



Travis County Commissioners Court Agenda Request

Meeting Date: September 16, 2014

Prepared By/Phone Number: Lori Clyde/44205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

A) Approve FY2014 Resource Sharing Addendum to Contract No. 4400001084 (H T E Contract No. IL120165LC), Texas Conference of Urban Counties, for the Tyler Odyssey Case Management System used by the Justices of the Peace.

B) Approve Modification No. 1 to Contract No. 4400001061 (H T E Contract No. PS120166LC), Tyler Technologies, Inc., for the Software as a Service and Professional Services Agreement for the Odyssey Case Management System.

➤ Purchasing Recommendation and Comments:

Implementation of the Resource Sharing Addendum for the TechShare.Common Integrated Justice System was delayed due to ongoing negotiations with the CUC and Tyler as follows:

A) Decrease the amount paid to the CUC for CUC Oversight (Contract Administration) from \$31,793 to \$14,011; and

B) Reduce the number of users and annual SaaS fee from 157 to 135 and from \$211,950 to \$182,250, respectively.

The total cost of the FY2014 Resource Sharing Addendum, which includes the annual SaaS fee, Data Conversion services and CUC Oversight, is \$208,961.00.

ITS recommends approval of the FY2014 Resource Sharing Addendum and the Tyler Technologies Addendum. During the extended negotiation period, no lapse in services occurred.

➤ **Contract Expenditures:** Within the last 12 months \$316,599.50 has been spent against this contract.

➤ **Contract Modification Information:**

Modification Amount: \$208,961.00

Modification Type: Resource Addendum

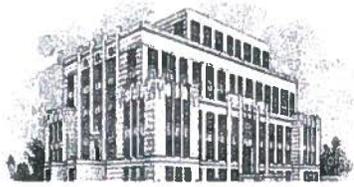
Modification Period: January 1, 2014 – March 31, 2015

➤ **Funding Information:**

SAP Funds Reservation #: 300001062

Funding Account(s):

Comments:



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

Tanya Acevedo, Chief Information Officer

700 Lavaca, Suite 501A, Austin, TX 78701 (512) 854-9666 Fax (512) 854-4401

MEMORANDUM

DATE: August 13, 2014
TO: Cyd V. Grimes, C.P.M.-Travis County Purchasing Agent
FROM: Tanya Acevedo, Chief Information Officer
SUBJ: Recommendation to Approve TechShare.Common Integrated Justice System FY2014 Resource Sharing Addendum and Tyler Technologies Addendum

Proposed Motion: Approve TechShare.Common Integrated Justice System FY2014 Resource Sharing Addendum and Tyler Technologies Addendum

Summary and Staff Recommendation:

ITS recommends Commissioners Court approval of the renewal of the 2014 contract for the Justice of the Peace Courts Case Management System (Odyssey). The contract for the TechShare.Common Integrated Justice System FY 2014 Resource Sharing Addendum with the CUC and Tyler Technologies was delayed due to ongoing negotiations with Tyler to reduce the number of users and monthly cost (true-up) in the contract. The contract is now ready for renewal. No lapse in services occurred during the extended negotiation period.

Budgetary and Fiscal Impact:

The \$208,961 required for renewal of the contract covers funding for the following:

Table with 4 columns: Fiscal Year 2014-2015 (1/1/14 - 3/31/15), Amount, Est Payment Date. Rows include Court Sytem Software (Annual Maintenance, Software as a Service Fee), Data Conversion (Tim Davis - Integra), CUC Oversight (Contract Administration), and Total Fiscal Year 2014 (\$208,961).

Funding resides in the following ITS Cost Centers and GL Accounts:

Cost Center	GL Account	Amount
1120040001	51150	\$182,250.00
1120140001	511870	\$12,921.50
1128000001	511870	\$7,789.50
Total		\$208,961.00

Required Authorizations:

Legal: Daniel Bradford, County Attorney's Office

Purchasing: Bonnie Floyd, Lori Clyde, Purchasing Department

Budget: Katie Gipson, Diana Ramirez, Planning and Budget Office

Cc: Nicki Riley, County Auditor

David Lampl, Terri Montgomery, Randy Lott, Bruni Cruz, ITS



Texas Conference of Urban Counties
TechShare Program
TechShare.Common Integrated Justice System
FY2014 Resource Sharing Addendum

1. Purpose

- 1.1. This Resource Sharing Addendum for the TechShare.Common Integrated Justice System (hereinafter "this Addendum") is an addendum to the Master Interlocal Agreement For Participation In The Texas Conference of Urban Counties TechShare Program.
- 1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties ("Urban Counties") and the Participants.
- 1.3. Each of the undersigned Participants is a signatory to the Master ILA.
- 1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

2. Definitions

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

- 2.1. CIJS Court Administration System: The software modules offered by Tyler to Participants under the Master Agreement.
- 2.2. Go Live: Go Live is defined as the event whereby a Participant makes a module of the CIJC Court Administration System fully active so that users can access it for its intended purposes.
- 2.3. Master ILA: The Master Interlocal Agreement for Participation in the Urban Counties TechShare Program, Version 2.1 20130128.
- 2.4. Master Agreement: The Master Agreement is the CUC Master Agreement between Tyler Technologies, Inc., and Urban Counties entered into on September 8, 2009, including any amendments thereto, which sets forth the terms and conditions whereby Urban Counties offers licensing and support services for the CIJS Court Administration System.
- 2.5. Oversight Board: Oversight Board means the TechShare Justice Oversight Board.
- 2.6. Participants: Participants is defined as all local governments executing this Addendum.
- 2.7. Parties: Parties is defined as the Participants and Urban Counties.
- 2.8. Stakeholder Committee: Stakeholder Committee means the CIJS Stakeholder Committee as provided for in the Master ILA.
- 2.9. Tyler: Tyler means Tyler Technologies, Inc.

3. Term of Addendum

- 3.1. This 2014 Resource Sharing Addendum shall be effective for the period specified in Attachment A – Financial Plan.

4. 2014 Financial Plan

- 4.1. The 2014 Financial Plan for each Participant is attached as Attachment A.
- 4.2. As additional Participants execute this Addendum, Participants may be eligible for reimbursement of portions of their Enterprise Modification Fees. Enterprise Modification Fees collected by additional Participants that exceed the Enterprise Modification Fees to be paid to Tyler shall be remitted to Participants as reimbursement. Reimbursement amounts shall be in proportion to each Participant's share of the total Enterprise Modification fees paid by all Participants by module.
- 4.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in the 2014 Financial Plan unless those excess costs are approved by the Participant's governing body.
- 4.4. Costs as set forth in the 2014 Financial Plan are due from each Participant as specified therein. Urban Counties will send invoices to the Participant in accordance with the payment schedule set forth in the Financial Plan. The Participant shall pay no later than forty five (45) days after receipt of each invoice.
- 4.5. In accordance with section 4.2. of the Master ILA, a Participant eligible for membership in Urban Counties but not a member in good standing shall pay annually, as additional support costs, an amount that in total for all Resources equals the amount the Participant would pay in dues if it were a member of Urban Counties. Such additional amount, if applicable to any Participant, will be included in Attachment A.

5. Participant Access to Information

- 5.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:
 - 5.1.1. the Master ILA and this Addendum, including Attachments B, C, and D;
 - 5.1.2. list of Participants;
 - 5.1.3. contracts with vendors providing goods or services directly for a Participant;
 - 5.1.4. records of expenditures; and
 - 5.1.5. documents presented at Stakeholder Committee meetings and Oversight Committee meetings which pertain to CIJS, and meeting minutes.
- 5.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

6. Miscellaneous

- 6.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.
- 6.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.
- 6.3. In the event any term or provision of this Implementation Agreement conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Implementation Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Implementation Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Implementation Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

7. Termination

- 7.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to Urban Counties at least ninety (90) days prior to termination.
- 7.2. A Participant is not entitled to reimbursement of any license fees or enterprise modification fees previously paid by the Participant.
- 7.3. A Participant immediately loses the right to representation on the Stakeholder Committee upon notice of termination to Urban Counties.
- 7.4. A Participant loses the right to reimbursement of shared costs upon termination.
- 7.5. A Participant shall have the right to continue to use those modules for which the Participant has paid the applicable license fees in full prior to termination, but the Participant will not receive maintenance and support.

8. Attachments Incorporated

8.1. The following attachments are incorporated in this Addendum as if fully set forth herein:

- 8.1.1. Attachment A: 2014 Financial Plan
- 8.1.2. Attachment B: End User License and Professional Services Agreement;
- 8.1.3. Attachment C: Software as a Service and Professional Services Agreement; and
- 8.1.4. Attachment D: Master Agreement.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

COUNTY OF TRAVIS

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY:  _____

Title: Executive Director

Date: August 13, 2014

Name and Address for Purposes of Notice:

Donald Lee

500 W 13th Street

Austin, TX 78701

Attachment A: Financial Plan

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software as a Service fees, Enterprise Modifications and Contract Administration /Quality Assurance for Fiscal Year 2014. The schedules are updated at the beginning of each Fiscal Year and presented to the Commissioners Court for approval.

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies in accordance with the License Participation Agreement, the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan.

The term of this agreement is from January 1, 2014 through March 31, 2015.

	Fiscal Year 2014-2015 (1/1/14 - 3/31/15)	Amount	Est Payment Date
Court Sytem Software			
Annual Maintenance			
Software as a Service Fee (4/1/14 - 3/31/15)	\$ 182,250.00	Aug-14	
Data Conversion			
Tim Davis - Integra	\$ 12,700	Aug-14	
CUC Oversight			
Contract Administration (1/1/14 - 3/31/15)	\$ 14,011	Aug-14	
Total Fiscal Year 2014	\$ 208,961		

Attachment B: End User License and Professional Services Agreement (Not Applicable)

Attachment C: Software as a Service and Professional Services Agreement

Attachment D: Master Agreement

MODIFICATION OF CONTRACT NUMBER: 4400001061 (PS120166LC) JP Odyssey Case Mgmt. System

PAGE 1 OF 2 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 2, 2014
ISSUED TO: Tyler Technologies 5101 Tennyson Parkway Plano, TX 75024 Attn: Ashley Olinghouse	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: March 6, 2012
ORIGINAL CONTRACT TERM DATES: March 6, 2012 to March 31, 2015		CURRENT CONTRACT TERM DATES: March 6, 2012 to March 31, 2015

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 366,207.00 Current Modified Amount \$ _____

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

This contract is hereby modified as follows per the attached Amendment:

- 1) For the Year 3 term, decrease the number of users from 157 to 135.
- 2) The annual SaaS fee for the Year 3 term will be \$182,250.00.

Note to Vendor:

- [X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- [] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Tyler Technologies</u>	<input type="checkbox"/> DBA
BY: <u>Robert Gray</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Robert Gray</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Director of Finance</u> ITS DULY AUTHORIZED AGENT	DATE: <u>9/13/14</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2014 by and between Tyler Technologies, Inc. ("Tyler") and Travis County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to a Software as a Service and Professional Services Agreement dated March 6, 2012 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Twenty-two (22) Users are hereby removed from the Year 3 term, months 15 – 36 category effective for months 24 through 36 of the Agreement.
2. The Annual SaaS Fee for the twelve month term adjusted hereby is amended to be \$182,250.00 based on the Users count of 135 as amended in paragraph 1 above.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement 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.

Travis County, Texas

By: 

By: _____

Name: JEFF DUCKETT

Name: _____

Title: VP-SALES, C&J

Title: _____

Date: 8.12.14

Date: _____