

**PARTICIPATING ADDENDUM**



**CITIZEN ENGAGEMENT PLATFORMS**

Led by the State of Utah

Master Agreement #: AR3764      Participating Addendum #: PADD20245497

Contractor: **TYLER TECHNOLOGIES, INC.**

Participating Entity: **STATE OF IDAHO**

**Scope and Participation:**

1. Scope:

- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: All state of Idaho agencies and public agencies (as defined by Idaho Code, Section 67-2327) (both referred to as "Purchasing Entities" within this PA) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Agreement and those within this PA. Public agencies include any city or political subdivision of the state of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the state of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Issues of interpretation and eligibility for participation are solely within the authority of the Administrator of state of Idaho Division of Purchasing, within the Department of Administration.

3. Term:

- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

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**CONTRACTOR:**

Name:	Tyler Technologies, Inc. – Roxanne Nydegger
Address:	One Tyler Way, Yarmouth, ME 04096
Telephone:	(913)489-5218
Email:	NASPO@tylertech.com

**PARTICIPATING ENTITY:**

Name:	David Miller, State of Idaho Division of Purchasing
Address:	650 W. State St., Room 100, Boise, ID 83702
Telephone:	(208) 332-1604
Email:	<a href="mailto:ContractAdmin@adm.idaho.gov">ContractAdmin@adm.idaho.gov</a>

**Participating Entity Modifications and Additions to the Master Agreement**

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

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- I. **GOVERNING LAW.** This PA and all orders issued thereunder by Purchasing Entities shall be construed in accordance with and governed by the laws of the state of Idaho. Any actions to enforce the provisions of this PA shall be brought in State district court in Ada County, Boise, Idaho.
  
- II. **ASSIGNMENT, MERGER, CONSOLIDATION OR CHANGE OF CONTRACTOR**
  - A. Consent Required. Assignments, mergers, consolidations, and changes of the Contractor under this PA are subject to the provisions of Idaho Code sections 67-1027 and 67-9230. Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from the PA, or delegate any of its performance obligations, without the express written consent of the Purchasing Administrator and the Idaho Board of Examiners. Any entity into which Contractor may be merged or with which it may be consolidated, any entity resulting from any merger or consolidation to which Contractor is a party, or any entity succeeding to the business of Contractor shall not become the successor of Contractor without first obtaining the prior written approval of the Administrator of the Division of Purchasing and the Idaho State Board of Examiners.
  
  - B. Effect of Non-Compliance. At the option of the Purchasing Administrator, transfer without approval required by this section shall cause the annulment of the Contract. All rights of action for any breach of this Contract are reserved to the State notwithstanding such annulment. As provided in Idaho Code section 67-1027, the State shall not be obligated to pay the assignee until the assignment is recognized by the Idaho Board of Examiners and no damages shall accrue to Contractor or the assignee arising from the State's assignment and payment processes pursuant to Idaho Code sections 67-1027 and 67-9230
  
  - C. Assignment of Payments. Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the Participating State shall have no obligation to make payment to an assignee until thirty (30) calendar days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The Participating State may treat violation of the clause as an event of default.
  
- III. **AMENDMENTS**
  - A. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PA unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor, which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this

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section will result in the Master Agreement amendment automatically being incorporated in this PA.

- B. If the Contractor adjusts its prices specifically for Idaho pursuant to this PA due to Idaho's administrative fee (see section XIII, **Reporting and Idaho Technology Administrative Fee**, below), then the Contractor must provide an updated price list to the Division of Purchasing prior to price changes being effective.

**IV. TERMINATION**

- A. Termination of PA for Convenience. The Participating State may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination.
- B. Termination of Order for Convenience. A Purchasing Entity may terminate its Order for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination. This authority shall apply to all new Orders as well as any Orders incorporated pursuant to Section XII of this PA. Contractor will be compensated for products or services rendered prior to the termination effective date.
- C. Termination for Fiscal Necessity. The State is a government entity, and it is understood and agreed that the State's payments under an Order placed under the PA shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time.

The State reserves the right to terminate the PA in whole or in part, and a Purchasing Entity reserves the right to terminate its order placed under the PA if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State or Purchasing Entity to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Contractor will be compensated for products or services rendered prior to the termination effective date. Further, in the event that funds are no longer available to support the Contract, as described herein,

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the State and Purchasing Entity shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

- V. PUBLIC RECORDS.** Pursuant to Idaho Code title 74, chapter 1, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The Division of Purchasing and Purchasing Entities will not accept the marking of an entire document as exempt. In addition, the Division of Purchasing and Purchasing Entities will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. If the State or Purchasing Entity receives a request for materials claimed exempt by the Contractor, the State or Purchasing Entity shall notify the Contractor and shall request a redacted copy of the document. If Contractor does not provide a redacted version within two (2) business days of being notified of the public records request, the State or Purchasing Entity shall disclose the original document. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State or Purchasing Entity, or to provide a redacted copy within the specific time, shall constitute a complete waiver of any and all claims against the State or Purchasing Entity for damages caused by any such release.

The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. If the State honors an exemption from the Idaho Public Records Act identified by Contractor, Contractor shall provide, at its expense the legal defense for such claim.

- VI. INDEMNIFICATION.** Contractor shall indemnify, defend and hold harmless the State, Division of Purchasing, state agencies, and any Purchasing Entity, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits caused by or arising out of Contractor's negligent or wrongful performance, acts or omissions under the PA and any Orders placed pursuant to the PA, including those incorporated pursuant to Section XII of this PA, or Contractor's failure to comply with any state or federal statute, law, regulation or rule. This indemnification shall not apply to liability, claims, damages, losses, expenses, actions,

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attorneys' fees, and suits solely caused by or arising out of negligent or otherwise wrongful acts, errors, omissions or fault of the State, including any state agencies, or any Purchasing Entity, or their employees, agents, representatives, or assigns.

- VII. LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, in no event shall Contractor be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if Contractor has been advised of the possibility of such damages. Contractor's liability for damages to the State for any cause whatsoever is limited to ten million dollars (\$10,000,000); provided, however, that the following shall not be subject to the foregoing limit:
- A. Contractor's obligations under the patent and copyright indemnity required by this Agreement;
  - B. Contractor's failure to obtain the insurance required by this Agreement;
  - C. Claims for personal injury, including death;
  - D. Claims for damage to real property or tangible property to the extent damages arise from the Contractor's negligent acts or omissions or willful misconduct under the Agreement;
  - E. Damages arising from the reckless or willful misconduct of the Contractor, its employees, its subcontractors, or its agents; and
  - F. Government fines and penalties not imposed by the State to the extent damages arise from the Contractor's negligent acts or omissions or willful misconduct under the Agreement.
- VIII. INSURANCE.** In addition to the insurance types listed in the Master Agreement, Contractor shall also maintain the following:
- A. *Commercial Automobile* liability including owned (if any), non-owned, and hired liability with a combined single limit of one million dollars (\$1,000,000) each accident, and one million dollars (\$1,000,000) aggregate. If necessary, commercial umbrella or excess policy may be used to meet the limits required, providing the automobile liability is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements for acceptable carriers detailed in the Master Agreement.
  - B. *Professional Liability for IT Technology (or Technology Errors and Omissions) Insurance*, including security and privacy liability with limits of two million dollars (\$2,000,000) each claim/loss and four million dollars (\$4,000,000) aggregate. The policy shall cover professional errors and omissions for those services defined in the scope of services in the Master Agreement, this PA, or an Order pursuant to this PA. In the event that the professional liability insurance required by the PA is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised or purchased, if commercially and reasonably available, for a period of two (2) years beginning at the time work under this PA is completed. If Contractor contends that any of the insurance it maintains pursuant to other sections of this Section, or Section XX of the Master Agreement, satisfies this requirement (or otherwise insures the risks described in this

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Section), then Contractor must provide proof of the same. The insurance shall provide coverage for the following risks:

- i. Liability arising from theft, dissemination, and use of confidential information (including but not limited to bank account, credit card account, personal information, such as name, address, social security numbers, etc., information) stored or transmitted in electronic form;
- ii. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure; and
- iii. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third party's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

C. *Commercial Crime/Employee Theft* coverage. Contractor shall maintain Employee Dishonesty coverage with a limit of one million dollars (\$1,000,000) each loss, and one million dollars (\$1,000,000) annual aggregate including coverage for Client's Property with the State included as Joint Loss Payee.

**IX. USE OF THE STATE OF IDAHO NAME.** Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

**X. REQUIRED CERTIFICATIONS**

A. Boycott of Israel. Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the PA exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

B. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

**XI. PROHIBITED TERMS**

A. The Division of Purchasing and other Purchasing Entities in Idaho do not have the authority to bind the state of Idaho or an agency to the following terms. If the Master Agreement, amendment to the Master Agreement, or Order (including those Orders incorporated pursuant to Section XII) contain such a term, the term shall be void pursuant to Idaho Code section 67-9213.

- i. Terms waiving the sovereign immunity of the state of Idaho;

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- ii. Terms subjecting the state of Idaho or its agencies to the jurisdiction of the courts of another state;
  - iii. Terms limiting the time in which the state of Idaho or its agencies may bring a legal claim under the PA to a time shorter than that provided in Idaho law; and
  - iv. Terms imposing a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code.
- B. Unless specifically authorized by the Idaho legislature, terms requiring an agency or the state of Idaho to indemnify a vendor shall be subject to the provisions of sections 59-1015, Idaho Code, and require an appropriation by the Idaho legislature. Indemnification terms not specifically authorized by the Idaho legislature or subject to appropriation shall be void pursuant to Section 67-9213, Idaho Code and Section 59-1016, Idaho Code.

## **XII. ORDERS**

- A. Presumptive Applicability of PA. Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement and this PA, unless the parties to the order agree in writing that another contract or agreement applies to the order.
- B. Incorporation of Existing Agreements. Several public agencies in Idaho have previously entered into agreements with Idaho Information Consortium, LLC ("Tyler Idaho"), affiliate of Contractor, pursuant to, or incorporated by, "Access Idaho Services Agreement" between the Idaho Office of Information Technology Services (ITS) and Tyler Idaho, signed in 2019 and later amended ("legacy service agreements"). The services provided under these agreements will now be offered pursuant to this PA. This PA hereby incorporates by reference all active legacy service agreements as Orders pursuant to this PA, as if set forth in their entirety, subject to the following conditions:
- i. To the extent that the terms of the legacy service agreements conflict with the terms of this PA or the Master Agreement, the terms of the PA and Master Agreement shall take precedence, as detailed in Section III.1 of the Master Agreement;
  - ii. Services detailed in the Access Idaho Services Agreement itself, including maintenance of the Idaho.gov website, are not included in this Section XII and will not be incorporated into this PA;
  - iii. Within ninety (90) calendar days after execution of this PA (the "Transition Period"), rates charged for all legacy services shall comply with the pricing structure and rates detailed in Section XIV, below. Any changes to legacy services or pricing shall be negotiated with the Purchasing Entity and captured in writing through the termination of the legacy service agreement and placement of a new Order under the PA. The Idaho Technology Administrative Fee and Reporting requirements detailed in Section XIII of this PA shall begin upon execution of this PA;



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- iv. For purposes of reporting, the Order date of legacy service agreements being incorporated into this PA shall be upon expiration of the Access Idaho Services Agreement, as amended; the terms of this PA and Master Agreement shall take precedence on the Order date, except as detailed in Section XII.B.ii, above; and
- v. The right of the Purchasing Entity to terminate its Order for convenience, as detailed in Section IV.B of this PA, shall apply to all legacy service agreements incorporated as Orders pursuant to this Section.

C. Negotiation of Additional Terms. Purchasing Entities may have specific business needs unique to their agency or project. A Purchasing Entity may negotiate with Contractor to include additional or different terms in an Order to address such needs. When such terms are included in an Order, they shall take precedence over the terms of this PA; provided, however, that a Purchasing Entity may not include terms identified as prohibited in Section XI or negotiate fees higher than those detailed in Section XIV of this PA.

**XIII. REPORTING AND IDAHO TECHNOLOGY ADMINISTRATIVE FEE**

A. Idaho Technology Administrative Fee. A Technology Administrative Fee will apply to all credit card transactions processed under this PA. On a quarterly basis, the Contractor shall remit to ITS an amount equal to one-half percent (0.5%) of all credit card transactions processed by Contractor under the PA for the preceding quarter. The credit card processing fees added to payment processing transactions shall be inclusive of the Idaho Technology Administrative Fee. For example: A \$100 transaction with a 2.5% processing fee. The fee is calculated to be \$2.50. The Idaho Technology Administrative fee portion is \$0.50 and the Contractor retains \$2.00 (subject to the NASPO Administrative Fee). Idaho Technology Administrative Fee Payment checks shall be made out and mailed to:

Office of Information Technology Services  
11331 W. Chinden Blvd., Suite B201  
Boise, ID 83714

B. Reporting Timeline. Administrative Fee payments and reports to ITS are due no later than sixty (60) calendar days after the end of each calendar quarter detailed below:

1<sup>st</sup> Quarter: July 1 – September 30  
2<sup>nd</sup> Quarter: October 1 – December 31  
3<sup>rd</sup> Quarter: January 1 – March 31  
4<sup>th</sup> Quarter: April 1 – June 30

C. Required Reports. The Quarterly Detailed Usage Report must accompany each Administrative Fee payment and be furnished electronically in Microsoft Excel format. The Detailed Usage Report must include at least the following: the public agency on behalf of which Contractor is processing credit card transactions, a description of the

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transaction (e.g., vehicle registration), the number of transactions in the preceding quarter, the dollar amount of the transactions for the preceding quarter, and the applicable processing fee.

The report must be emailed to: [ITSFinancialServices@its.idaho.gov](mailto:ITSFinancialServices@its.idaho.gov)

### **XIV. LIMITATIONS ON FEES**

A. For services other than those detailed below, the cost of services shall be the cost negotiated by the Purchasing Entity, not to exceed the costs detailed in the Master Agreement.

B. Fees shall be limited as follows. Purchasing Entities may not negotiate higher fees unless explicitly permitted to do so in this section.

- i. Credit card processing fees shall not exceed two and one-half percent (2.5%) which includes the NASPO Value Point Administrative Fee and the Idaho Technology Administrative Fee.
- ii. All other products and services shall be paid in accordance with the legacy services agreements, or the Order signed by the Purchasing Entity, not to exceed the pricing in Contractor's Master Agreement. This includes additional flat fees associated with the cost of processing payments other than Visa, MasterCard or Discover (e.g., AMEX, PayPal, or other payment types), development and maintenance of a custom application such as a shopping cart, Appointment Scheduler/TeleGov; Engagement Builder; PayPort OTC; Scheduled Payments; and Prompt Pay.
- iii. Notwithstanding any limitations detailed in this section, Contractor may continue to charge the fees permitted in the legacy service agreements during the Transition Period. If the Contractor and Purchasing Entity are not able to negotiate a new Order for legacy services being provided at a price that is not compliant with this section, the credit card processing fee shall be updated to comply with section XIV.B.i, and no additional fees may be charged for credit card processing. Contractor may terminate any legacy service agreement for convenience with thirty (30) days' notice.
- iv. Contractor shall clearly identify all fees associated with its services in Orders, and shall not charge any fees in excess of those detailed in subsection XIV.B.i, above, or the Order, without prior written authorization from the Purchasing Entity.

**XV. ADDITIONAL REPORTING.** In addition to the reporting detailed in Section XIII above, Contractor shall provide a copy of all Orders, including legacy service agreements, as amended, within ninety (90) days of the effective date; and a quarterly report of all active Orders from the preceding quarter including at least the following information: public agency, description of services, status, total/ongoing cost, and amount paid during the preceding quarter. The Division of Purchasing and ITS may also request additional ad hoc reports and shall work with Contractor to determine appropriate format and timing for such additional reports.

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- XVI.** Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**PARTICIPATING ENTITY**

**CONTRACTOR**

Signature: 	Signature: 
Name: Valerie Bollinger	Name: Elizabeth Proudfit
Title: Administrator, Division of Purchasing	Title: Division President
Date: 1/31/2024	Date: 1/31/2024

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).



PURCHASE ORDER  
for Products and Services from  
Tyler Technologies, Inc.  
NASPO ValuePoint Platform Management and Master Data Management  
Contract AR3764

This Purchase Order Number (“Purchase Order” or “PO”), dated June 13, 2024 is issued pursuant to Tyler Technologies, Inc.’s NASPO ValuePoint Citizen Engagement Platform Master Agreement (“Master Agreement”) which was awarded from the State of Utah, Division of Purchasing, acting as the lead state (“Lead State”) for the NASPO ValuePoint Cooperative Purchasing Program (“NASPO”), and the State of Idaho’s Participating Addendum dated January 31, 2024, (the “Participating Addendum”) (collectively the “Prime Contract”). Pursuant to said Prime Contract, this Purchase Order is made by and between Tyler Technologies, Inc. (“Contractor”) and the State of Idaho, Division of Purchasing on behalf of Idaho State Police (hereinafter referred to as “Purchasing Entity”). Unless otherwise indicated herein, capitalized terms used in this PO without definition shall have the respective meanings specified in the Prime Contract and all section, schedule and attachment references in this PO shall be to applicable sections, schedules and attachments of the Prime Contract.

- New Purchase Order – this PO is issued subject to the terms and conditions of the Prime Contract.
- Change Order/Amendment/Modification – except as provided herein, all terms and conditions of the original Purchase Order remain unchanged.

Name of Purchasing Entity/Department:	Date of Order:	Start Date:	End Date:
State of Idaho, Division of Purchasing on behalf of Idaho State Police	June 13, 2024	July 1, 2024	June 30, 2027, with two annual renewal terms, as set forth in Section 2 below
Purchasing Entity POC:			
Name: Lt. Colonel Bill Gardiner			
Email: Bill.Gardiner@isp.idaho.gov			
Phone: (208) 884-7004			
Purchasing Entity Mailing Address:		Purchasing Entity Billing Address (if different):	
Idaho State Police 700 S. Stratford Drive Meridian, Idaho 83642		Idaho State Police 700 S. Stratford Drive Meridian, Idaho 83642	
Additional Contact for Notices: Idaho Division of Purchasing Contracts Administration contractsadmin@adm.idaho.gov			

Contractor: Tyler Technologies, Inc.	Address: 5101 Tennyson Parkway Plano, TX 75024	EIN: 75-2303920
Contractor POC:		
Name: Charles Olson		
Email: Charles.Olson@tylertech.com		
Phone: (720) 837-5418		
Additional Contact for Notices: As set forth in Exhibit D, Public Safety SaaS EULA		

Product Name:	Description:	Professional Services:	Order Price:
Computer Aided Dispatch;  Law Enforcement Records Management System;  Public Safety Analytics;  Mobile;  Data Archive;  Third Party Software and Services as shown on Ex. A	See quote attached as Ex. A for full description of products and services	See quote attached as Ex. A for list of professional services	See quote attached as Ex. A for prices
Total Order Amount – Initial Term:			\$3,121,930
Total Order Amount – First Two Renewal Terms:			\$1,804,137
Five-Year Total:			\$4,926,067

1. Services to be Performed. The professional services identified on Exhibit A shall be performed in accordance with the Statement of Work attached hereto as Exhibit B.
2. SaaS Term. The initial SaaS Term shall commence on July 1, 2024 and continue for three (3) years, through June 30, 2027. Thereafter, the SaaS Term shall renew for two (2) additional one (1) year periods, unless terminated by either party pursuant to the applicable termination provisions under the Master Agreement and End User License

Agreement. After Year Five (5), the SaaS Term shall renew by mutual agreement of Purchasing Entity and Contractor.

3. Payments.

a. SaaS Fees.

- i. SaaS Fees shall be invoiced annually in advance commencing on July 1, 2024. Annual SaaS fees for Year One (1) of the initial term are set forth in Exhibit A. Annual SaaS fees for Years Two (2) and Three (3) of the initial term, and SaaS Fees for the first two (2) renewal terms thereafter, will increase by no more than five percent (5%) year over year, through June 30, 2029. Subsequent SaaS Fees for any additional renewal years shall be invoiced annually in advance at the current rates shown on the NASPO Master Agreement Pricing Schedule.
- ii. Professional Services fees identified on Exhibit A will be invoiced on a fixed-fee basis upon completion of the following milestones:

<b>Project Stage</b>	<b>Statement of Work (SOW) Milestone Completion</b>	<b>Invoice Amount</b>
1	Control Point 1: Initiate & Plan Stage	10%
2	Control Point 2: Assess & Define Stage	10%
3	Control Point 3: Prepare Solution Stage	20%
4	Control Point 4: Production Readiness, End User Training	25%
5	Control Point 5: Production Stage (Go-Live)	25%
6	Control Point 6: Close Stage Completion	10%
	<b>Total</b>	<b>100%</b>

- iii. Third Party Software license fees and first year maintenance fees shall be invoiced when such software is made available.
- iv. Third Party SaaS Fees are invoiced annually in advance, commencing with the availability of the respective Third Party SaaS services.
- v. Third Party Hardware shall be invoiced upon delivery.
- vi. Third Party Services shall be invoiced as delivered.
- vii. Travel expenses shall be invoiced as incurred.

4. Payment Terms. Payment on each invoice is due 30 days after receipt of an undisputed invoice by Purchasing Entity. Prices included in the total Order Price shall not exceed the pricing as set forth in the NASPO Master Agreement Pricing Schedule.

5. Terms and Conditions:

- a. The following documents and in the Order of Precedence listed, are incorporated by reference, into this PO and are legally binding:

- The Participating Addendum (“PA”);
- The Master Agreement, including all attachments thereto, including the product-specific End User License Agreements and SLAs; and
- This Purchase Order, including Exhibits A (Quote), B (Statement of Work), and C (Interface Control Document) attached hereto.

For the avoidance of doubt, the product-specific EULA applicable to this Purchase Order is the Public Safety Software as a Service Agreement (“Public Safety SaaS EULA”), which is attached for reference as Exhibit D to this Purchase Order.

- b. Pursuant to Section XII(C) of the PA, Purchasing Entity and Contractor agree to the following additional terms:
- i. Administrative Fee. For the avoidance of doubt, the Technology Administrative Fee and associated reporting referenced in Section XIII of the PA do not apply to this Purchase Order.
  - ii. Background Checks. All of Contractor’s staff providing services under the Contract shall have undergone criminal background checks in accordance with CJIS requirements, and Contractor shall provide the results of such background checks to the Purchasing Entity. Upon the request of the Purchasing Entity, the Contractor shall cooperate with the Purchasing Entity in the Purchasing Entity obtaining, at the Purchasing Entity’s expense, additional criminal background checks for Contractor staff that the Contractor intends to utilize in the provision of services in accordance with CJIS requirements. If any Contractor staff are not acceptable to the Purchasing Entity based upon the results of a criminal background check showing their failure to meet CJIS requirements, the Purchasing Entity shall have the right to request that such Contractor staff not provide services under the Contract. The Contractor must comply with such requests and provide replacement Contractor staff in such cases. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity’s information among the Contractor’s employees and agents.
  - iii. Removal of Contractor Personnel. In the event Contractor’s personnel provide services that do not conform to Contractor’s services warranty, as set forth in Section C(5) of the Public Safety SaaS EULA, Contractor will be given an opportunity to correct the deficiency. In the event the deficiency persists, Purchasing Entity may require the removal of the personnel in question.
  - iv. Boycott of Various Industries. Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under this Purchase Order exceed one

hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Purchase Order engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of the Idaho Code.

v. Insurance Requirements.

1. The Contractor must carry the insurance set forth herein at its own expense. The Contractor must not commence work under the Contract until all insurance required herein is obtained and until the Contractor furnishes certificate(s), or other form(s), showing proof of current coverage to the State of Idaho. After work commences, the Contractor must keep in force all required insurance until the Contract is terminated. Failure to keep insurances current constitutes cause for termination of the Contract.
2. The Contractor must carry such insurance that will protect it from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from services provided under the contract whether such services be performed by Contractor' employees. Insurance requirements must apply to and cover the use of 1099 employees performing services on behalf of the Contractor. The State of Idaho shall be included as an additional insured on the required Commercial General Liability policy.
3. By requiring insurance herein, the State of Idaho and Idaho State Police do not represent that coverage and limits shall necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on any of the indemnities granted to Idaho State Police in the Contract.
4. Should the Contractor utilize any subcontractor, the subcontractor must comply with all insurance requirements set forth herein and the Contractor must provide evidence of subcontractor's insurance policies and certificates.
5. Contractor must carry and provide evidence of the following coverages:



- a. Commercial General or Umbrella Liability Insurance: Contractor must maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of \$1,000,000 each occurrence, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence and \$2,000,000 aggregate. CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b. Professional Liability: Contractor must maintain coverage for negligent acts, errors, or omissions with a liability limit of \$2,000,000. Coverage must be maintained in effect during the period of the Contract and for a period of two (2) years after termination/completion of the Contract, including for two (2) years after any warranty periods under the Contract are satisfied.
- c. Cyber Risk or Cyber Liability Insurance: Contractor shall maintain cyber liability insurance with limits of \$5,000,000.00. Coverage shall include claims involving, invasion of privacy, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and failure of network security. The policy shall provide coverage for breach response costs, cost of notifying affected parties, cost of providing credit monitoring to affected parties, cost of public relations consultants, regulatory compliance costs, regulatory fines and penalties where insurable by law, defense costs, regulatory response costs, costs of responding to regulatory investigations, and costs of settling regulatory claims. The date of inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and be maintained or Contractor shall purchase an extended reporting period of twenty-four (24) months from the expiration date of the policy.
- d. Extortion or Threats of Extortion: The cyber liability insurance must include coverage for extortion or threats or extortion coverage.

- e. Workers' Compensation and Employer's Liability:  
Contractor and all employers providing work, labor or materials under the Contract are subject employers under the Idaho or relevant State and Federal Worker's Compensation Law; must comply with all relevant Statutes regarding Workers' Compensation; and must maintain worker's compensation and employer's liability coverage. The Worker's Compensation coverage must satisfy all relevant jurisdictional laws for all subject workers.

The Employer's Liability coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. The commercial umbrella and/or employer's liability limits must be \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury, and \$1,000,000 each employee for bodily injury by disease.

Contractor must provide either a certificate of worker's compensation insurance issued by an insurer eligible to write worker's compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state which has a current reciprocity agreement with the Idaho Industrial Commission.

- f. State of Idaho and Idaho State Police as Additional Insureds: The commercial general liability insurance coverage required for performance of the Contract must include the State of Idaho, Idaho State Police, the Division of Purchasing, and their respective officers and employees as additional insureds, but only with respect to the Contractor's activities to be performed under the Contract. Certificates of insurance shall evidence the State of Idaho and its agencies as Additional insureds. The Contractor must provide proof of additional insured coverage by providing endorsements indicating this coverage. The endorsements must also show the policy numbers and the policy effective dates.

If a liability insurance policy provides for automatically endorsing additional insureds when required by contract then, in that case, the Contractor must provide proof of the State of Idaho, Idaho State Police, the Division of Purchasing, and their respective officers and employees being additional insureds by providing copies of the policy pages which clearly identify the blanket endorsement.

6. Notice of Cancellation or Change. The Contractor will provide 30 days' notice of cancellation or non-renewal.
7. Acceptable Insurers and Deductibles. Insurance coverage required under the Contract must be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and who are in good standing and eligible to transact business in Idaho. The Contractor must be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage maintained by the State of Idaho on or related to the Contract with respect to Commercial General Liability. Policies may contain deductibles, but such deductibles must not be deducted from any damages due the State of Idaho or Idaho State Police.
8. Tail Coverage. If any of the liability insurance required for the Contract is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of the Contract for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail coverage" provided the retroactive date is on or before the effective date of the Contract, or twenty-four (24) months "prior acts" coverage is provided. The Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.
9. Waiver of Subrogation. The Commercial General Liability policy must contain waivers of subrogation in favor of the State of Idaho, Idaho State Police, the Division of Purchasing, and their respective officers and employees for losses or recovery of damages to the extent these losses or damages are covered by the required policies and/or caused by and to the extent of Contractor's or its subcontractor's negligence.

SIGNATURE PAGE FOLLOWS

I agree to be bound by the Terms and Conditions described above. In witness whereof, I execute this Purchase Order as of the date listed below. By signing this Purchase Order below, I represent that I am fully authorized to sign this Purchase Order.

Purchasing Entity:	State of Idaho, Division of Purchasing on behalf of Idaho State Police
Signature:	<b>Robert L. Morlan</b> <small>Digitally signed by Robert L. Morlan Date: 2024.06.14 15:48:11 -06'00'</small>
Name:	Bob Morlan
Title:	Purchasing Supervisor
Date:	6/14/2024

Contractor:	Tyler Technologies, Inc.
Signature:	<i>Sherry Clark</i>
Name:	Sherry Clark
Title:	Group General Counsel
Date:	6/13/2024

**AMENDMENT NO. 1**  
**to the**  
**PURCHASE ORDER (PO)**


dated June 13, 2024, between Tyler Technologies, Inc. and State of Idaho, Division of  
Purchasing on behalf of Idaho State Police, pursuant to  
NASPO ValuePoint Platform Management and Master Data Management Contract AR3764  
(Master Agreement)  
and the State of Idaho Participating Addendum # PADD20245497 (PA)


Pursuant to Section XII(C) of the PA, the above-referenced PO between the Idaho State Police (ISP) and Tyler Technologies, Inc. (Tyler) is hereby amended to include the following additional terms:

1. Access to and use of criminal history record information and other sensitive information maintained in State of Idaho and FBI-managed criminal justice information systems by Tyler are subject to the FBI CJIS Security Addendum, attached hereto as Addendum A, which is incorporated by reference and made a part hereof as if fully appearing herein.

Except as expressly indicated in this Amendment, all other terms and conditions of the PO shall remain in full force and effect.

The authorized representatives of the parties have executed this Amendment and agree to be bound by its terms as of the date of the last signature affixed below.

<b>Purchasing Entity:</b>	State of Idaho, Division of Purchasing on behalf of Idaho State Police
<b>Signature:</b>	
<b>Name:</b>	Mike Gwinn
<b>Title:</b>	Contract Administration Supervisor
<b>Date:</b>	February 26, 2025

<b>Contractor:</b>	Tyler Technologies, Inc.
<b>Signature:</b>	
<b>Name:</b>	Rachel Mehlsak
<b>Title:</b>	Sr. Corporate Attorney
<b>Date:</b>	2/13/25

## **Addendum A**

### **FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### **1.00 Definitions**

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

#### **2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

#### **3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

#### **4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306