

AGR16-701-A1

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
LICENSE AND SERVICE AGREEMENT NO. AGR16-701**

This **AMENDMENT NO. 1** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated County of the State of New Mexico ("County"), and **Tyler Technologies, Inc.**, a Delaware corporation ("Contractor" or "Tyler"), to be effective for all purposes October 1, 2021 (the "Amendment Effective Date").

WHEREAS, County and Contractor entered into Agreement No. AGR16-701, dated June 15, 2016, for Enterprise Resource Planning System and Related Implementation Services ("ERP"); and

WHEREAS, the County Chief Purchasing Officer has determined that procurement of additional products "Tyler Notify" and "Tyler Incident Management" and associated implementation and maintenance services may be obtained in accordance with Section E(1)(o) and Exhibit "A" of the Agreement; and

WHEREAS, subsequent to the effective date of the Agreement, the product option identified as Tyler Incident Management was rebranded as Tyler311™ and is now referred to as Tyler 311/Incident Management;

WHEREAS, Tyler 311/Incident Management can be bundled with MyCivic™, which is then referred to as the MyCivic Bundle; and

WHEREAS, in accordance with Section E(1)(o) of the Agreement, Exhibit "M" identifies the current rates for the procurement of these optional products and services; and

WHEREAS, the County seeks to purchase "Tyler Notify" and "MyCivic Bundle", which includes "Tyler 311/Incident Management", as additional products pursuant to the Agreement; and

WHEREAS, in County Council Special Session at a public meeting held on April 27, 2020, County Council approved item D61 in FY2021 Budget Options for Customer Relations Management functionality to include ability to manage citizen contact, record and track issues through to resolution, and provide agent console and manager dashboard; and

WHEREAS, the Board of Public Utilities recommended approval of this Amendment at a public meeting held on September 15, 2021; and

WHEREAS, the County Council approved this Amendment at a public meeting held on September 28, 2021.

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

- I. Delete **Section A. DEFINITIONS**, "**Defect**" in its entirety and replace it with the following:

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Page(s): 58 Naomi D Maestas - County Clerk
Los Alamos County, NM TORI MONTOYA - Deputy



“Defect” refers to a failure of the Licensed Property to materially conform to the functional requirements set forth in the Contractor’s Response To Functional Requirements Matrix and in the In Scope Program Modifications, Exhibits “H” and “I,” respectively, attached hereto and made a part hereof for all purposes, or their functional equivalent, or a failure of the Hosted Software to materially conform to the functional requirements set forth in Contractor’s current Documentation. Future functionality may be updated, modified, or otherwise enhanced through Contractor’s maintenance and support services, and the governing functional descriptions for such future functionality will be made available in Contractor’s then-current Documentation. Future functionality changes shall not eliminate the functional requirements set forth in Exhibits “H”, “I,” and “N.”

II. Delete **Section A. DEFINITIONS, “Documentation”** in its entirety and replace it with the following:

“Documentation” refers to any online or written documentation related to the use or functionality of the Licensed Property or Hosted Software, as applicable, that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals, documentation of reporting views, and other training or self-help documentation.

III. Delete **Section A. DEFINITIONS, “Licensed Property”** in its entirety and replace it with the following:

“Licensed Property” refers to all Contractor software products, except the Hosted Software, identified in the Product and Rate Schedule, Exhibits “A” and “M” attached hereto and made a part hereof for all purposes, and any related interfaces, custom modifications, and product upgrades, as set forth in Section B(I)(1)(f).

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

“Future State Decisions” refers to the project planning terminology describing how an organization envisions a solution will work, what it will do, and the best practices and processes a solution will utilize to accomplish the desired results.

“Hosted Software” refers to the Transparency Portal, Tyler Notify, and MyCivic Bundle software products hosted by Contractor according to the terms and conditions set forth in Section D(II) of this Amendment.

“MyCivic” refers to a citizen-facing, hosted, mobile app that integrates with Tyler 311/Incident Management.

“MyCivic Bundle” refers to the combination of MyCivic and Tyler 311/Incident Management products.

“Tyler 311/Incident Management” refers to a web-based integrated civic request management system that takes in requests from multiple channels, manages resolutions, and measures results. Tyler 311/Incident Management is the Munis integrated back-end interface of the MyCivicsolution, including the agent console. Tyler 311/Incident Management allows for collection of comprehensive citizen requests from the online portal, MyCivic mobile application, email, 311 calls, and walk-ins. Tyler 311/Incident Management allows for

integrated resolution workflows, insights, and reporting for internal stakeholders. Tyler 311/Incident Management allows for integration of MyCivic with Tyler Munis.

“Tyler Notify” refers to the hosted communications platform which enables the County to interact with citizens using various delivery channels and tools; including phone, email, and text messaging, as well as bilingual communication options.

V. Add a new Subparagraph (a), (b), (c), (d), and (e) to SECTION C. IMPLEMENTATION SERVICES, Paragraph 1, as follows:

SECTION C. IMPLEMENTATION SERVICES:

1. IMPLEMENTATION PROJECT SCOPE.

- a) The Scope for the additional products “Tyler Notify” and “MyCivic Bundle” only, of which are subject to the terms and conditions of this Amendment, shall be comprised of the implementation, deliverables, project scope, and technical specifications as outlined below in Section C(1)(b) and in Exhibit “N,” attached hereto 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.
- b) **Implementation.**
 - i) The Contractor shall, within ten (10) business days from the Effective Date of this Amendment, contact the County in order to initiate discussions of scheduling project activities, including scheduling a virtual kick-off meeting with the County's designated staff (“Project 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:
 - 1. Introduce assigned Contractor and County project team members and project leads (“Project Staff”).
 - 2. Establish a mutually agreed upon Project Schedule that includes Production/Go-Live Launch Timeline, Deliverable Due Dates, Project Milestones, and Communication Protocols. Parties shall identify infrastructure needs for Tyler Notify, MyCivic311 Bundle, and integration needs for Tyler Munis and any other Tyler products to integrate with Tyler Notify and MyCivic 311 Bundle. Contractor shall provide a written memorandum to the County's Project Staff within thirty (30) days from the date of the kick-off meeting outlining the final agreed-upon Project Schedule. The Project Schedule may only be modified by mutual written agreement of the parties.
 - 3. Discuss the scope of work, planning assumptions, and project progression to meet County identified Production/Go-Live Launch Timeline.
 - 4. Identify data transfer methods between Contractor and County's Project Staff related to the performance of this Amendment.
 - 5. Establish dates, times, and methods for Contractor to perform installation of the Licensed Software.

- ii) Contractor shall provide remote services to County for the installation of Tyler Notify, which includes installation, configuration, and training of Tyler Notify on County's hardware.
 - iii) Contractor shall provide remote services to County for the installation of MyCivic311 Bundle, which includes installation, configuration, and training of MyCivic311 Bundle on hosted/SaaS supported hardware provided by Contractor.
- c) **Deliverables.** The project shall follow the stages identified below and Contractor shall conduct a meeting at the close of each stage to provide County with updates.
- i) **Initiate and Plan:** Contractor shall provide a written memorandum to County within thirty (30) days following the kick-off meeting as identified in Section 1. Implementation(a)(ii) above, detailing Project Schedule, Scope of Work, and Planning assumptions. Contractor shall provide County with access to Project Portal. Contractor shall provide County with a Planning Report which contains Contractor's resource commitments, details of Contractor's key components of the project, responsibilities, and timeline.
 - ii) **Assess and Define:** Contractor shall assist County in determining future state decisions and configuration options to support future state decisions and provide a solution orientation report detailing configuration options and assumptions behind the proposed software configuration.
 - iii) **Installation:** Contractor shall install Licensed Software, which shall include the configuration of the Licensed Software. Contractor shall develop a solution validation test plan, review with County and update the plan as necessary.
 - iv) **Production Readiness:** Contractor shall provide County with a solution validation report, confirming that the Licensed Software 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 Planning Session with County Project Staff in preparation for launch of the Licensed Software. Contractor shall deliver end-user training to County Project Staff to demonstrate use of the software prior to go-live, as more particularly described in Exhibit "N".
 - v) **Production:** Contractor shall deliver the Licensed Software in a functional, live production state. Activities identified in the go-live action plan shall be completed by Contractor and County. All converted data shall be available in the production environment. Contractor shall provide County with all support documentation.
 - vi) **Close:** Contractor and County shall confirm no critical issues remain to be resolved. If any critical issues remain, Contractor shall resolve them in a timely manner. Contractor shall confirm that proper knowledge transfer to County Project Staff has been completed. All Contractor deliverables identified in the Planning Report, and through other scheduling meetings shall be completed.
- d) **Product Scope:** Tyler Notify and MyCivic311 Bundle shall provide the following features and functions:
- i) 311 agent console features which shall enable County employees and departments to receive, direct, and monitor citizen requests, feedback, and complaints from time of receipt through resolution.

- ii) Functionality to support and manage citizen and County interactions occurring via phone, web, and mobile channels in a consistent manner.
- iii) Provide citizens with the ability to communicate requests, feedback, and complaints to the County and to receive updates from receipt to resolutions of their issues.
- iv) Enable County to proactively notify targeted citizens of public service announcements, changes to or disruptions in County services.
- v) Enable County to develop and maintain contacts and interact with citizen communities with special interests such as service organizations, neighborhood associates, community clubs, and users of a specific service or facility.
- vi) Track and allow reporting of statistical information related to citizen requests.
- vii) Enable County to develop performance metrics and goals related to citizen requests.
- viii) The ability for County to identify trends and possible service delivery gaps.
- ix) The ability for County to target finite resources to improve citizen service delivery.

- e) **Technical Specifications:** The functionality requirements of the Licensed Software shall include, at minimum, the following, as described in Exhibit "H" and Exhibit "O", attached hereto and made a part hereof for all purposes.:
 - i) Customer Contact Management CU63-CU82, CU5, CU34.
 - ii) Portals section IT148-150
 - iii) Self-Service Apps for Public Access section IT14.
 - iv) Communications for Emailing and SMS -texting, Web, letters, and notices to defined groups, event notification, citizen requests and workflow IT71, IT100, IT134, and IT137.
 - v) Online work requests WO34-WO35.

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

SECTION C. IMPLEMENTATION SERVICES:

2. IMPLEMENTATION SERVICES.

- a) Contractor shall provide the Implementation Services itemized in Exhibit "M" and described in Exhibit "N."

VII. Delete **SECTION D.I.2.** in its entirety and replace it with the following:

be required to purchase new releases of the Licensed Property and/or Hosted Software, including fixes, enhancements and patches;

VIII. Delete the section heading for **Section D.II.** in its entirety and replace it with the following:

II. SOFTWARE AS A SERVICE ("SaaS") AGREEMENT.

IX. Delete **SECTION D.II.1. RIGHTS GRANTED., SECTION D.II.2. OWNERSHIP., SECTION D.II.3. SOFTWARE WARRANTY., AND SECTION D.II.4.(a)** in their entirety and replace with the following:

1. **RIGHTS GRANTED.** Contractor shall grant to County the non-exclusive, non-assignable limited right to use the Hosted Software for so long as County is paying the annual SaaS fees associated with such Hosted Software. Service availability for the Hosted Software will be provided under the terms of the Service Level Agreement (“SLA”), Exhibit “B”, attached hereto and made a part hereof for all purposes. County acknowledges that Contractor does not ship copies of the Hosted Software.
2. **OWNERSHIP.**
 - a) Contractor shall retain all ownership and intellectual property rights to the Hosted Software and Contractor’s Services related thereto, and anything developed by Contractor under this SaaS Agreement.
 - b) County does not acquire under this SaaS Agreement any license to use the Hosted Software in excess of the scope and/or duration set forth herein.
 - c) Contractor shall provide County with a license to any Documentation related to the Hosted Software. The Documentation may be used and copied by County officials, employees or other agents for internal reference purposes only.
 - d) County shall retain all ownership and intellectual property rights to the data County provides for operation of, or maintenance in, the Hosted Software (“Data”).
3. **SOFTWARE WARRANTY.** Contractor warrants that the Hosted Software will perform without Defects for so long as County pays its then-current annual SaaS fees for such Hosted Software. If the Hosted Software does not perform as warranted, Contractor shall use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Exhibit “B” and the Support Call Process, Exhibit “C” Schedule 1, attached hereto and made a part hereof for all purposes. Should Contractor be unable to cure the Defect, Contractor shall provide a functional equivalent. If Contractor cannot provide a functional equivalent, then Contractor will refund County previously paid but unused SaaS fees applicable to the Hosted Software.
4. **SAAS SERVICES.**
 - a) Contractor shall have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Hosted Software in the event of a disaster or component failure. In the event any Data has been lost or damaged due to an act or omission of Contractor or its subcontractors or due to a Defect in the Hosted Software, Contractor shall use best commercial efforts to restore all the data on servers in accordance with the architectural design’s capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective (“RPO”) exceed a maximum of twenty-four (24) hours from the declaration of a disaster by Contractor. For purposes of this subsection, RPO represents the maximum tolerable period during which Data may be lost, measured in relation to a disaster.

- X. 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" and "M," 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 THREE MILLION FIVE HUNDRED NINETY-THREE THOUSAND THREE HUNDRED AND TWENTY-THREE DOLLARS (\$3,593,323.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").

- XI. Add new **Subparagraphs (p), (q), (r), and (s) to SECTION E. COMPENSATION, Paragraph 1**, as follows:

SECTION E. COMPENSATION:

1. AMOUNT OF COMPENSATION.

- p) County shall pay one-time compensation for software licenses fees for **Tyler 311/Incident Management** in an amount not to exceed TWENTY-TWO THOUSAND TWO HUNDRED AND SEVENTY-FIVE DOLLARS (\$22,275). License fees for **Tyler 311/Incident Management** shall be invoiced on the earlier of (i) the date when Contractor installs the Tyler 311/Incident Management software or (ii) forty-five (45) days after the Amendment Effective Date.
- q) County shall pay one-time compensation for Implementation Services, including project management services, for **Tyler Notify** and **MyCivicBundle**, in a combined amount not to exceed THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$37,800). These Implementation Services, including project management services, shall be invoiced as provided and/or incurred.
- r) Compensation for Tyler System Management Services for **Tyler 311/Incident Management** are waived for the period of time commencing on the Amendment Effective Date and ending concurrently with the then-current term for Tyler System Management Services under the Agreement.
- s) Upon the date when Contractor provides the County with access to the **Tyler 311/Incident Management** software ("Software Access Date") County shall pay annual maintenance and support fees of FIVE THOUSAND FOUR HUNDRED AND FORTY-FIVE DOLLARS (\$5,445), prorated for the time period commencing on the Software Access Date and ending concurrently with the then-current term for maintenance and support under the Agreement, for a total not to exceed amount of TEN THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$10,890) through June 14, 2023.
- t) Upon the first day of the first month following the date Contractor makes the SaaS environment available to the County, County shall pay annual SaaS fees of FORTY-

FIVE THOUSAND DOLLARS (\$45,000) for both products **Tyler Notify and MyCivic Bundle**, prorated for the time period commencing on such date , for a total not-to-exceed amount of NINETY THOUSAND DOLLARS (\$90,000) through June 14, 2023.

XII. 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	Product and Rate Sheet for Tyler Notify and MyCivicBundle (including Tyler 311/Incident Management)
Exhibit N	Statement of Work for Implementation of Tyler Notify and MyCivicBundle
Exhibit O	Technical Specifications Tyler Notify and MyCivic Bundle (including Tyler 311/Incident Management)

XIII. The reference to "Tyler Software" in Exhibit "B" is hereby deleted and replaced with "Hosted Software".

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

IN WITNESS THEREOF, the parties hereto have executed this Amendment No. 1 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



NAOMI D. MAESTAS
COUNTY CLERK



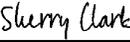
BY:  9/29/2021

STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:



J. ALVIN LEAPHART
COUNTY ATTORNEY

TYLER TECHNOLOGIES, INC., A DELAWARE CORPORATION
BY:  9/30/2021

SHERRY CLARK **DATE**
SR. CORPORATE ATTORNEY