

**ADDENDUM AND ACCEPTANCE OF SALES QUOTATION  
FOR IDM DOCUMENT ALERT for iDoc Market  
between  
Laramie County and Tyler Technologies, Inc.**

THIS ADDENDUM is made and entered into by and between Laramie County, 309 West 20<sup>th</sup> Street, P.O. Box 608, Cheyenne, Wyoming 82003-0608 (COUNTY) and Tyler Technologies, Inc., 1 Cole Haan Drive, Yarmouth, Maine 04096 (CONTRACTOR). The parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to demonstrate acceptance of the quotation, and to create and/or modify terms associated with the "IDM Document Alert for iDoc Market" as indicated in attachment 'A' to this agreement, entitled 'Sale Quotation which is fully incorporated herein. (This Addendum and the Attachment hereinafter referred to as AAgreement@) between COUNTY and CONTRACTOR.

**II. TERM**

- A. This Addendum and Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum, and shall remain in full force and effect until terminated in accordance with the terms of this Agreement and Addendum or pursuant to federal or state statute, rule or regulation.
- B. As indicated in Attachment A, the purpose of this addition is an enhancement to the iDoc Market. Its purpose is to provide automated e-mail alerts, detailing potential fraud situations at no charge to constituents, thereby "increasing transparency and goodwill within the county." Utility to the County and its constituents relies on use by the referenced constituents and the reception by this demographic. Continuation of this additional service may cease to be, or not provide, a meaningful benefit to the County. As a result, this addition to the iDoc Market may be terminated by the County upon a reasonable written notice of no less than sixty (60) days and payment of any outstanding balances or services for this additional service to CONTRACTOR.

**III. PAYMENT**

CONTRACTOR shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. Payment shall be in accord with the prices indicated in the 'Sales Quotation' attached hereto as Attachment 'A.' Payments shall be in accordance with Wyo. Stat. Ann. ' 16-6-602 (as amended). No payment shall be made before the last signature is affixed to the Agreement and this Addendum.

#### IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall supply the software, services and implementation as indicated in Attachment 'A.'
- B. CONTRACTOR agrees to retain all required records directly pertinent to this specific agreement for three (3) years after the COUNTY makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

#### V. ADDITIONAL PROVISIONS

A. Entire Agreement: This Addendum (4 pages) and the Agreement (3 pages), represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

B. Modification: The Agreement and this Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

C. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were gratuities, kick-backs or contingency fees made contingent upon the award of the Agreement and this Addendum.

D. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. ' ' 1-39-101 through 121 (as amended), by entering into the Agreement and this Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law.

E. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Agreement and this Addendum described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from the Agreement and this Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement and this Addendum.

F. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement and this Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

G. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

H. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

I. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Attachment, the provisions and conditions set forth in this Addendum shall control.

J. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

**[Remainder of the page intentionally left blank]**

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LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

Tyler Technologies:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature Title: \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM ONLY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Attorney's Office

Attachment A



Quoted By: Erin Walker  
 Quote Expiration: 11/20/24  
 Laramie County, WY -  
 ment Alert for iDoc  
 Quote Name: MarketExcellent

**Sales Quotation For:**  
 Laramie County  
 309 W 20th St  
 Cheyenne, WY 82003  
 Phone: +1 (307) 633-4303

**Tyler Software**

Description	Software Total	Year One Maintenance
<b>Records Management</b>		
IDM Document Alert		
<b>TOTAL</b>	<b>\$ 7,250</b>	<b>\$ 1,740</b>

**Professional Services**

Description	Extended Price	Maintenance
<b>Records Management</b>		
Project Management Implementation		
<i>Total Hours</i>	<b>9</b>	
<b>TOTAL</b>	<b>\$ 1,350</b>	<b>\$ 0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 7,250	\$ 1,740
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 1,350	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 8,600</b>	<b>\$ 1,740</b>
<b>Contract Total</b>	<b>\$ 10,340</b>	

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.#: \_\_\_\_\_

**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.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o 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.
  - o 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.
  - o 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.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o 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.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

## **Document Alerts – iDoc Market Feature**

**Project Objective:** Allow iDoc Market users to set up Document Alerts

Document Alerts is a solution that will generate and send automated email notifications detailing the recordings, which can be used to determine whether acts of fraud have been committed or if the recordings are valid for that constituent.

### **Project Overview**

- Recordings are verified on a nightly basis, triggering the creation of automated email alerts detailing potential fraud situations.
- The alerts are offered at no charge to constituents, increasing transparency and goodwill within the county.
- Email alerts can be configured based on name or parcel number within a constituent's iDoc Market account.
- Tyler handles the collection of any subscription fees and reimburses to the county.
- Constituents have the ability to view indexed information for the recorded document in question, or an image of the actual document if they have a paid subscription with the county, by clicking the hyperlink within their automated email alert.
- Ability to set up automated alerts across multiple jurisdictions, as long as those jurisdictions utilize iDoc Market.

### **Project Prerequisites and Requirements**

- iDoc Market is required to use Document Alerts
- An additional license for the Document Alert feature is required.
- Upon acquiring licensing for Document Alerts, Support can activate the service through IDM Admin account.

### **Outside of Project Scope**

**Acceptance** The following process will be used for accepting Deliverables and Control Points:

1. Customer shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If Customer does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld Tyler deems the Deliverable or Control Point as accepted.
2. If Customer does not agree the particular Deliverable or Control Point meets requirements, Customer shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
3. Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. Customer shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If Customer does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deem the Deliverable or Control Point as accepted.

**Additional Notes** The enclosed scope is good-faith estimate. Any changes in scope may require an additional scope of work with additional cost. Any additional consultation from Tyler may increase scope and may require additional billable time done on a time and materials basis.