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# LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

**1. DATE OF PROPOSED ACTION:**    March 17, 2015

**2. AGENDA ITEM:**    ☐ Appointments    ☐ Bids/Purchases    ☐ Claims  
  
☐ Contracts/agreements/leases    ☐ Grants    ☐ Land Use: Variances/Board App/Plats  
  
☐ Proclamations    ☐ Public Hearings/Rules & Reg's    ☐ Reports & Public Petitions  
  
☐ Resolutions    X ☐ Other County Vehicle Disposal

**3. DEPARTMENT:**    County Clerk

**APPLICANT:**    Debbye Lathrop

**AGENT:**

**4. DESCRIPTION:** Consideration of an amendment to contract #131119-08 between Laramie County and Tyler Technologies, Inc. to change one module of the Document Pro Software from iDoc Web Interface to IDoc Market at no cost for the software, \$145 additional for annual maintenance, \$1200 annually for hosting, \$300 for staging and up to 10 hours for project management, training and implementation.

Amount \$                      From                      To

**5. DOCUMENTATION:**                      Originals

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Ash	_____	County Attorney _____
Holmes	_____	Deputy Attorney _____
Thompson	_____	
Heath	_____	
Kailey	_____	Grants Manager _____
Action	_____	Outside Agency _____
Postponed	_____	



## AMENDMENT TO AGREEMENT

This Amendment is made between Tyler Technologies, Inc., with offices at 5519 53<sup>rd</sup> Street, Lubbock, Texas 79414 ("Tyler") and Laramie County, with offices at 309 West 20<sup>th</sup> Street, Cheyenne, Wyoming 82011 ("Client"). It is effective as of the date of signature of the last party to sign ("Effective Date").

WHEREAS, Client and Tyler are parties to the contract numbered 2013-0087 dated November 19, 2013 (the "Agreement") governing Client's license to the software and services ("Software") described therein; and

WHEREAS, Client and Tyler now wish to amend the Agreement to replace certain software components as described herein;

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

1. The following component and related services are removed from the Agreement:

Software Modules Purchased Description	Purchase Price	Annual Maintenance	Training Services	Conversion Services	Installation Services
<b>Document Pro</b>  iDoc Web Interface o Web interface allowing access to data and images via the internet.	\$ 7,250	\$1,595			10

2. The following component and related services are added to the Agreement:

Software Modules Purchased Description	Purchase Price	Annual Fee	Project Mngmt Hours	Training Services Hours	Conversion Services Fixed	Impl. Services Hours	Go Live Services Hours	Staging Services Fixed
<b>iDoc Market</b> o Web interface allowing access to data / images via the internet. o eCommerce (i.e. credit card transactions - Tyler pays fees) o Revenue share with Tyler 80/20 and 60/40 o Requires hosted at Tyler facility: \$100/mo or \$1200 annually	\$ 7,250	\$ 1,740  \$ 1,200	2	2		10		\$ 300

3. Upon the Effective Date, Tyler will credit Client's account in the amount of \$8,924.75 for fees relating to iDoc Web.
4. Upon the Effective Date, Tyler will invoice Client for the purchase price of iDoc Market. The annual fee will be invoiced upon the date Tyler makes iDoc Market available to Client, fees for professional services will be invoiced as incurred.
5. Exhibit 3, attached to this Amendment, is added to the Agreement as an exhibit.

6. All terms and conditions of the Agreement no herein amended shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date(s) set forth below.

Tyler Technologies, Inc.  
Local Government Division

Laramie County

By: 

By: \_\_\_\_\_

Name: Janet Joiner

Name: \_\_\_\_\_

Title: Executive VP- Finance

Title: \_\_\_\_\_

Date: 3-4-2015

Date: \_\_\_\_\_



### Additional Terms for iDoc Market

The following additional terms apply only to Client's use of iDoc Market. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. All terms contained in the Agreement not superseded herein shall govern Client's use of iDoc Market.

1. License Term. Client's license to use iDoc Market shall be for a one (1) year term, commencing on the Effective Date of this Amendment, and shall auto-renew for an additional one (1) year term, unless terminated in writing by either party on at least sixty (60) days written notice.
2. iDoc Market Services. Tyler will host iDoc Market on a website accessible over the Internet in exchange for a fee. The website will contain both static information pages, non-static interactive pages, and payment function pages equipped to accept credit/debit card payment of fees and other amounts from users via Secured Socket Layer (SSL) encryption (together, "iDoc Market Services"). Ckuebt will refer users to iDoc Market.
3. Source Data. Client will source your land records that Tyler will make available on iDoc Market. All data to be displayed on iDoc Market is public and Client authorizes Tyler to display such data on iDoc Market. Tyler will:
  - a. host Client's data at a secure data center, and
  - b. upload Client's data to the iDoc Market website up to four (4) times per day.
  - c. assume responsibility for affecting all data transfers, but Client is responsible for the accuracy of the data.
4. Connectivity and Site Requirements. Client will:
  - a. maintain a high-speed internet connection capable of efficiently uploading data to Tyler's data center (at least 1.5 mbps download and 512 kbps upload) with a static IP address;
  - b. install and run Tyler Web Services, which require a dedicated IP address (wireless internet connections are not sufficient);
  - c. provide Tyler with an IP connection to Client's network through Citrix GotoAssist
5. VPN. Tyler is not responsible for purchase of VPN client software license or configuration of Client's firewall settings.
6. Transaction Costs. Tyler will pay all transaction costs, including credit card processing, associated with the iDoc Market Services. Tyler will also provide unlimited telephone support, support via Internet, and all software upgrades, enhancements and new releases at no additional costs to Client.
7. Hosting Fee. Client will pay Tyler a monthly hosting fee in the amount of \$100.00.
8. User Fees.
  - a. A user will be assessed a fee based on the length of time the user accesses records and/or on the quantity of records accessed. The fee shall depend upon whether the user purchases a subscription to



iDoc Market ("Subscription User") or not ("Non-Subscription User.")

- i. Subscription Users will be assessed a monthly fee, allowing unlimited access to records available on iDoc Market. Subscription Users may also be charged for documents viewed and/or images printed.
  - ii. Non-Subscription Users will be charged non-subscription transaction fees, which include fees for both general system access and for document viewing and image printing.
- b. Revenue generated from user fees will be divided as follows:
- i. For Subscription Users, Client will receive eighty percent (80%) of the subscription fee and every subscription transaction fee.
  - ii. For Non-Subscription Users, Client will receive sixty percent (60%) of every Non-Subscription transaction fee.
- c. Tyler will calculate Client's share of revenue from user fees on a monthly basis. Tyler will pay you that amount, less the monthly hosting fee. If, in any month, Client's share is less than the monthly hosting fee, Tyler will invoice Client for the difference. Payments are due within forty-five days of the date of invoice.
9. Payment Modifications. Tyler may modify user fees and sharing percentages on an annual basis.