

## Grants & Contracts - Transmittal Memo

**DATE:** April 29, 2020

**FROM:** Procurement, Contracts

**TO:** Heather Akpan, Johnathan Criswell

**CONTRACT #:** 9382

**VENDOR:** Tyler Technologies Inc

**DESCRIPTION:** #9382 3<sup>rd</sup> Amendment Tyler Technologies Inc Software License Agreement to Add Executime

**APPROVED BY:** Board of County Commissioners

**APPROVAL DATE:** April 28, 2020

**RECEIVED ON:** April 29, 2020

**TERM START:** April 28, 2020

**TERM END:** April 27, 2023

**AMOUNT:** \$14,400.00 Implementation, \$8,500.00 Annually

**RFP/BID #:** 14-498

**GMW:** N/A

**POR #  
(ENCUMBERANCE):** N/A

**ACTIONS REQUIRED:** Please forward a copy to the vendor & retain a copy for your files.



**THIRD AMENDMENT TO STANDARD SOFTWARE LICENSE AND SERVICE AGREEMENT #9382 BETWEEN ALACHUA COUNTY AND TYLER TECHNOLOGIES, INC FOR STANDARD SOFTWARE LICENSE AND SERVICE AGREEMENT**

This THIRD AMENDMENT to the Agreement ("Third Amendment"), made and entered into this 28<sup>th</sup> day of April A.D. 2020, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" or "Client", and Tyler Technologies, Inc., hereinafter referred to as "Tyler". Collectively, the County and Tyler shall be referred to herein as the "Parties".

**WITNESSETH:**

**WHEREAS**, in 2014, the County issued Request for Proposal #14-498 ("RFP") seeking proposals from licensed professionals (hereinafter, referred to as Consultants) for the provision of Purchase of a Comprehensive Enterprise Resource Planning (ERP) System for Finance and Accounting (the "RFP"); and

**WHEREAS**, the RFP sought proposals for both "client hosted" and "software as a service" ("SaaS") options; and

**WHEREAS**, New World Systems Corporation ("New World") timely submitted a responsive proposal to the RFP to the County for both options, and the County selected New World to provide the Comprehensive Enterprise Resource Planning (ERP) System; and

**WHEREAS**, the County and New World subsequently entered into the Standard Software and License Agreement dated October 14, 2014 ("Agreement"), County Agreement number 9382, New World Document number ALAC 14L1E which is in effect until terminated; and

**WHEREAS**, in general, the Agreement provides for a "client hosted" option, through which Tyler grants the County certain software licenses for said software to be uploaded and used on the County's servers, and also provides that Tyler will provide certain software correction and maintenance services for said software; and

**WHEREAS**, in general, the Agreement provides that the software correction and maintenance services to be provided by Tyler consists primarily of updates and patches furnished by Tyler for installation by the County; and

**WHEREAS**, in general, the Agreement provides that the County is responsible for furnishing servers that are capable of running Tyler's software; and

**WHEREAS**, the Parties entered into the First Amendment to the Agreement on January 22, 2019: (i) to memorialize the merger of New World Systems Corporation into Tyler Technologies, Inc., (ii) to add Sales quote# QUO-57554-X5G6W5 for Socrata Open Finance Module, (iii) to amend the payment and fees provisions to add the Socrata Open Finance Module, and, (iv) to update the insurance and notice provisions; and

**WHEREAS**, the Parties entered into the Second Amendment to the Agreement on May 28<sup>th</sup>, 2019 through which the Agreement was further amended to change from a client hosted option (*i.e.*, where the software is uploaded by the County onto a server furnished and owned by the County) to the SaaS option (*i.e.*, where the software is loaded by Tyler onto a cloud-based server furnished, owned and maintained by Tyler); and.

**WHEREAS**, the Parties now desire to further amend the Agreement to add Sales Quotes # 2020-102424 and 2020-101719 for Human Capital Management through the use of the Executime Time and Attendance Module and to amend the payment and fees provisions to add the Executime Time and Attendance Module

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree to amend the Agreement as follows:

1. The items set forth in the sales quotations attached as Exhibit 1 Schedules 1 and 2 to this Amendment, are hereby added to the Agreement as of the first day of the month following the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:

a. Year one (1) SaaS Fees shall be invoiced on the Amendment Effective Date, prorated for time period commencing on the Amendment Effective Date and ending concurrently with the Client's current annual SaaS term. Subsequent annual SaaS Fees shall be invoiced in accord with the Agreement. For the avoidance of doubt, and the Client's internal business purposes, annual SaaS Fees for the modules in Exhibit 1, Schedules 1 and 2 total \$33,000 for the term set forth therein.

b. Unless otherwise provided herein, services identified in Exhibit 1, Schedules 1 and 2 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred. For the avoidance of doubt, and the Client's internal business purposes, the services set forth in Exhibit 1, Schedules 1 and 2 total \$40,800. The foregoing notwithstanding, in accordance with the Agreement, the professional services fees are estimates based on Tyler's understanding of the amount of time and materials required for the Client's implementation.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement, as previously amended by the First and Second Amendment.

3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement, as amended by the First and Second Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Andrea Fravert

Name: Andrea Fravert

Title: Director of Legal Affairs

Date: April 21, 2020

Alachua County, FL

By: Robert Hutchinson

Name: **Robert Hutchinson**

Title: Chair

Date: April 28, 2020

ATTEST:

J.K. Irby

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]

Alachua County Attorney's Office

**Exhibit 1**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Tami Bates  
 Date: 2/7/2020  
 Quote Expiration: 8/5/2020  
 Quote Name: Alachua County - ExecuTime (Library)  
 Quote Number: 2020-102424  
 Quote Description: Library Only

**Sales Quotation For**  
 Alachua County  
 12 SE 1st St  
 Gainesville, FL 32601-6826  
 Phone +1 (352) 338-7366

SaaS Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
<b>Human Capital Management:</b>					
ExecuTime Time & Attendance (250)	3.0	\$9,349.00	96	\$14,400.00	\$0.00
		Sub-Total:		\$14,400.00	\$0.00
		<i>Less Discount:</i>		<i>\$0.00</i>	<i>\$0.00</i>
		<b>TOTAL:</b>	96	<b>\$14,400.00</b>	<b>\$0.00</b>

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$8,500.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$14,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$14,400.00</b>	<b>\$8,500.00</b>
<b>Contract Total</b>	<b>\$39,899.00</b>	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf, and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

**Comments**

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

The Mumis SaaS fees are based on 175 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.





Quoted By: Tami Bates  
 Date: 2/10/2020  
 Quote Expiration: 7/28/2020  
 Quote Name: Alachua County -ExecuTime  
 Quote Number: 2020-101719  
 Quote Description: County

Sales Quotation For  
 Alachua County  
 12 SE 1st St  
 Gainesville, FL 32601-6826  
 Phone +1 (352) 338-7366

Description	# Years	Annual Fee	One Time Fees		
			Impl Hours	Impl Cost	Data Conversion
<b>Human Capital Management:</b>					
ExecuTime Time & Attendance (900)	3.0	\$21,997.00	176	\$26,400.00	\$0.00
ExecuTime Time & Attendance Import	3.0	\$3,350.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance Mobile Access	3.0	\$3,305.00	0	\$0.00	\$0.00
		<b>Sub-Total:</b>		\$26,400.00	\$0.00
		<u>Less Discount:</u>		<u>\$0.00</u>	<u>\$0.00</u>
		<b>TOTAL:</b>	176	\$26,400.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$24,500.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$26,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$26,400.00</b>	<b>\$24,500.00</b>

**Summary**  
Contract Total

<b>One Time Fees</b>	<b>Recurring Fees</b>
\$99,900.00	

Comments

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