

**AMENDMENT NO. 3  
INCORPORATED COUNTY OF LOS ALAMOS  
PROFESSIONAL SERVICES AGREEMENT NO. AGR16-701**

This **AMENDMENT NO. 3** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated County of the State of New Mexico ("County" or "Client"), and **Tyler Technologies, Inc.**, a Delaware corporation ("Contractor" or "Tyler"), collectively ("Parties") to be effective for all purposes October 1, 2025.

**WHEREAS**, County and Contractor entered into Agreement No. AGR16-701, dated June 15, 2016, Amendment No. 1 ("Amendment 1"), dated October 1, 2021, and Amendment No. 2 ("Amendment 2"), dated November 15, 2023 (collectively the "Agreement") for Enterprise Resource Planning System and Related Implementation Services ("ERP"); and

**WHEREAS**, the County Chief Purchasing Officer has determined that procurement of additional County, Department of Public Utilities, electrical system Time of Use ("TOU") and Residential Demand utility billing, tracking, and reporting functionality and associated implementation and maintenance services may be obtained in accordance with Section E(1)(o) and Exhibit A of the Agreement; and

**WHEREAS**, the functionality for electrical system Time of Use and Residential Demand utility billing, tracking, and reporting functionality already exists in the ERP and is included in the rates specified in the Agreement for utility billing; and

**WHEREAS**, the County seeks to purchase professional and project management services from Contractor to implement and configure electrical system Time of Use and Residential Demand utility billing, tracking, and reporting functionality pursuant to the Agreement; and

**WHEREAS**, in accordance with Section E(1)(o) of the Agreement, Exhibit R, attached hereto and made a part hereof for all purposes, identifies the current rates for the procurement of these optional services; and

**WHEREAS**, the Board of Public Utilities recommended approval of this Agreement at a public meeting held on September 17, 2025; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on September 30, 2025.

**NOW, THEREFORE**, for good and valuable consideration, County and Contractor agree as follows:

I. Add the following new definitions to **Section A. DEFINITIONS**:

*"Residential Demand"* refers to the maximum amount of power that a household uses at any given moment during a billing period.

*"SaaS"* means Software as a Service.

“SME” means Subject Matter Expert.

“Time of Use” refers to electricity pricing structures where the cost of electricity varies based on the time of day, reflecting the fluctuating cost of energy production.

- II. Add new **Subparagraphs (k), (l), (m), (n) and (o) to SECTION C. IMPLEMENTATION SERVICES, Paragraph 1**, as follows:

**SECTION C. IMPLEMENTATION SERVICES:**

**1. IMPLEMENTATION PROJECT SCOPE.**

**k) Implementation Project, TOU and Residential Demand:**

The Implementation Project Scope for the professional and project management Services to implement and configure electrical system TOU and Residential Demand utility billing, tracking, and reporting functionality, which are subject to the terms and conditions of this Amendment, shall be comprised of the implementation tasks, deliverables, and support as further outlined herein and in Contractor’s Proposed Scope of Work, attached hereto as Exhibit S and made a part hereof for all purposes. If any services, tasks, or responsibilities not specifically described in this Amendment are inherent or necessary sub-activities of the tasks, they shall also be included within this Scope. All work for this Implementation Project shall be coordinated with the Deputy Utility Manager for Finance and Administration (“County Project Manager”).

**l) Integration with Third-Party Systems and Data and Coordination with Third-Parties:**

Parties acknowledge and agree that County currently contracts with Ferguson Enterprises, Inc. and Sensus USA, Inc. (“Ferguson/Sensus”) for the provision of Advanced Metering Infrastructure (“AMI”), comprised of metering, analytics, and customer portal software, which is provided as Software as a Service (SaaS), combined, the (“AMI System”). Parties acknowledge and agree that proper integration with the County’s AMI System is critical to the success of this Implementation Project and that Contractor and Ferguson/Sensus employ the technical SMEs whose knowledge and expertise are necessary for the successful integration between systems for implementation of County’s electrical system TOU and Residential Demand functionality. Generally, the County Project Manager shall coordinate any support and meetings between County-identified third-parties and Contractor necessary for this Implementation Project. Notwithstanding the foregoing, as may be requested by County, Contractor agrees to work in good faith directly with County-identified individuals from Ferguson/Sensus, or with other County-identified third-parties, to request and obtain any necessary data or information required to successfully configure and implement electrical system TOU and Residential Demand functionality so that it properly integrates with the AMI System, or other County systems. This includes, but is not limited to working with Ferguson/Sensus to develop and provide to the County data specifications for Export Meter Reading files and Import Meter Reading Files for transferring data to and from the AMI System, as further described in the Focus Areas and Deliverables outlined in the Assess and Define phase of the project, described in Exhibit S. Parties agree that Contractor is not responsible for requesting services from any County-identified third-parties nor for any compensation due to any County-identified third-parties for their participation in this Implementation Project. If problems arise between Contractor and County-identified third-parties or if Contractor is unable to timely obtain from such third-parties requested information or data, despite reasonable efforts to obtain such information, Contractor shall immediately notify the County Project Manager.

Contractor shall not be responsible for Implementation Project delays caused solely by such third-parties and Parties shall work in good faith to amend the Implementation Project Schedule, as described herein, should such delays occur.

m) **Implementation Project Phases and Deliverables:** The Implementation Project Phases are outlined below, and the Implementation Project shall follow the stages identified below and further detailed in Exhibit S. Contractor shall conduct a meeting with County staff at the close of each stage to provide County with updates. Contractor shall conduct the activities and provide the deliverables as described herein and as further detailed in Exhibit S.

i) **Initiate and Plan:**

1. **Kick-off Meeting:** Contractor shall, within twenty (20) business days from the Effective Date of this Amendment, contact County to schedule the Implementation Project, and conduct a virtual kick-off meeting with County's designated staff ("County Staff"). Upon confirmation of the date of the virtual kickoff meeting, Contractor shall provide County with a written agenda, which shall include what Contractor requests the County complete prior to the kickoff meeting. As part of the kick-off meeting, the Parties shall:
  - (a) Introduce assigned Contractor project leads, County Staff, and any third-party service providers working with County and Contractor on the Project, including but not limited to, Ferguson/Sensus ("Project Staff").
  - (b) Establish, within two weeks after the kickoff meeting, a mutually agreed upon Implementation Project Schedule for TOU and Residential Demand that includes Production/Go-Live Launch Timeline, Deliverable Due Dates, Project Milestones, and Communication Protocols, that align substantially with Contractor's proposed statement of work in Exhibit S.
  - (c) Discuss County blackout dates and identify a desired go-live date.
  - (d) Parties shall identify third-party products and data and any other Tyler products necessary to integrate, for implementing and configuring the electrical system TOU and Residential Demand functionality.
  - (e) Contractor shall provide a written memorandum to County Staff within thirty (30) days from the date of the kick-off meeting outlining the final agreed-upon Implementation Project Schedule for TOU and Residential Demand only, that aligns substantially with Contractor's proposed statement of work in Exhibit S. with all tasks and Go Live being completed as stated in the first paragraph of Exhibit S regarding total duration of the project, unless otherwise approved in writing by the County Project Manager. The Implementation Project Schedule may only be modified by mutual written agreement of the Parties. Contractor shall not be responsible for delays caused by County's failure to provide its deliverables but agrees to work in good faith with County to adjust the schedule due to unforeseen County delays.
  - (f) Discuss the scope of work, planning assumptions, and project progression to meet the identified Production/Go-Live Launch Timeline.
  - (g) Identify Data Transfer methods between Contractor and County Staff related to the performance of this Amendment.
  - (h) Establish dates, times, and methods for Contractor to perform implementation of the electrical system TOU and Residential Demand utility billing, tracking and reporting functionality.
2. Parties shall schedule and conduct regular virtual status meetings at a frequency and at dates and times to be mutually determined by Parties.

3. Contractor shall provide a written memorandum to County within thirty (30) days following the kick-off meeting as identified herein, detailing the Implementation Project Schedule, Scope of Work, and Planning assumptions. Contractor shall provide County with a Planning Report which contains Contractor's resource commitments, details of Contractor's key components of the Implementation Project, responsibilities, and timeline.
- ii) **Assess and Define:** Contractor, in consultation with County, shall complete a detailed analysis and documentation for implementation, focusing on those areas further defined in Exhibit S. Contractor shall assist County in determining configuration options to support Implementation Project decisions and provide a solution orientation report detailing configuration options and assumptions behind the proposed functionality configurations.
- iii) **Configure and Validate:** Contractor, in consultation with County, shall complete the system configuration, testing, and training based on a mutually agreed upon design. Contractor shall develop a solution validation test plan, review with County, and update the plan as determined necessary by County. Contractor shall train County-identified SMEs. Contractor's testing shall, at a minimum, include those testing areas identified in Exhibit S.
- iv) **Go-Live:** Contractor shall provide hands-on support throughout the Go-Live process to ensure a successful transition, which shall include, but is not limited to remote availability for real-time issue resolution, daily check-ins with County Project Manager, and coordination of any post-go-live issues. Go-Live support shall be provided by Contractor during normal business hours, Monday through Friday, 8:00 a.m.– 5:00 p.m. Mountain Time, unless otherwise mutually agreed in writing. The Go-Live process shall include, but is not limited to the following:
  1. **Production Readiness:** Contractor shall provide County with a solution validation report, confirming that the electrical system TOU and Residential Demand functionality performs as indicated in the solution validation plan. Contractor shall provide County with a go-live action plan and inform County of necessary go-live activities. Contractor shall conduct a go-live session with County Staff in preparation for launch of the electrical system TOU and Residential Demand billing functionality. Contractor shall deliver end-user training to County Staff to demonstrate use of the software prior to go-live.
  2. **Production:** Contractor shall deliver electrical system TOU and Residential Demand billing, tracking, and reporting functionality in a live production environment. Activities identified in the go-live action plan shall be completed. All converted data shall be available in the production environment. Contractor shall provide County with all support documentation related to this Amendment.
  3. **Implementation Project Closeout:** County shall evaluate whether any critical issues remain to be resolved by Contractor. If any critical issues remain, Contractor shall resolve them in a timely manner. Contractor shall confirm that proper knowledge transfer (training) to County Staff has been completed. All Contractor Deliverables identified in the Planning report, and through other scheduling meetings, shall be completed.
- n) **Features, Functionality, and Technical Specifications:** Electrical system TOU and Residential Demand billing, tracking, and reporting shall provide, at a minimum, the following features and functions:
  - i) SM17 – The system should be able to store data and time of readings when captured through the AMI System.

- ii) SM21 – The system should provide the ability to upload/download information to/from an external meter reading system.
- iii) SM22 – The system should provide the ability for meter readings from the AMI to automatically integrate with the billing system.
- iv) SM23 – The system should provide the ability to display current and previous meter reading dates.
- v) SM24 – The system should provide the ability to display current and previous meter reading values.

III. Add a new **Subparagraph (c) to SECTION C. IMPLEMENTATION SERVICES, Paragraph 2**, as follows:

**SECTION C. IMPLEMENTATION SERVICES:**

**2. IMPLEMENTATION SERVICES.**

- (c) Contractor shall provide the Professional and Project Management Services and Implementation Services as described herein and in Exhibits R and S.

IV. Delete **SECTION E. COMPENSATION, Paragraph 1 only, not including the subparagraphs**, in its entirety and replace it with the following:

**SECTION E. COMPENSATION:**

- 1. AMOUNT OF COMPENSATION.** The total amount payable under this Agreement for all Services and Products identified herein shall be in accordance with rates identified in Exhibits A, M, P, and R attached hereto and made a part hereof for all purposes, and shall be payable according to the terms set forth below and, if applicable, as identified in Exhibit L. The fees payable hereunder shall not exceed FIVE MILLION SIX HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED TWENTY-FOUR AND 43/100 DOLLARS (\$5,665,224.43) which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").

V. Add new **Subparagraph v(iv), to SECTION E. COMPENSATION, Paragraph 1**, as follows:

**SECTION E. COMPENSATION:**

**1. AMOUNT OF COMPENSATION.**

- iv. At any time during this Agreement, County may request Contractor to provide County Professional Services and Project Management Services for implementation of the electrical system TOU and Residential Demand utility billing functionality for the Term of the Agreement. County shall pay compensation for performance of the Professional and Project Management Services at the rates set out in Exhibit R. Professional Services and Project Management fees shall not exceed a combined total of ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$116,450.00) for the entire Term of this Agreement, unless otherwise mutually agreed upon in writing by Amendment to the Agreement. All Services will be invoiced monthly in hourly increments as delivered.

VI. Delete **SECTION F GENERAL TERMS AND CONDITIONS, Paragraph 30. CONTRACT DOCUMENTS** in its entirety and replace it with the following:

**30. CONTRACT DOCUMENTS.** This Agreement includes the following attachments and schedules:

Exhibit A	Product and Rate Schedule
Exhibit B	Service Level Agreement
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	DocOrigin and BMI End User License Agreement and Technical Documentation
Exhibit E	Los Alamos Technology Standards
Exhibit F	SOW Tasks, Phases, and Timeline Chart
Exhibit G	Statement of Work
Exhibit H	Functional Requirements Matrix
Exhibit I	In Scope Program Modifications
Exhibit J	Confidential Information Disclosure Statement
Exhibit K	Contractor's Business Travel Policy
Exhibit L	Invoicing and Payment Schedule
Exhibit M	Rate Sheet for Tyler 311/Incident Management, Tyler Notify, and My Civic311 Bundle
Exhibit N	Statement of Work for Implementation of Tyler Notify and MyCivic311 Bundle
Exhibit O	Technical Specifications Tyler Notify and MyCivic Bundle (including Tyler 311/Incident Management)
Exhibit P	Product and Rate Schedule – Second Term
Exhibit Q	ThinPrint and Twilio Terms End User License Agreement
Exhibit R	Compensation Rate Schedule for Electrical System TOU and Residential Demand Implementation Project.
Exhibit S	Contractor's Proposed Statement of Work for Electrical System TOU and Residential Demand Implementation Project

VII. Add Exhibits R and S.

Except as expressly indicated in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

(This section intentionally left blank)

**IN WITNESS THEREOF**, the Parties hereto have executed this Amendment No. 3 as of the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**MICHALE D. REDONDO**  
COUNTY CLERK

BY: \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
COUNTY MANAGER

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
COUNTY ATTORNEY

**TYLER TECHNOLOGIES, INC., A DELAWARE  
CORPORATION**

BY: \_\_\_\_\_  
**ERIK A. GRANEY** **DATE**  
SENIOR CORPORATE COUNSEL

**Exhibit R**  
**Compensation Rate Schedule for Electrical System TOU and Residential Demand**  
**Implementation Project AGR16-701-A3**

(This section intentionally left blank)





Quoted By: Jeremy Shaw  
Quote Expiration: 12/31/25  
Quote Name: Los Alamos County - ERP -  
Time of Use Billing

**Sales Quotation For:**

Los Alamos County  
ATTN CHARLES BEAR  
1000 CENTRAL AVE STE 220  
LOS ALAMOS NM 87544-4058

**Shipping Address:**

Los Alamos County  
1000 Central Ave  
1000 Central Avenue  
Los Alamos NM 87544

**Professional Services**

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Forms Custom Programming - Level 3	1	\$ 1,050.00	\$ 0.00	\$ 1,050.00	\$ 0.00
Forms Modification - Level 3	1	\$ 1,400.00	\$ 0.00	\$ 1,400.00	\$ 0.00
Implementation - Remote	280	\$ 225.00	\$ 0.00	\$ 63,000.00	\$ 0.00
Professional Services	192	\$ 125.00	\$ 0.00	\$ 24,000.00	\$ 0.00
Project Management	120	\$ 225.00	\$ 0.00	\$ 27,000.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 116,450.00</b>	<b>\$ 0.00</b>

**Summary**

Total Tyler License Fees

**One Time Fees**

\$ 0.00

**Recurring Fees**

\$ 0.00

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Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 116,450.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 116,450.00</b>	<b>\$ 0.00</b>
<b>Contract Total</b>	<b>\$ 116,450.00</b>	

**Exhibit S**  
**Contractor's Proposed Statement of Work**  
**AGR16-701-A3**

### **General Notes**

The total duration of the project is estimated to be 6 to 9 months, depending on complexity and availability of client resources.

The client must provide a desired go-live date.

The following items will be billable to the customer:

- Any requested modifications
- Custom form updates
- Custom report development by Professional Services
- Changes to existing custom files
- API programming assistance (if required)

### **Project Scope**

This project will implement Time-of-Use (TOU) and Residential Demand functionality for an existing Enterprise ERP Utility Billing customer.

### **Project Phases**

#### **1. Initiate and Plan – 12 days**

The Tyler Project Manager with input from the Los Alamos County Project Manager will complete project planning activities.

Activities:

- Conduct kickoff meeting – Tyler PM
- Facilitate project planning sessions – Tyler PM
- Develop and finalize the project plan – Tyler PM
- Schedule and conduct regular status meetings – Tyler PM
- Provide black out dates to Tyler PM – Los Alamos

Deliverables:

- Finalized project plan – Tyler PM
- Status meeting schedule – Tyler PM
- Project management plan – Tyler PM
- Project operational plan – Tyler PM

#### **2. Assess and Define – 6 days**

The Tyler Implementation Consultant in conjunction with subject matter experts from Los Alamos County will complete detailed analysis and documentation for implementation.

Focus Areas:

- Time-of-Use structure
- Residential Demand structure
- Charge code updates (additions/changes)
- Rate Master updates (additions/changes)
- UB miscellaneous code updates
- Time-of-Use mapping
- RBAC updates (roles/permissions)
- Form changes
- Meter inventory updates
- New Meter Sync File
- Mass meter replacement file updates (if applicable)
- Reporting requirements
- Coordination and discussions with third-party vendors, to include discussion of data specifications for Export Meter Reading files and Import Meter reading files for transferring necessary data to and from the AMI System.

Deliverables:

- Completed design workbook
- Documented and submitted list of required modifications
- Submitted forms changes
- Documented custom report requirements and proposed solutions
- Data specifications for Export Meter Reading Files and Import Meter Reading Files for transferring data to and from the AMI System

### 3. Configure and Validate – 18 days

Tyler Implementation Consultant and Los Alamos County Subject Matter Experts will complete the system configuration, testing, and training.

Activities:

- Complete system configuration based on the design
- Execute design testing
- Train Subject Matter Experts (SMEs) on updated processes and configurations
- Validate reports and ensure requirements are met
- Perform solution validation and refine processes as needed

Testing Areas:

- Modifications
- Forms
- Integration points

#### 4. Go-Live Support – 6 days

Tyler Implementation Consultant will provide hands-on support throughout the go-live process to ensure a successful transition.

#### Roles and Responsibilities

Role	Responsibilities
Tyler Project Manager	Project planning, status meetings, timeline management
Tyler Implementation Consultant	Configuration, testing, training, solution validation
Los Alamos County Project Manager	Provide blackout dates, coordinate internal resources
Los Alamos SMEs	Participate in analysis, testing, and training. Provide clear, detailed information about what the objectives and outcomes are for the project.

#### Project Assumptions

Client will provide timely access to required personnel, data, and systems.

Testing and training will be performed using a current, representative environment.

Third-party vendor support will be coordinated by the client.

Any delays in client deliverables may impact the overall timeline.

#### Go-Live Support Details

Tyler will provide hands-on support during the Go-Live phase. Support will include remote availability for real-time issue resolution, daily check-ins with project stakeholders, and coordination of any post-go-live issues. Standard business hours apply unless otherwise agreed.