

CITY OF ARDMORE
Information Technology Department

Council Letter No. 5316
Meeting Date: January 18th, 2022

Mayor and City Commission
City of Ardmore, Oklahoma

Re: Approve Conversion Guide Amendment with Tyler Technologies for New
World CAD/RMS

Dear Commission Members:

In 2020 we purchased New World CAD/RMS from Tyler Technologies, an application suite that assists law enforcement, medical, fire and dispatch in maintaining records on first responder activities in the City of Ardmore. We included a Data Conversion Service to transfer data from our retiring Omnigo application to New World. It was discussed and decided that we wanted to start the new application fresh and not import any inconsistencies that have crept into the database over the past 16 years. New technology has developed in the last little while that will allow us to make a searchable database of all our old data utilizing AWS (Amazon Web Services). This will keep all old data accessible and searchable in a separate data silo. With this we can end support fees with Omnigo (estimated to be \$26,000.00/year) and not pay for Data Conversion. The data conversion services in the amount of \$38,000.00 will be credited back to us. We will then pay for a Data Archive Loading fee in the amount of \$16,000.00. This will leave us with a credit of \$22,000.00. We will be able to apply the credit in any way we see fit (Refund Check and/or applying against upcoming travel fees not included in initial bid due to COVID 19).

It is staff's recommendation that the Commission approve the Conversion Amendment and receive a credit of \$38,000.00 for unused Data Conversion and apply \$16,000.00 of that credit for the Data Archive Loading Fee from Tyler Technologies leaving a total credit of \$22,000.00 to be used to finish the project and any remaining funds to be refunded when the project is complete. This is a budgeted item in the 21-22 fiscal year out of IT's Software Support budget.

Respectfully submitted,



Robert Newell
Chief Information Officer

Reviewed 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., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Ardmore, with offices at 23 South Washington St., Ardmore, OK 73401 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of September 11, 2020 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

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

1. The Deleted Data Conversion Services set forth in Schedule 1 to this Amendment are hereby removed from the Agreement. The Added Data Archive Services set forth in Exhibit 1, and described Schedule 1, are hereby added to the Agreement. Any additional adjustments to scope not set forth herein must be reflected in another amendment to the Agreement.
2. The following payment terms, as applicable, shall apply:
 - a. As set forth below, and in recognition of the credit due Client, the Data Archive-data loading fee as set forth in the attached Exhibit 1 in the amount of \$16,000, is hereby credited.
 - b. Other Annual Fees. Unless otherwise noted, annual or SaaS fees are payable in advance on the Amendment Effective Date. Subsequent annual or SaaS fees are due annually in advance on the anniversary of that date at our then current rates.
 - c. Travel expenses shall be invoiced as incurred, if applicable.
3. In recognition of Client's payment for Data Conversion Services in the amount of \$38,000, which are hereby deleted from the Agreement as set forth in the attached Exhibit 1, Schedule 1 ("Deleted Data Conversion Services"), Tyler hereby issues to Client a credit of \$22,000 ($\$38,000 - \$16,000 = \$22,000$). Client may apply such credit, in its discretion, to any fees due Tyler under the Agreement.
4. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Data Archive Terms and Conditions, which are attached hereto as Exhibit 1 Schedule 2 ("Data Archive Agreement") with respect to the Legacy Data Archive software as more particularly described in Exhibit 1 attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement and if the Agreement terminates so does Client's access to the Legacy Data Archive software.
6. Specific to the Legacy Data Archive items added to the Agreement by this Amendment, in the event of a conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of the Amendment shall govern. The Agreement shall otherwise remain and continue 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.

City of Ardmore, OK

By: _____

By: _____

Name: Bryan Proctor

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary



Sales Quotation For
City of Ardmore
23 South Washington Street
Ardmore, OK 73401

Annual/SaaS
Annual Fee for Legacy Data Archive

Annual
\$2,000

Services
Initial Loading of Data

Total
\$16,000

Summary	One-Time Fees	Recurring
Total Annual Fees		\$2,000
Total Tyler Services	\$16,000	
Summary Total:	\$16,000	\$2,000



Exhibit 1
Schedule 1
Deleted Data Conversion Services and Added Data Archive Services

Deleted Data Conversion Services

Records (One source)	\$15,000
Property (One source)	\$5,000
LE External Documents	\$3,000
Data conversion Analysis	\$3,000
Base Conversion	\$7,000
Address Reverification	\$5,000
Total:	\$38,000

Added Data Archive Services

The Initial Loading of Data, as set forth in the Amendment Investment Summary, includes:

- Migration of the following data into the archive application, including all attached documents.
 - Calls for service
 - Global Subjects/Names
 - Addresses
 - Vehicles
 - Cases
 - Tickets
 - Arrests
 - Warrants
 - Bookings
 - Mug Shots
 - Personnel Equipment Inventory
 - Personnel Training
 - Property
 - Field Investigations

- Import of the following data into the client's production database at go-live:
 - Location Alerts
 - On-Hand Property, limited to the following data:
 - Tag Number
 - Case Number
 - Evidence Codes
 - Evidence Type
 - Date Received
 - Color
 - Description
 - Quantity and unit of measure (drugs only)
 - Make (firearms only)
 - Model (firearms only)
 - Serial Number (firearms only)

- Gun Type (firearms only)
- Caliber (firearms only)
- Action (firearms only)
- Barrel Length (firearms only)
- Intake Value (currency only)
- Warrants with subjects



Exhibit 1
Schedule 2
Data Archive Terms and Conditions

SECTION A – DEFINITIONS

Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Data Archive Agreement”** means these Data Archive Terms and Conditions.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 3.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in your Agreement.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in your Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services. Upon the termination of this Agreement, and upon written request from

the Client, Tyler shall provide a database file including all Client data to Client. Client is responsible for providing the proper contact for receiving this information. If Client requires regular database copies, Client shall maintain the ability at any time using their administrative access credentials to export their data from the application as a .CSV file into Excel or Access.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in your Agreement, and our then current SLA.
6. SaaS Services.
 - 6.1 To the extent applicable, Tyler will make available to Client, upon Client's written request, the service level terms of any third party cloud services provider that hosts the Tyler Software
 - 6.2 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
 - 6.3 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
 - 6.4 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data.
 - 6.5 We provide secure data transmission paths from each of your workstations to our servers.
 - 6.6 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – TERM

7. Term. The initial term of this Data Archive Agreement is prorated beginning on the Amendment Effective Date and ending on the same date as the annual maintenance or subscription term for Tyler Software under the Client's Agreement, unless earlier terminated. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Data Archive Agreement.



**Exhibit 1
Schedule 3
Service Level Agreement**

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and

will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.