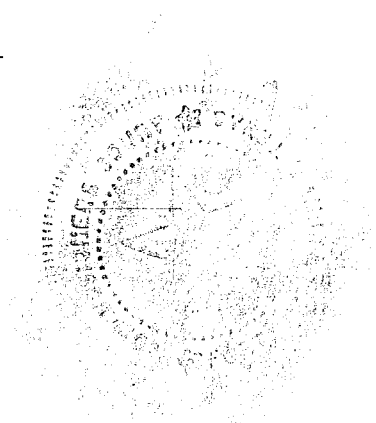
FORT BEND COUNTY, TEXAS

By: 
Date: September 22, 2009
Name: Robert Hebert
Title: County Judge
Address: 301 Jackson Street
Richmond, Texas 77469

Attest:

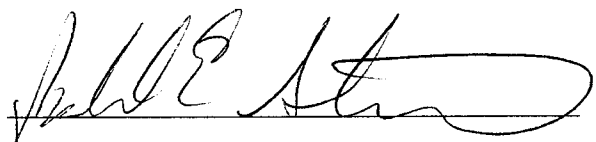


Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$ 290,885⁰⁰ to accomplish and pay the obligation of Fort Bend County in the foregoing matter.



Robert Ed Sturdivant, County Auditor

Implementation Plan - Change Order

Texas Conference of Urban Counties



Tyler Technologies, Inc.

6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler1ts.com

Participating Member County : Ft. Bend County

Budget Letter Date: 7/14/2006

Last Updated: 2/22/2007

Change Order: 9/14/2009

Tyler Technologies Contact: Kevin Watson
 Regional Project Manager
 Tyler Technologies
 6500 International Parkway, Suite 2000
 Plano, Texas 75093
 972.713-3770

Major Assumptions

Expected Project Duration
 CUC Enterprise Products: 24 Months 36 Months

Additional Products: 4 Months 4 Months
 Total: 28 Months 40 Months

Customizations and Interfaces: There will be no new enhancements (no budget will remain)

Go-Live Timeline: The current timeline will not change (Check Mgr go-live = 12/2009, JP go-live = 03/2010, Criminal go-live = 07/2010)

Project Management dedication: 75%

Number of Standard Interfaces: 46 1

Data Conversion Approach: Approach 2 - Standard data conversion by Tyler analysts

Data Conversion Pushes: There will be no more than 3 pushes for Check Mgr, 5 pushes for JPs, and 3 pushes for the remaining Criminal conversion

Training Approach: Tyler to perform direct training to end-users. On-site training duration will not exceed: 3 days for Check Mgr, 3 weeks for JPs, 4 weeks for Criminal

*Includes rate increase for the hours above the original budget.

Software Licenses

CUC Enterprise License	Yes	License Fee
Case Management	Yes	Included In CUC Enterprise License
Probate & Mental Health	Yes	
Civil & Family	Yes	
Criminal	Yes	
Justice of the Peace	Yes	
Prosecutor	Yes	
Additional Products - County License		
Jail Management	No	
Law Enforcement/RMS	No	
Community Supervision	No	
Hot Checks	Yes	75,000
Total - Local County Licenses		75,000

Implementation Services

Summary	Imp Plan Hours	Updated Total Hours	Change Order Hours	Imp Plan Cost	Updated Total Cost	Change Order Cost
Project Management*	3,273	5,228	1,955	474,585	787,385	312,800
Implementation Plan	120	120	-	17,400	17,400	-
Fit Analysis	504	454	(50)	65,520	59,020	(6,500)
Data Conversion*	1,738	4,781	3,043	225,940	628,940	403,000
Interfaces	2,400	255	(2,145)	312,000	33,118	(278,883)
Customization	1,040	664	(376)	135,200	86,353	(48,848)
Configuration & Consulting	1,119	1,037	(82)	145,470	134,810	(10,660)
Training	960	526	(435)	120,000	65,688	(54,313)
Go-Live Assistance	880	726	(155)	110,000	90,688	(19,313)
Other Services	-	-	-	-	-	-
Services Totals	12,034	13,790	1,756	1,605,115	1,903,400	297,285

Travel Allowance Budget

Credit - 40 Hours Project Management

Total Change Order

76,191

155,330

(40)

1,716

(6,400)

290,885

Services Detail - Change Order

tyler works.

Ft. Bend County					
	Rate	Imp Plan Hours	Imp Plan Cost	Adjusted Hours	Adjusted Cost
CUC Products					
Project Management	145	3,273	474,585	3273.0	474,585
Project Management - Additional Hours	160			1955.0	312,800
Implementation Plan	145	120	17,400	120.0	17,400
Customization	130	1,040	135,200	664.3	86,353
Courts					
Probate & Mental Health (CC)			In Scope		
Fit Analysis	130	160	20,800		-
Data Conversion	130	200	26,000		-
Interfaces	130	-	-		-
Configuration & Consulting	130	164	21,320		-
Training	125	120	15,000		-
Go-Live Assistance	125	80	10,000		-
Civil & Family (CC & DC)			In Scope		
Fit Analysis	130	80	10,400		-
Data Conversion	130	450	58,500		-
Interfaces	130	-	-		-
Configuration & Consulting	130	225	29,250		-
Training	125	160	20,000		-
Go-Live Assistance	125	160	20,000		-
Criminal (CC & DC)			In Scope		
Fit Analysis	130	120	15,600		-
Data Conversion	130	550	71,500		-
Interfaces	130	1,200	156,000		-
Configuration & Consulting	130	290	37,700		-
Training	125	240	30,000		-
Go-Live Assistance	125	160	20,000		-
Justice of the Peace			In Scope		
Fit Analysis	130	80	10,400		-
Data Conversion	130	200	26,000		-
Interfaces	130	300	39,000		-
Configuration & Consulting	130	190	24,700		-
Training	125	240	30,000		-
Go-Live Assistance	125	320	40,000		-
Prosecutor			In Scope		
Fit Analysis	130	40	5,200		-
Data Conversion	130	165	21,450		-
Interfaces	130	750	97,500		-
Configuration & Consulting	130	130	16,900		-
Training	125	120	15,000		-
Go-Live Assistance	125	80	10,000		-
Hot Checks (Purchased Optional Module)			In Scope		
Fit Analysis	130	24	3,120		-
Data Conversion	130	173	22,490		-
Interfaces	130	150	19,500		-
Configuration & Consulting	130	120	15,600		-
Training	125	80	10,000		-
Go-Live Assistance	125	80	10,000		-
Courts - Total - All Phases			In Scope		
Fit Analysis	130	504	65,520	454.0	59,020
Data Conversion*	130	1,738	225,940	4391.0	570,830
Data Conversion - Additional Hours	149			390.0	58,110
Interfaces	130	2,400	312,000	254.8	33,118
Configuration & Consulting	130	1,119	145,470	1037.0	134,810
Training	125	960	120,000	525.5	65,688
Go-Live Assistance	125	880	110,000	725.5	90,688
Total Services		12,034	1,606,115	13790.0	1,903,400

*Uses surplus hours from other line items to avoid some of the rate increase. The remaining 390 hours is applied at the higher rate.

Assumptions Detail - Change Order

tyler works.

Ft. Bend County

Project Management

- 1) Project manager will be dedicated to client project for 75% of 28 40 month project duration, or up to 3,273 5,228 hours.
- 2) The Tyler project manager will be on-site as needed during the course of the project, however some percentage of the Tyler project manager's time will be spent coordinating Tyler resources and projects at Tyler's Plano, Texas offices. For travel expense estimation purposes, Tyler has assumed 70% 25% on-site project manager presence.
- 3) Client will designate a full-time project manager who will serve as Tyler's primary contact
- 4) Note from Implementation Plan Phase: After reviewing several factors including risks of project phase overlap and the Odyssey release schedule, the overall project schedule is estimated to increase by 4 months.
- 5) Change Order Note (Sep-2009): At this point in the project, the overall project schedule is estimated to increase to 40 months.

Implementation Plan

- 1) In accordance with Sections 1.24 and 2.2 of the Master Software License and Professional Services Agreement, Tyler will prepare an Implementation Plan at the Participating Member County's expense, which will then be subject to a Notice to Proceed or Notice to Cancel by the Participating Member County.
- 2) 120 hours plus any required travel expenses is allocated for the development of the Implementation Plan.
- 3) Work on Implementation Plan will begin approximately 30 days after County executes Participation Agreement.
- 4) Project state date will be approximately 30 days following Notice to Proceed.
- 5) Note from Implementation Plan Phase: No change--Tyler will not exceed the Implementation Plan budget.

Fit Analysis

- 1) At the beginning of each project phase, a fit analysis will be conducted onsite to refine the list of development tasks required to install the case types or modules included in that phase.
- 2) The Probate fit analysis includes 40 hours for Probate, and an additional 120 hours for a general application fit analysis. The general application fit analysis will occur at the beginning of the project after the Implementation Plan and Notice to Proceed is issued.
- 3) Note from Implementation Plan Phase: No change needed.

Data Conversion

- 1) Tyler has consulted with the County's technical staff to select a conversion approach from one of three options, each of which are described below.
- 2) The conversion approach for this project is:

Approach 2 - Standard data conversion by Tyler analysts

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

existing IFL Conversion Tool.
C) This proposal assumes that data will be converted
"as-is" with limited or zero data manipulation or cleanup.

the IFL Conversion Tool into the Odyssey production
database.

- 3) Additional time has been added to import document images from the County Clerk's existing Imaging System. Hart will provide multipage TIFF files and indexing data for each document.
- 4) Note from Implementation Plan Phase: The data conversion budget has been adjusted upward for the Criminal Phase (Phase III) due to a larger-than-expected number of systems included in the conversion. It has been adjusted downward in the JP Phase (Phase IV) for the same reason. The net change is a reduction of 10 hours for Data Conversion activities.
- 5) Change Order Note (Sep-2009): The data conversion estimate has been increased. The updated estimates can be found in the financials section.

Interfaces

- 1) At the time of this proposal, Tyler has reviewed only limited or high-level information regarding the Participating Member County's requirements for interfaces to other systems.
- 2) This proposal assumes that the project will include up to 161 typical interfaces.
- 3) On average, typical interfaces are estimated at 80-150 hours each. This proposal includes a total of 2,400 255 hours for the implementation of interfaces. The details of these interfaces will be documented in a System Requirements Specification.
- 4) The list of interfaces anticipated include the following:
 - I-1. Jail bookings (Jail to Courts, including TRN/TRS data)
 - I-2. Warrants (bi-directional between courts and Sheriff's Office)
 - I-3. Bonds (bi-directional between courts and Sheriff's Office)
 - I-4. County Clerk Financial (rollup reporting between Odyssey and Anthem)
 - I-5. Probation (Court to Probation)
 - I-6. Bonds from CMS to Probation
 - I-7. Hot Checks from Hot Check Division to ConstableNote: Although only 7 specific interfaces are listed, these interfaces are very high-level and may actually be multiple interfaces after they are analyzed. Additional time has been added to attempt to account for this uncertainty.
- 5) Note from Implementation Plan Phase: No change needed. The number of interfaces identified is within the range used in the original estimate.
- 6) Change Order Note (Sep-2009): The interfaces estimate has been decreased. The updated estimate can be found in the financials section. Note that a Jail interface is no longer included in this estimate and that there are no hours remaining for any other new interfaces.

Customization

- 1) This proposal includes up to 1,040 664 hours of services for the development of any local software modifications.
- 2) At the time of this proposal, the specific local modifications, if any, desired by the Participating Member County are not known or are not fully documented by Tyler and the County. Each customization project must be individually estimated by Tyler, and approved by the Participating Member County, prior to the beginning of any work on that customization.
- 3) Note from Implementation Plan Phase: No change needed.
- 4) Change Order Note (Sep-2009): The interfaces estimate has been decreased. The updated estimate can be found in the financials section. Note that there are no hours remaining for any new enhancements.

Configuration & Consulting

- 1) This proposal includes up to 1,119 1,037 hours of assistance by Tyler analysts and trainers to assist the Participating Member County with the configuration of the system which includes defining security privileges, setting up code tables, and defining system behavior and business rules.
- 2) Configuration & Consulting hours may also be used, upon joint agreement of Tyler and the Participating Member County, for Tyler business or technical analysis services desired by the County.
- 3) Note from Implementation Plan Phase: Minor adjustments were made. Overall change is a reduction of 100 hours.

- 4) Change Order Note (Sep-2009): The configuration and consulting estimate has been decreased slightly. The updated estimate can be found in the financials section.

Training

- 1) This training proposal includes ~~960~~ 526 hours for training of the Participating Member County's employees by Tyler training personnel.
- 2) The Participating Member County will provide a facility and equipment sufficient that training participants can each have hands-on access to a computer workstation during training.
- 3) Training classes will have no more than 10 training participants per instructor.
- 4) Additional training for non-employee users (e.g. criminal justice business partners who the County may wish to provide access) can be provided through a train-the-trainer approach with County employees conducting the training.
- 5) Note from Implementation Plan Phase: The training budget has been adjusted downward for Phase II (Civil & Family) and Phase III (Criminal). It has been adjusted upward for Phase IV (JPs). All of these adjustments are minor, and the net change is a reduction of 70 hours. This adjustment assumes that some read-only access users will be able to work with Odyssey Public Access vs. the standard Odyssey UI.
- 6) Change Order Note (Sep-2009): The training estimate has been decreased. The updated estimate can be found in the financials section.

Go-Live Assistance

- 1) This proposal includes up to ~~880~~ 726 hours of onsite assistance subsequent to go-live activities.
- 2) Note from Implementation Plan Phase: No change needed.
- 3) Change Order Note (Sep-2009): The go-live assistance estimate has been decreased slightly. The updated estimate can be found in the financials section.

Servers, Workstations, and Third Party Software

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

Other Notes and Assumptions

Travel Allowance

- 1) Actual travel expenses will be billed based on the CUC's Administrative policy on travel.
- 2) For this project, the following travel requirements exist:
 - a) Overnight hotel lodging is required.
 - b) Airline travel to client site is required.
- 3) Travel is based on average estimated daily expenses as follows:

\$40 Meals/day	\$48 Auto mileage or rental car/day & parking
\$90 Lodging/day	\$250 Per roundtrip airline ticket.
- 4) Based on the percent travel assumptions reflected below, Tyler estimates approximately 623 days onsite during the course of the project.
- 5) For the purposes of calculating potential airline expenses, Tyler estimates that the average site visit duration will be 3.5 days per trip, for a total count of 178 trips.
- 6) Activities are estimated as follows for percent requiring travel to client site:
- 7) Note from Implementation Plan Phase: Though the esimated project schedule has been lengthened by 4 months, the travel budget will not be adjusted upward at this time. Instead, expenses will be watched in an attempt to stay within the original budget.
- 8) Change Order Note (Sep-2009): At this point in the project, the overall estimate for travel is reduced to \$76,191. This is based on actual travel expenses incurred for the first two phases (now live).

Daily Est. Expenses: \$40 \$90 \$48

Travel Assumptions	%Onsite	# Days	Meals	Hotel	Auto
Project Management	70%	272	10,899	24,523	13,079
Implementation Plan	70%	11	420	945	504
Fit Analysis	70%	44	1,764	3,969	2,117
Data Conversion	0%	-	-	-	-
Interfaces	0%	-	-	-	-
Customization	5%	7	260	585	312
Configuration & Consulting	50%	76	3,048	6,857	3,657
Training	80%	103	4,120	9,270	4,944
Go-Live Assistance	100%	110	4,400	9,900	5,280
Other Services	0%	-	-	-	-
			24,911	56,049	29,893
			Subtotal		110,852
Airline trips:	178				
Average roundtrip ticket price:	\$250				
			Subtotal Airline		44,483
			Total Travel		155,335

Participation Agreement

This Participation Agreement (this "Agreement") is made and entered into as of July 25, 2006 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), with its principal place of business located at 6500 International Parkway, Suite 2000, Plano, Texas 75093, the Texas Conference of Urban Counties (the "Urban Counties"), with its principal place of business located at 500 W. 13th Street, Austin, Texas 78701, and Fort Bend County, Texas (the "County"), with its principal place of business located at 301 Jackson Street, Richmond, Texas 77469.

Background

Whereas, the Urban Counties and Software Provider entered into that certain Master Software License and Professional Services Agreement, dated to be effective as of March 14, 2006 (the "Master Agreement"), pursuant to which, among other things, the Urban Counties acquired from Software Provider a license to sublicense Software Provider's Court Admin System to its Member Counties, subject to the terms and conditions of the Standard License Agreement.

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

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

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

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

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

4. Implementation Plan. By issuing a Notice to Proceed, the County agrees to the costs for services to be provided by Software Provider to assist the County in the implementation

of the Judicial Software as provided in the Implementation Plan and the Master Agreement. Both the Notice to Proceed and the Implementation Plan shall be attached hereto as an exhibit and incorporated herein.

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

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

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

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

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

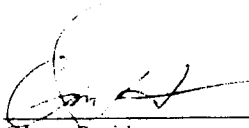
10. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other parties, which waiver shall be effective only with respect to the specific obligation described therein.

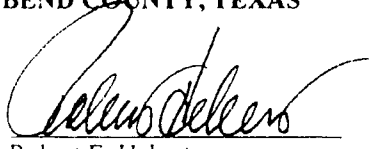
11. Governing Law; Choice of Forum. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Each Party hereby consents to the exclusive jurisdiction of the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

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


TYLER TECHNOLOGIES, INC.

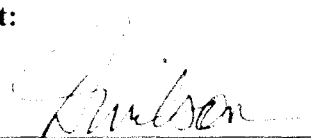
FORT BEND COUNTY, TEXAS

By: 
Name: Glenn Smith
Title: President, Justice Solutions

By: 
Name: Robert E. Hebert
Title: County Judge


TEXAS CONFERENCE OF URBAN COUNTIES

By: 
Name: Donald Lee
Title: Executive Director

Attest:

Dianne Wilson, Ph.D., County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$1836445.⁰⁰ to accomplish and pay the obligation of Fort Bend County in the foregoing matter.


Robert Ed Sturdivant, County Auditor

Budget Proposal

Texas Conference of Urban Counties

Tyler

Tyler Technologies, Inc.

Participating Member County : Ft. Bend County

Budget Letter Date: 7/14/2006

Tyler Technologies Contact: Ron Davis
 National Accounts Manager
 Tyler Technologies
 6500 International Parkway, Suite 2000
 Plano, Texas 75093
 972/713-3770
Ron.Davis@TylerWorks.com

Major Assumptions

**See Assumptions Detail for more information*

Expected Project Duration

CUC Enterprise Products: 20 Months
 Additional Products: 4 Months
 Total: 24 Months

Project Management dedication:

75%

Number of Standard Interfaces:

16

Data Conversion Approach:

Approach 2 - Standard data conversion by Tyler analysts

Training Approach:

Tyler to perform direct training to end-users

Travel Allowance Assumptions

3.5 days/trip. 623 est. days onsite.

178 est. trips.

Overnight hotel required? **Yes**

Air travel required? **Yes**

Software Licenses	License Fee
CUC Enterprise License	Included In CUC Enterprise License
Case Management	Yes
Probate & Mental Health	Yes
Civil & Family	Yes
Criminal	Yes
Justice of the Peace	Yes
Prosecutor	Yes
Additional Products - County License	
Jail Management	No
Law Enforcement/RMS	No
Community Supervision	No
Hot Checks	Yes
Total - Local County Licenses	75,000
Implementation Services	
Summary	Hours Cost
Project Management	3,114 451,530
Implementation Plan	120 17,400
Fit Analysis	504 65,520
Data Conversion	1,748 227,240
Interfaces	2,400 312,000
Customization	1,040 135,200
Configuration & Consulting	1,219 158,470
Training	1,030 128,750
Go-Live Assistance	880 110,000
Other Services	
Services Totals	12,055 1,606,110
Travel Allowance Budget	155,335
Total Software License & Implementation Services	1,836,445

Services Detail

Fl. Bend County

tyler.tyler@flcourts.com

	Rate	Hours	Cost		Rate	Hours	Cost
CUC Products				Additional Products			
Project Management	145	2,595	376,275	Project Management	145	519	75,255
Implementation Plan	145	120	17,400	Customization	130	-	-
Customization	130	1,040	135,200				
Courts							
Probate & Mental Health (CC)			In Scope	Jail Management			Not In Scope
Fit Analysis	130	160	20,800	Fit Analysis	130	-	-
Data Conversion	130	200	26,000	Data Conversion	130	-	-
Interfaces	130	-	-	Interfaces	130	-	-
Configuration & Consulting	130	164	21,320	Configuration & Consulting	130	-	-
Training	125	120	15,000	Training	125	-	-
Go-Live Assistance	125	80	10,000	Go-Live Assistance	125	-	-
Civil & Family (CC & DC)			In Scope	Law Enforcement / RMS			Not In Scope
Fit Analysis	130	80	10,400	Fit Analysis	130	-	-
Data Conversion	130	450	58,500	Data Conversion	130	-	-
Interfaces	130	-	-	Interfaces	130	-	-
Configuration & Consulting	130	275	35,750	Configuration & Consulting	130	-	-
Training	125	225	28,125	Training	125	-	-
Go-Live Assistance	125	160	20,000	Go-Live Assistance	125	-	-
Criminal (CC & DC)			In Scope	Probation			Not In Scope
Fit Analysis	130	120	15,600	Fit Analysis	130	-	-
Data Conversion	130	460	59,800	Data Conversion	130	-	-
Interfaces	130	1,200	156,000	Interfaces	130	-	-
Configuration & Consulting	130	340	44,200	Configuration & Consulting	130	-	-
Training	125	300	37,500	Training	125	-	-
Go-Live Assistance	125	160	20,000	Go-Live Assistance	125	-	-
Justice of the Peace			In Scope	Hot Checks			In Scope
Fit Analysis	130	80	10,400	Fit Analysis	130	24	3,120
Data Conversion	130	300	39,000	Data Conversion	130	173	22,490
Interfaces	130	300	39,000	Interfaces	130	150	19,500
Configuration & Consulting	130	190	24,700	Configuration & Consulting	130	120	15,600
Training	125	185	23,125	Training	125	80	10,000
Go-Live Assistance	125	320	40,000	Go-Live Assistance	125	80	10,000
Prosecutor			In Scope	Other/Additional Services			
Fit Analysis	130	40	5,200				
Data Conversion	130	165	21,450				
Interfaces	130	750	97,500				
Configuration & Consulting	130	130	16,900				
Training	125	120	15,000				
Go-Live Assistance	125	80	10,000				
Total Services - CUC Products		10,909	1,450,145	Total Services - Additional Products		1,146	155,965

Assumptions Detail

tyler *number*

Ft. Bend County

Project Management

- 1) Project manager will be dedicated to client project for 75% of 24 month project duration, or up to 3,114 hours.
- 2) The Tyler project manager will be on-site as needed during the course of the project, however some percentage of the Tyler project manager's time will be spent coordinating Tyler resources and projects at Tyler's Plano, Texas offices. For travel expense estimation purposes, Tyler has assumed 70% on-site project manager presence.
- 3) Client will designate a full-time project manager who will serve as Tyler's primary contact

Implementation Plan

- 1) In accordance with Sections 1.24 and 2.2 of the Master Software License and Professional Services Agreement, Tyler will prepare an Implementation Plan at the Participating Member County's expense, which will then be subject to a Notice to Proceed or Notice to Cancel by the Participating Member County.
- 2) 120 hours plus any required travel expenses is allocated for the development of the Implementation Plan.
- 3) Work on Implementation Plan will begin approximately 30 days after County executes Participation Agreement.
- 4) Project state date will be approximately 30 days following Notice to Proceed.

Fit Analysis

- 1) At the beginning of each project phase, a fit analysis will be conducted onsite to refine the list of development tasks required to install the case types or modules included in that phase.
- 2) The Probate fit analysis includes 40 hours for Probate, and an additional 120 hour for a general application fit analysis. The general application fit analysis will occur at the beginning of the project after the Implementation Plan and Notice to Proceed is issued.

Data Conversion

- 1) Tyler has consulted with the County's technical staff to select a conversion approach from one of three options, each of which are described below.
- 2) The conversion approach for this project is:

Approach 2 - Standard data conversion by Tyler analysts

APPROACH 1

- A) Tyler will perform a standard conversion from the Participating Member County's existing TSG software.
- B) This proposal assumes that data will be converted "as is" with limited or zero data manipulation or cleanup.

APPROACH 2

- A) The Participating Member County will provide Tyler with data from the source system(s) in a non-proprietary format (e.g. SQL Server tables, comma separated ASCII files, or some other mutually agreeable form) and on media that is readable by Tyler.
- B) Tyler will perform a standard conversion from the source system(s) to the Odyssey database using Tyler's existing IFL Conversion Tool.
- C) This proposal assumes that data will be converted "as is" with limited or zero data manipulation or cleanup.

APPROACH 3

- A) Tyler will deliver to the Participating Member County a copy of Tyler's IFL Conversion Tool, which will include a schema, data documentation, and various data validation and verification programs.
- B) Tyler will provide training on the use of the IFL Conversion Tool to Participating Member County's technical staff.
- C) Tyler assumes that County's technical staff is already proficient in the Microsoft SQL Server database.
- D) County technical staff will then export data from the source system into the IFL Conversion Tool, at County expense, with consulting assistance from Tyler.
- E) Tyler will assist the County in loading data from the IFL Conversion Tool into the Odyssey production database.

- 3) Additional time has been added to import document images from the County Clerk's existing Imaging System. Hart will provide multipage TIFF files and indexing data for each document.

Interfaces

- 1) At the time of this proposal, Tyler has reviewed only limited or high-level information regarding the Participating Member County's requirements for interfaces to other systems.
- 2) This proposal assumes that the project will include up to 16 typical interfaces.
- 3) On average, typical interfaces are estimated at 80-150 hours each. This proposal includes a total of 2,400 hours for the implementation of interfaces. The details of these interfaces will be documented in a System Requirements Specification.
- 4) The list of interfaces anticipated include the following:
 - I-1. Jail bookings (Jail to Courts, including TRN/TRS data)
 - I-2. Warrants (bi-directional between courts and Sheriff's Office)
 - I-3. Bonds (bi-directional between courts and Sheriff's Office)
 - I-4. County Clerk Financial (rollup reporting between Odyssey and Anthem)
 - I-5. Probation (Court to Probation)
 - I-6. Bonds from CMS to Probation
 - I-7. Hot Checks from Hot Check Division to ConstableNote: Although only 7 specific interfaces are listed, these interfaces are very high-level and may actually be multiple interfaces after they are analyzed. Additional time has been added to attempt to account for this uncertainty.

Customization

- 1) This proposal includes up to 1,040 hours of services for the development of any local software modifications.
- 2) At the time of this proposal, the specific local modifications, if any, desired by the Participating Member County are not known or are not fully documented by Tyler and the County. Each customization project must be individually estimated by Tyler, and approved by the Participating Member County, prior to the beginning of any work on that customization.

Configuration & Consulting

- 1) This proposal includes up to 1,219 hours of assistance by Tyler analysts and trainers to assist the Participating Member County with the configuration of the system which includes defining security privileges, setting up code tables, and defining system behavior and business rules.
- 2) Configuration & Consulting hours may also be used, upon joint agreement of Tyler and the Participating Member County, for Tyler business or technical analysis services desired by the County.

Training

- 1) This training proposal includes 1,030 hours for training of the Participating Member County's employees by Tyler training personnel.
- 2) The Participating Member County will provide a facility and equipment sufficient that training participants can each have hands-on access to a computer workstation during training.
- 3) Training classes will have no more than 10 training participants per instructor.
- 4) Additional training for non-employee users (e.g. criminal justice business partners who the County may wish to provide access) can be provided through a train-the-trainer approach with County employees conducting the training.

Go-Live Assistance

- 1) This proposal includes up to 880 hours of onsite assistance subsequent to go-live activities.

Servers, Workstations, and Third Party Software

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

Other Notes and Assumptions

Travel Allowance

- 1) Actual travel expenses will be billed based on the CUC's Administrative policy on travel.
- 2) For this project, the following travel requirements exist:
 - a) Overnight hotel lodging is required.
 - b) Airline travel to client site is required.
- 3) Travel is based on average estimated daily expenses as follows:

\$40 Meals/day	\$48 Auto mileage or rental car/day & parking
\$90 Lodging/day	\$250 Per roundtrip airline ticket.
- 4) Based on the percent travel assumptions reflected below, Tyler estimates approximately 623 days onsite during the course of the project.
- 5) For the purposes of calculating potential airline expenses, Tyler estimates that the average site visit duration will be 3.5 days per trip, for a total count of 178 trips.
- 6) Activities are estimated as follows for percent requiring travel to client site:

Travel Assumptions	Daily Est. Expenses:			Meals	Hotel	Auto
	%Onsite	# Days	\$40			
Project Management	70%	272	10,899	24,523	13,079	
Implementation Plan	70%	11	420	945	504	
Fit Analysis	70%	44	1,764	3,969	2,117	
Data Conversion	0%	-	-	-	-	
Interfaces	0%	-	-	-	-	
Customization	5%	7	260	585	312	
Configuration & Consulting	50%	76	3,048	6,857	3,657	
Training	80%	103	4,120	9,270	4,944	
Go-Live Assistance	100%	110	4,400	9,900	5,280	
Other Services	0%	-	-	-	-	
			24,911	56,049	29,893	
				Subtotal	110,852	
Airline trips:	178			Subtotal Airline	44,483	
Average roundtrip ticket price:	\$250			Total Travel	155,335	

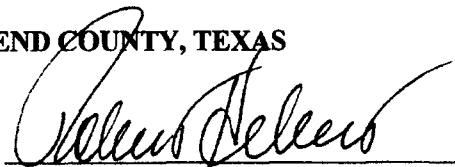
**Participating Member County
NOTICE TO PROCEED**

This notice is issued pursuant to that certain Participation Agreement by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), the Texas Conference of Urban Counties (the "CUC"), and Fort Bend County, Texas (the "County").

The County has reviewed the attached Implementation Plan submitted by Software Provider and, in accordance with Section 4 of the Participation Agreement, hereby provides to Software Provider a Notice to Proceed.

FORT BEND COUNTY, TEXAS

By:



Date:

March 27, 2007

Name:

Robert Hebert

Title:

County Judge

Address:

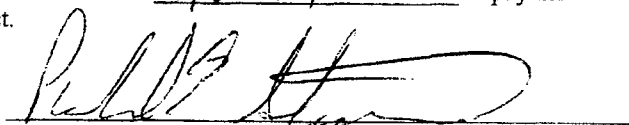
ATTEST:



Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,536,445 to pay the County's obligation in the foregoing contract.



Ed Sturdivant, County Auditor

Notice to proceed:lj:022707

ccm 3-22-07 #45B