

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.22
(ID # 21494)**

**MEETING DATE:
Tuesday, May 02, 2023**

FROM : PROBATION:

SUBJECT: PROBATION: Approve Amendment No. 3 to the Agreement to provide a Record Case Management Supervision Software System with Tyler Technologies, Inc., All Districts. [Total Cost \$491,790, 100% Department Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 3 to the Agreement to provide a Record Case Management Supervision Software System with Tyler Technologies, Inc. to increase the total contract aggregate amount by \$491,790 from \$7,078,008 to \$7,569,798 through May 10, 2026, and authorize the Chairman of the Board to sign said Amendment No. 3 on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved by County Counsel to sign amendments that exercise the options of the agreement, including modifications to the statement of work that stay within the intent of the agreement.

ACTION:


Ronald L. Miller, Chief Probation Officer 4/10/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 2, 2023
xc: Probation

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$156,000	\$ 163,800	\$ 491,790	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: 100% Departmental Funds			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Probation Department (Probation) depends on a case management system, Juvenile Adult Management System (JAMS), to provide quick, accurate documentation and to share mission-critical information in real time to perform law enforcement functions. This system is an essential tool for Probation and while this system is vital, needs have evolved. Probation, for the past thirteen (13) years, has been utilizing the same technology to complete their most mission critical tasks.

The current JAMS system, developed internally by Probation information technology personnel, has been utilized by Probation since 2008. The system has gone through several upgrades to meet the changing requirements, demands of the department users, and legislation changes on the information maintained on the clients served. The system is running on a platform that limits the ability to extract and push out information or configure data in a usable manner without manual manipulation. Department operators of the system experience redundancy of tasks, utilizing other software to manage data, and an inability to comply with new State and Federal mandates without delays for system updates. This limits the ability to improve operations or achieve workflow efficiencies. Reporting requirements continually increase, with the need to find a simpler way to share and deliver information accurately and expeditiously an essential necessity.

The Probation Department has worked with Tyler Technologies, Inc. since the execution of their agreement, approved by the Board of Supervisors on May 11, 2021, Agenda Item 3.19, to replace its legacy system with Tyler's Record Case Management Supervision Software System, referred to as Enterprise Supervision (ESUP). Since the execution of the agreement in May 2021 an additional module called Supervision-Access has become available that will provide more cohesive service to Probation's clients (adults and juveniles). This service allows Probation clients access to view their terms, and conditions, and keep them in direct contact with their Probation Officer (PO). Clients will have access via a secured website or mobile application for their android or iOS cellphone. Probation Officers and clients may readily send direct messages back and forth regarding questions, schedule appointments, or communicate progress on ordered programs. These contacts are then recorded real-time in ESUP, thus saving hundreds of workload hours for Probation Officers throughout the department. In

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addition, since these communications will be automatically added to ESUP, all information the client has sent is readily available to all Probation Department staff even if the assigned Officer is not available.

Additionally, this service will provide appointment reminders to Probation clients via text messages and/or telephone calls. According to research studies, appointment reminders reduced a client's failure to appear for appointments by 30%. Probation clients can be violated for failure to appear and being non-responsive to their Probation Officer, as such by supporting both adult and juvenile clients with this new service it is anticipated failure to appear violations will be lowered.

Impact on Residents and Businesses

The case management system as a tool is critical for the support of day-to-day operations of Probation. ESUP will provide Probation personnel with the capability to manage, maintain, and share information, and efficiently serve their clients and other government entities they work with in partnership.

The additional tool, Supervision-Access, will enhance Probation's communication with their clients (adults and juveniles) by providing a location for clients to see all of their probation terms and conditions, and readily identify and communicate with their assigned Probation Officer. In addition, providing ongoing appointment reminders to the client may reduce technical violations being filed, and will save workload hours and therefore costs, hence overall provide a positive impact on citizens or businesses in the County of Riverside.

Additional Fiscal Information

The aggregate amount for this contract increases by \$491,790 to a total cost of \$7,569,797 over the term of this agreement.

Supervision-Access:

Annual Fee Payments	Year 1	Year 2	Year 3	Total
Annual Enterprise Supervision Access-Basic Fees	\$156,000	\$163,800	\$171,990	\$491,790

Contract History and Price Reasonableness

On May 11, 2021 (Item 3-19), the Board of Supervisors approved the Agreement to provide a Record Case Management Supervision Software System with Tyler Technologies, Inc. a result of utilizing the State of Nevada Department of Public Safety/Nevada Parole and Probation Division agreement with Tyler Technologies, Inc., also known as piggy-backing. The State of Nevada's agreement was awarded after a publicized competitive bid process. Tyler Technologies is providing the same terms as awarded through the State of Nevada agreement. Additionally, the agreement with Tyler Technologies, Inc., is based on the scope of services and

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the pricing is specific to Probation's work process needs and requirements. Piggybacking off other competitively bid governmental procurements meets the county's requirement of seeking competition and assists with expediting the implementation/acquisition of needed commodities and services.

Amendment No. 1 to the Agreement was executed on August 10, 2022, to add customizations to the Record Case Management Supervision Software System for Juvenile and Adult Probation, to increase the corresponding cost and hours by \$643,456 or 2,317 hours.

Amendment No. 2 was executed on December 29, 2022, to account for a credit of \$ 334,040 to be used towards the performance of additional professional services as specified in that said Amendment.

ATTACHMENT A. Amendment No. 3 - Tyler Technologies, Inc.


Meghan Hahn, Deputy Director of Procurement 3/27/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 4/11/2023

**AMENDMENT NO. 3 TO THE SERVICE AGREEMENT
TO PROVIDE
A RECORD CASE MANAGEMENT SUPERVISION SOFTWARE SYSTEM
BETWEEN
COUNTY OF RIVERSIDE
AND
TYLER TECHNOLOGIES, INC.**

This Amendment No. 3 to the Service Agreement to Provide a Record Case Management Supervision Software System (hereinafter "Amendment No. 3") is made and entered into by and between the County of Riverside, a political subdivision of the state of California, (hereinafter "COUNTY") and Tyler Technologies, Inc., a Delaware Corporation, (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Service Agreement to provide a Record Case Management Supervision Software System, approved May 11, 2021, Agenda Item 3.19, (hereinafter "Service Agreement"); and

WHEREAS, COUNTY and CONTRACTOR entered into that certain Amendment No. 1 to the Service Agreement, executed August 10, 2022, to add customizations to the Record Case Management Supervision Software System for Juvenile and Adult Probation and to increase the corresponding cost and hours by \$643,456 or 2,317 hours, (hereinafter "Amendment No. 1"); and

WHEREAS, COUNTY and CONTRACTOR entered into that certain Amendment No. 2 to the Service Agreement, executed December 29, 2022, to account for a credit of \$ 334,040 to be used towards the performance of additional professional services as specified in that said Amendment, (hereinafter "Amendment No. 2"); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Service Agreement to add Tyler's Enterprise Supervision Access Software and to increase the budget to \$7,569,797, as further detailed herein.

NOW THEREFORE, in consideration of the mutual promises contained hereafter, COUNTY and CONTRACTOR agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

Amend the scope of services to incorporate Attachment EE: Tyler's Enterprise Supervision Access Software to the Services Agreement. Attachment EE is attached hereto and incorporated herein as referenced.

2. **Period of Performance.** The initial term for such Tyler Enterprise Supervision Access Software shall commence July 1, 2023, and, notwithstanding anything to the

contrary in Attachment EE, end coterminous with the Client's annual SaaS Term under the Service Agreement. The term will renew in accordance with the terms of the Service Agreement through the end of the Contract Term as defined therein.

3. **Consideration.** The third sentence of Section 6. of the Service Agreement is deleted in its entirety and replaced with the following: "The total cost for all software and services in accordance with the scope of work as of the Effective Date shall not exceed the aggregate amount of \$7,569,798 during the Term of this Agreement.

Payment of fees and costs for such items in Attachment EE shall conform to the following terms:

- a. The annual SaaS fees payable under the Agreement shall be increased in the amount set forth in Attachment EE for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on July 1, 2023, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. SaaS fees for Years 2 and 3 shall be invoiced at the rates set forth in Attachment EE. Subsequent SaaS fees shall be invoiced in accordance with the terms of the Agreement.
4. **Miscellaneous.** All other terms and conditions of the Service Agreement not modified herein shall remain unchanged and in full force and effect.
 5. **Effective Date.** This Amendment No. 3 to the Service Agreement shall become effective upon signature of both parties.
 6. **Electronic Signatures.** This Amendment No. 3 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Amendment No. 3 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 3. The parties further agree that the electronic signatures of the parties included in this Amendment No. 3 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 3.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

TYLER TECHNOLOGIES, INC., A DELAWARE CORPORATION

By: [Signature]
Kevin Jeffries
Chair, Board of Supervisors

By: Sherry Clark
Sherry Clark
Group General Counsel

Dated: 5/2/23

Dated: Mar 30, 2023

ATTEST:

KIMBERLY A. RECTOR
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

County Counsel

By: Katherine Wilkins
Katherine Wilkins
Deputy County Counsel

**ATTACHMENT EE: Tyler's
Enterprise Supervision
Access Software**

Software Fees			
Annual Fee Payments	Year 1: July 1, 2023 – May 10, 2024	Year 2: May 11, 2024 – May 10, 2025	Year 3: May 11, 2025 – May 10, 2026
Annual Enterprise Supervision Access-Basic Fees*	\$156,000 (To be prorated)	\$163,800	\$171,990
Total Annual Fee Payments	\$156,000 (To be prorated)	\$163,800	\$171,990
* Enterprise Supervision Access-Basic: Up to 62,000 Annual Appointment Reminders.			

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