



City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069

Master

File Number: K-1213-125 AMD#1

File ID: K-1213-125 AMD#1

Type: Contract

Status: Consent Item

Version: 1

Reference: ITEM 16

In Control: City Council

Department: Police Department

Cost:

File Created: 01/30/2019

File Name: Amendment To Contract for CAD

Final Action:

Title: AMENDMENT NO. ONE TO CONTRACT K-1213-125: BY AND BETWEEN THE CITY OF NORMAN AND TYLER TECHNOLOGIES, INC., FORMERLY NEW WORLD, INC., FOR A SUBSTITUTION OF SERVICES AND SOFTWARE; A SUBSTITUTION OF PARTIES; AND PROVIDING FOR A FINAL PAYMENT AMOUNT AND DATE FOR THE COMPUTER AIDED DISPATCH (CAD), POLICE RECORDS MANAGEMENT SERVICES (RMS), AND MOBILE DATA NETWORK (MDN) PROJECT.

Notes: ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract K-1213-125 with Tyler Technologies, Inc.; and, if approved, authorize the execution thereof.

ACTION TAKEN: SN/AS 9/10

Agenda Date: 02/12/2019

Agenda Number: 16

Attachments: Text File, Amend. 1 to K-1213-125

Project Manager: Major Kevin Foster

Entered by: beth.muckala@normanok.gov

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File K-1213-125 AMD#1

Body

BACKGROUND: K-1213-125 was originally approved by the City Council on December 18, 2012. Prior to obtaining the services under this contract, the City of Norman emergency responders (police and fire) had been using multiple databases and software solutions to satisfy minimum response and reporting needs, which applications and database infrastructures had proven to be an inefficient and unreliable solution. The previous system created multiple serious issues, including delays, lock-ups, lengthy data back-ups computer process unit (CPU) spikes, and field-reporting limitations. Following a needs assessment performed by RCC Consultants, pursuant to K-1011-133, it was determined that replacement of the City's CAD, RMS and MD applications was warranted. New World was chosen through a bid process with RCC Consultants' assistance including thorough due diligence and evaluation of the applicants in light of the breadth of the City's needs. The goal for the New World Contract was for the City to invest in an integrated database system and to transfer necessary data for the purpose of reducing redundant data entry; improving application response, and enhancing public safety workflow,

which would ultimately increase personnel efficiency and public service.

Since the City proceeded under the contract with New World, several situations arose in which New World and the City identified particular needs that were different or in addition to those initially realized at the time of the bid or the original approval of K-1213-125. Over the course of these years, a merger resulted in a transition of the contract work from New World to Tyler Technologies, Inc. ("Tyler"). Amendment No. 1 to K-1213-125 addresses the basis for a formal substitution of Tyler for New World as a party to the contract. In working together in implementing the software purchased, the City and Tyler have identified and come to an agreement regarding the final services and software sought by the City, and to be provided by Tyler, under K-1213-125, in order to meet the City's goals for K-1213-125.

DESCRIPTION: The software and services now recommended for approval as an amendment to K-1213-125 are accomplished by means of a substitution of services. As set forth in the amendment, paragraph 14, certain hardware will be removed and certain software and hardware have been added, including those set forth in Exhibit 1 of the amendment. These include server migration services and 160 hours of training, which will be available through January 1, 2021. The city staff discussed these substitutions with Tyler and are satisfied that the City is receiving services more tailored to fit the City's needs than those originally anticipated in K-1213-125, and that are equivalent in value to those originally contracted for. Tyler is also satisfied with equivalent value for the substitutions and has already approved and signed the Amendment to K-1213-125.

Being at the conclusion of Tyler's services under K-1213-125, City staff has been able to identify what services the City will require in future agreements in order to meet the long-term objectives of the City in keeping an integrating system that collects and protects necessary data. City staff being satisfied with Tyler's performance pursuant to K-1213-125 as well as with the value of the final agreed services and software, is also agreeable to delivering a final payment to Tyler under K-1213-125 in the amount of \$213,278, to be made no later than February 28, 2019, in order to complete this first phase of services, and negotiating a phase two agreement for services addressing ongoing and future needs, which will be brought to City Council for approval at a later date.

RECOMMENDATION: Staff recommends that the City Council approve Amendment No. 1 to Contract K-1213-125 with Tyler Technologies, Inc., and approve a substitution of parties, services and software, as well as a final payment in the amount of \$213,278. Funds are available for the final payment in account (015-6115-421.53-04), Encumbered Purchase Order 309581, and future phase 2 services will be requested from those funds available via a transfer from Public Safety Sales Tax, Telecommunications Equipment/Computer Software (015-6115-421.53.04) or pursuant to a further appropriation.



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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Date: 10/21/2018
 Quote Expiration: 12/2/2018
 Quote Name: Norman Police -Project settlement
 Quote Number: 2018-24831
 Quote Description: Interfaces, multi-server search, Server Migration, Training

Sales Quotation For
 City of Norman Police Department
 201-B W Gray St
 Norman, OK 73069
 Phone: +1 (405) 321-1600

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Computer Aided Dispatch					
NG911 Interface (text to 911)	\$20,000	0	\$0	\$20,000	\$0
ASAP Interface	\$20,000	0	\$0	\$20,000	\$0
Out-of-Band AVL Interface (one-way interface)	\$14,000	0	\$0	\$14,000	\$0
Tyler CAD to Tyler CAD Interface	\$0	0	\$0	\$0	\$0
Law Enforcement Records Management System					
On-Line Property Checks Interface to State/NCIC	\$17,000	0	\$0	\$17,000	\$0
On-Line Global Subjects Interface to State/NCIC	\$17,000	0	\$0	\$17,000	\$0
Fire Records Management System					
NEMSIS Electronic Reporting	\$26,000	0	\$0	\$26,000	\$0
Other Software					
Multi-Server Search	\$20,000	40	\$5,800	\$25,800	\$0
	Sub-Total:		\$5,800	\$139,800	\$0
	Less Discount:		\$0	\$134,000	\$0
	TOTAL:	40	\$5,800	\$5,800	\$0

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
NG911 Interface Installation Fee	1	\$580	\$0	\$580
ASAP Interface Installation Fee	1	\$5,800	\$0	\$5,800
Out-of-Band AVL Interface Installation Fee	1	\$8,700	\$0	\$8,700
Tyler CAD to Tyler CAD Interface Installation Fee	1	\$5,800	\$0	\$5,800
On-Line Global Subjects Installation Fee	1	\$1,160	\$0	\$1,160
On-Line Property Checks Installation Fee	1	\$3,480	\$0	\$3,480
TOTAL:				\$25,620

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0	\$0
Total Tyler Services	\$31,320	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$0	\$0
Travel and Living Expenses	\$0	
Summary Total	\$31,320	\$0

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
Computer Aided Dispatch				
NG911 Interface (text to 911)	\$20,000	\$20,000	\$0	\$0
ASAP Interface	\$20,000	\$20,000	\$0	\$0
Out-of-Band AVL Interface (one-way interface)	\$14,000	\$14,000	\$0	\$0
Tyler CAD to Tyler CAD Interface	\$0	\$0	\$0	\$0
Law Enforcement Records Management System				
On-Line Property Checks Interface to State/NCIC	\$17,000	\$17,000	\$0	\$0
On-Line Global Subjects Interface to State/NCIC	\$17,000	\$17,000	\$0	\$0
Fire Records Management System				
NEMSIS Electronic Reporting	\$26,000	\$26,000	\$0	\$0
Other Software				
Multi-Server Search	\$20,000	\$20,000	\$0	\$0
Sub-Total:	\$134,000	\$134,000	\$0	\$0
	\$134,000	\$134,000	\$0	\$0

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

CAD Maintenance includes 24/7 Support.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

NG911 Requires West hardware at each workstation responding to texts; not included in proposal.

Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.



AMENDMENT TO K-1213-125

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 Norman, with offices at 201-B W Gray St, Norman, OK 73069 ("Client").

WHEREAS, Client selected New World Systems Corporation (also referred to as "New World Public Safety", and hereafter "New World") to provide certain software and related services pursuant to a license and services agreement (the "Agreement"); and

WHEREAS, on November 16, 2015, New World merged with and into Tyler, with Tyler being the surviving entity (the "Merger"), and Tyler and Client desire to update the Agreement with this Amendment.

WHEREAS, Tyler and the Client are parties to a License Agreement K-1213-125 with an effective date of December 18, 2012 (the "Agreement");

WHEREAS, Tyler and the Client subsequently agreed to add or substitute services to the Agreement on June 17, 2016 for mobile software and third party software and hardware, and on November 9, 2017, for support services (collectively the "2017 Amended Services");

WHEREAS, Tyler and Client now desire to amend the Agreement in order to: (1) formally replace New World with Tyler as a signatory and party to the Agreement; (2) formalize substitution of certain goods and services, and to confirm final payment on Agreement; and (3) in all of the above, complete Phase One and allow the parties to negotiate an agreement for Phase Two goods and services;

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

1. Effective as of the Merger, Tyler became the successor-in-interest to New World and assumed all rights and obligations of New World under the Agreement.
2. All references in the Agreement to "New World," "NWS," or other similar naming conventions shall now be understood to refer to Tyler.
3. Until further notified by Tyler, the location of Client's payments as set forth in the Agreement remains unchanged. Where Client is required to provide notice under the Agreement, that notice shall be provided to:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

4. Tyler represents that the Tyler signatory to the Agreement and this Amendment is an authorized signatory, and that by such signature, Tyler is bound to the terms and conditions of the Agreement.

Amendment No. One to Contract K-1213-125

5. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
 6. The following payment terms, as applicable, shall apply to software and/or services set forth in Exhibit 1 to this Amendment:
 - a. Additional software fees, if any, will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees, if any, will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - c. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - d. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service.
 - e. Travel expenses shall be invoiced as incurred associated with any item set forth in Paragraph (6), subparts (a) through (d) above, as applicable.
 7. Tyler shall provide server migration services at no additional charge to move Client on to a new set of servers at OS 2016 and on a 2018 version or higher of Tyler's software ("Server Migration Services").
 8. Tyler shall provide address reverification services at no additional charge no more than twice, once in the test environment and once in the production environment, as part of the Server Migration Services.
 9. Tyler shall provide up to 160 training hours to Client at no additional charge on topics of Client's choice. Any training hours not used by Client before December 31, 2020, shall expire automatically on January 1, 2021.
 10. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
 11. Tyler shall provide the licensed software listed in Exhibit 1 to this Amendment.
 12. Client shall pay for all services in Exhibit 1 to this Amendment and any applicable travel expenses as incurred.
 13. Client shall make its final milestone payment to Tyler in the amount of \$213,278.00, representing to total remaining sum owed by Client on K-1213-125 and closing out the Agreement prior to or on February 28, 2019.
 14. The following third party hardware is removed from the Agreement:
 - a. From the Agreement dated December 18, 2012:
 - i. NOR1675C1201X05 - 3rd Party AVL permanent mount
 - b. From the amendment dated June 5, 2017:
 - i. NOR1675C1701X01 - 3rd Party Lantronix UDS-100
 - c. From the amendment dated June 17, 2016:
 - i. NOR1675C1601X02 - 3rd Party AVL permanent mount
- No invoice was issued for a-c, above, so no amount is due and no credit will be given.
15. The 2017 Amended Services have all been delivered, compensated, and add no amounts owed to that set forth in Paragraph 13.
16. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

By: [Signature]

Name: Greg Sebastian

Title: President, Public Safety Division

Date: 1-28-19

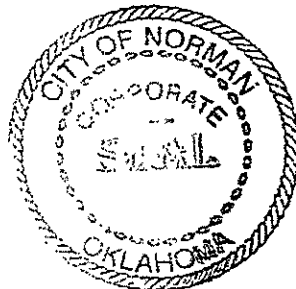
City of Norman, OK

By: [Signature]

Name: Lynne Miller

Title: Mayor

Date: February 12, 2019



ATTEST:

[Signature]
City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY Beth Shuckala DATE 1/31/18