

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

9/19 Boce meeting
#614

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

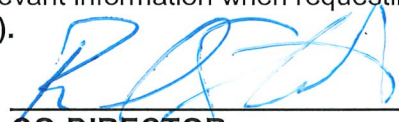
DATE OF REQUEST: September 12, 2022

COUNTY DEPARTMENT MAKING REQUEST: Information Technology

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

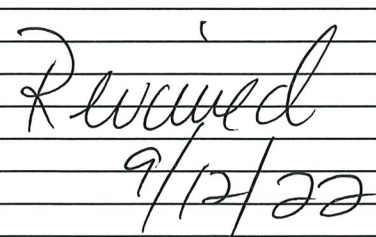
Contract renewal for Tyler Technologies for Annual Munis maintenance and support.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).


CO-DIRECTOR

DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____


9/12/22

RECEIVED

SEP 12 2022

CIVIL DIVISION

DISTRICT ATTORNEY

Revised 2003

DAVID PRATER
DISTRICT ATTORNEY

By: 



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Oklahoma County, with offices at 320 Robert S. Kerr Ave. #313, Oklahoma City, Oklahoma 73102-3457 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated September 17, 2014 ("Agreement"); and

WHEREAS, the Term of the Agreement expired June 30, 2022 ("Expiration Date");

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. SaaS Term. The Term of the Agreement, as defined at Section E(1) therein, is extended to end June 30, 2023. The parties further agree that the term may be renewed for one (1) additional one (1) year period, under the same terms, by written agreement of the parties.
2. SaaS Fees. Client's annual SaaS fee payment obligation for July 1, 2022 through June 30, 2023 is \$571,119, with a monthly SaaS fee payment obligation of \$47,593.25.
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, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler

Oklahoma County

By: Robert Kennedy-Jensen

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Group General Counsel

Title: _____

Date: July 22, 2022

Date: _____





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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For:

Oklahoma County
Suite 505
320 Robert S Kerr Avenue
Oklahoma City OK 73102-3412
Phone: +1 (405) 270-0082

Quoted By: Susan Sturgis
Quote Expiration: 12/18/22
Quote Name: Oklahoma County - ERP - SaaS
Quote Description: Renewal
Saas Term: 1.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 81,815.00
BMI Asset Track Interface	1	0	\$ 4,402.00
BMI CollectIT Interface	1	0	\$ 4,402.00
Capital Assets	1	0	\$ 25,116.00
Cash Management	1	0	\$ 16,305.00
Inventory	1	0	\$ 23,540.00
Project & Grant Accounting	1	0	\$ 17,300.00
Purchase Orders	1	0	\$ 24,441.00
Requisitions	1	0	\$ 17,740.00
Work Orders, Fleet & Facilities Management	1	0	\$ 37,676.00
Human Resources Management			
Advanced Scheduling - Up to 2000 Employees	1	0	\$ 26,950.00
Advanced Scheduling Mobile Access	1	0	\$ 2,570.00
Human Resources & Talent Management	1	0	\$ 15,170.00

Payroll w/ESS	1	0	\$ 41,295.00
Recruiting	1	0	\$ 6,813.00
Time & Attendance - Up to 2000 Employees	1	0	\$ 36,417.00
Time & Attendance Import	1	0	\$ 3,327.00
Time & Attendance Mobile Access	1	0	\$ 3,281.00
Revenue Management			
Accounts Receivable	1	0	\$ 23,045.00
Cashiering	1	0	\$ 31,619.00
General Billing	1	0	\$ 11,021.00
Content Management			
Content Manager Core	1	0	\$ 31,262.00
Content Manager Core Access	1	0	\$ 5,402.00
Content Management			
Content Manager Auto Indexing and Redaction (Core)	1	0	\$ 3,793.00
Data Insights			
Enterprise Analytics and Reporting	1	0	\$ 49,071.00
Additional			
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 13,001.00
Subscription Fees			
ACFR Statement Builder	1	0	\$ 13,218.00
Recurring Services			
Payroll Tax Table Updates	1	0	\$ 1,127.00
TOTAL			\$ 571,119.00

Summary

Total Tyler Software

2022-329778-P8L1J8

One Time Fees

\$ 0.00

CONFIDENTIAL

Recurring Fees

\$ 0.00

Total Annual	\$ 0.00	\$ 571,119.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 571,119.00
Contract Total	\$ 571,119.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

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. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- 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 scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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

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.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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 Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

REQUISITION

12302077-00 FY 2023

BILL TO

 OKLAHOMA COUNTY - IT -----
 320 ROBERT S. KERR -----
 SUITE 321 -----
 OKLAHOMA CITY, OK 73102

VENDOR

 TYLER TECHNOLOGIES INC
 PO BOX 203556

SHIP TO

 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 321
 OKLAHOMA CITY, OK 73102

DALLAS, TX 75320-3556

Tel# 978-914-7927

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
09/12/22	001852			Information Technology	
LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	BLKT FY 23 Contract for Annual Munis Maint & Support. 09/19/22 BOCC Meeting.	571119.00	EACH	1.00000	571,119.00

Ship To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 321
 OKLAHOMA CITY, OK 73102

REQ TOTAL 571,119.00

** END OF REPORT - Generated by Long Tran **