

**AMENDMENT NO. 2
INCORPORATED COUNTY OF LOS ALAMOS
SOFTWARE AND SERVICES AGREEMENT**

This **AMENDMENT NO. 2** ("Amendment 2" or "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"), collectively "the Parties," to be effective for all purposes November 15, 2023.

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

WHEREAS, the original Term was subject to renewal upon mutual agreement by the parties and consistent with applicable procurement and appropriation laws; and

WHEREAS, through an administrative error County did not timely issue an amendment to extend the term, as allowed in the Agreement, prior to expiration; and

WHEREAS, the Parties continued to operate in good faith, under the terms of the Agreement as if the Agreement was timely extended by County; and

WHEREAS, the Services are ongoing and County and Contractor wish to extend the term of the Agreement as originally contemplated; and

WHEREAS, the ERP system was originally procured through the issuance of a Request for Proposals ("RFP");

WHEREAS, subsequent to the effective date of the Agreement, the product option identified as Tyler Transparency Portal was replaced with Finance Insights powered by Socrata and is now referred to as "Finance Insights" or "Open Finance"; and

WHEREAS, the County Chief Purchasing Officer has determined that procurement of additional products "Finance Insights" and "Enterprise Forms" and associated implementation and maintenance services may be obtained in accordance with Section E(1)(o) of the Agreement; and

WHEREAS, County wishes to implement Finance Insights and Enterprise Forms; and

WHEREAS, in accordance with Section E(1)(o) of the Agreement, Exhibit P, attached hereto and made a part hereof, identifies the current rates for the procurement of these optional products and services and the rates for the extended term; and

WHEREAS, the County has determined that the modules eProcure, Bid Management and ACFR are no longer required, and wishes to remove these items from the current Services provided to the County by Contractor; and

WHEREAS, the County has determined that the service titled “Final Delinquent Notice Utility Billing” named in item f. Other Implementation Services, in Exhibit A was not needed during implementation and will not be utilized, and the item should be removed; and

WHEREAS, both parties wish to amend the Agreement to extend the Term for another five (5) years at the pricing provided in Exhibit P; and

WHEREAS, the County Council approved this Amendment 2 at a public meeting held on November 14, 2023.

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

- I. Delete **Section A. DEFINITIONS, “Hosted Software”** in its entirety and replace it with the following:

“*Hosted Software*” refers to the Transparency Portal, Open Finance, powered by Data & Insights (formerly known as Tyler Finance Insights powered by Socrata) (“Finance Insights”), Tyler Notify, and MyCivic Bundle software products hosted by Contractor according to the terms and conditions set forth in Section D(II) of Amendment 1.

- II. 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 Transparency Portal defined in Section D, identified in Exhibits A, M and P, and any related interfaces, custom modifications, and product upgrades, as set forth in Section B(I)(1)(f), and upon the Effective Date of Amendment 2, excludes eProcure, Bid Management and ACFR products.

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

“*Planned Annual Continuing Education (“PACE”)*” refers to a subscription-based service to provide ongoing education for new features and functionality as they become available.

“*Enterprise Forms*” refers to a tool which shall allow County to develop forms from a library of templates which are configurable using a web-based application. Forms may be integrated in the ERP system, documents can be printed, emailed, downloaded or archived to TCM.

IV. Add a new **Subparagraph (f), (g), (h), (i) and (j)**, to **SECTION C. IMPLEMENTATION SERVICES, Paragraph 1**, as follows:

SECTION C. IMPLEMENTATION SERVICES:

1. IMPLEMENTATION PROJECT SCOPE.

- f) The Implementation Project Scope for the additional product “Finance Insights” of which are subject to the terms and conditions of Amendment 2, shall be comprised of the implementation and deliverables outlined below in Section C(1)(g) (“Implementation Project”). 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, at no additional cost to County.
- g) **Implementation.**
- i) Contractor shall, within ten (10) business days from the Effective Date of this Amendment, contact County to schedule the Implementation Project, including scheduling 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:
 - 1. Introduce assigned Contractor project leads and County Staff (“Project Staff”).
 - 2. Establish a mutually agreed upon Implementation Project Schedule that includes Production/Go-Live Launch Timeline, Deliverable Due Dates, Project Milestones, and Communication Protocols. Parties shall identify infrastructure needs for Finance Insights, and integration needs for Tyler Munis and any other Tyler products to integrate with Finance Insights. Contractor shall provide a written memorandum to the County Staff within thirty (30) days from the date of the kick-off meeting outlining the final agreed-upon Implementation Project Schedule. The Implementation 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 identified Production/Go-Live Launch Timeline.
 - 4. Identify data transfer methods between Contractor and County’s Staff related to the performance of this Amendment.
 - 5. Establish dates, times, and methods for Contractor to perform installation of the Finance Insights.
 - ii) Contractor shall provide remote services to County for the installation of Finance Insights, which includes installation, configuration, and training of Finance Insights on County’s hardware and on hosted/SaaS supported hardware provided by Contractor.
- h) **Deliverables.** The Implementation Project shall follow the stages identified below and Contractor shall conduct a meeting with County Staff 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 herein, detailing Implementation Project Schedule, Scope of Work, and Planning assumptions. Contractor shall provide County with access to Contractor's Implementation Project Portal. 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 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 Finance Insights, which shall include the configuration of Finance Insights. 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 Finance Insights 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 Staff in preparation for launch of Finance Insights. Contractor shall deliver end-user training to County Staff to demonstrate use of the software prior to go-live.
 - v) **Production:** Contractor shall deliver Finance Insights in a functional, live production state. 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.
 - vi) **Implementation Project Closeout:** County shall evaluate if 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.
- i) **Project Scope:** Finance Insights shall provide the following features and functions:
- i) Enables the secure internal sharing of data with central governance for access, visibility and controls.
 - ii) Internal data access, sharing and collaborations.
 - iii) Search function with up-to-date data.
 - iv) Open Budget function which tax dollars are spent.
 - v) Capital Project Explorer which allows visibility for spending on construction projects.
 - vi) Open Checkbook which provides access to details of purchases by department and vendor.
 - vii) Data Dashboard which enables fiscal discovery and reporting.

- viii) Budget which allows for publishing of the details of County's operating revenues and expenses on County's branded website.
- ix) Finance Insights shall be accessible by citizens, County staff, and County policy makers.
- x) Provides the ability to track budget to actual comparison throughout the year.
- xi) The Expenditure tool provides access to financial information, including checkbook-level details of spending.
- xii) The Expenditure tool provides the ability to navigate, analyze, and download the underlying data for understanding of the financial data.
- xiii) County shall have the ability to keep the data entirely up-to-date by automatically publishing new data to the platform, from the Enterprise ERP system.
- j) **Technical Specifications:** The functionality requirements of Finance Insights shall include at a minimum the following:
 - i) IT14 – The system shall provide access from outside of the firewall by public external users in accordance with the LAC Security Standards.
 - ii) IT148 – Citizens Interactions

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

SECTION C. IMPLEMENTATION SERVICES:

2. IMPLEMENTATION SERVICES.

- b) Contractor shall provide the Professional Services and Implementation Services itemized in Exhibit P.

VI. Add a new **Subparagraph (a) to SECTION D. III PAYROLL TAX TABLE UPDATE SERVICE**, as follows:

- a) Contractor shall provide the Payroll Tax Table Update Service itemized in Exhibit P.

VII. 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, and P 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 FIVE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED SEVENTY-FOUR AND 43/100 DOLLARS (\$5,548,774.43), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").

VIII. Add new **Subparagraphs (u), and (v), to SECTION E. COMPENSATION, Paragraph 1**, as follows:

u) Amendment No. 2 Additional Five (5) years of Agreement (FY24 - FY28).

County shall pay compensation for SaaS Subscription Fees, Annual Maintenance and Support, and Third Party Services in an amount not to exceed a combined total of ONE MILLION SEVEN HUNDRED FIVE THOUSAND SEVENTY-SIX AND 43/100 DOLLARS (\$1,705,076.43) for the additional five (5) year term pursuant to Amendment No. 2 of this Agreement (FY24 - FY28) as identified in Exhibit P. Contractor shall submit itemized monthly invoices to County's Information Management Division Management Analyst indicating amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

v) PROFESSIONAL SERVICES FEES:

- i. At any time during this Agreement, County may request Contractor to provide County Professional Services for onsite training and implementation services for up to FIFTY (50) DAYS in year one (1) of the extension made under Amendment 2 (FY24). County shall pay compensation for performance of the Professional Services at the rate set out in Exhibit P. Professional Services Fees shall not exceed a combined total of SIXTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$63,750.00) for the entire Term of this Agreement. All services will be invoiced monthly in hourly increments as delivered.
- ii. At any time during this Agreement, County may request Contractor to provide County Professional Services for onsite training and implementation services for up to ONE HUNDRED TWENTY-FIVE (125) DAYS, for the Term of the Agreement. County shall pay compensation for performance of the Professional Services at the rate set out in Exhibit P. Professional Services Fees shall not exceed a combined total of ONE HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$159,375.00) for the entire Term of this Agreement. All services will be invoiced monthly in hourly increments as delivered.
- iii. At any time during this Agreement, County may request Contractor to provide County Project Management Services for onsite training and implementation services for up to TWENTY-TWO (22) DAYS, for the Term of the Agreement. County shall pay compensation for performance of the Professional Services at the rate set out in Exhibit P. Professional Services Fees shall not exceed a combined total of TWENTY-EIGHT THOUSAND FIFTY DOLLARS (\$28,050.00) for the entire Term of this Agreement. All services will be invoiced monthly in hourly increments as delivered.

VIII. Delete **SECTION F. General TERMS AND CONDITIONS, Paragraph 1, TERM**, in its entirety and replace with the following:

1. **TERM.** Except for the license grant, which is perpetual as set forth in Section B(1)(1)(a), the term of the Agreement shall commence on the Effective Date and shall continue through June 14, 2028, unless sooner terminated, as provided in this Agreement. The Agreement may be renewed by mutual agreement of the parties, for an additional three (3) year term, consistent with applicable procurement and appropriations laws.

IX. 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 – First Term
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)
Exhibit P	Product and Rate Schedule – Second Term
Exhibit Q	ThinPrint and Twilio Terms End User License Agreement

X. Delete from Exhibit A Product and Rate Schedule, subparagraph f, line-item Final Delinquent Notice Utility Billing, the \$800.00 amount has been removed from the revised compensation stated above in **SECTION E. COMPENSATION, 1. Amount of Compensation.**

XI. Add **Exhibit P**, attached hereto and made a part hereof for all purposes.

XII. Add **Exhibit Q**, attached hereto and made a part hereof for all purposes.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on 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: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

TYLER TECHNOLOGIES., A DELAWARE
CORPORATION

BY: _____
ROB KENNEDY-JENSEN **DATE**
GROUP GENERAL COUNSEL