



Fulton County Board of Commissioners
Agenda Item Summary

BOC Meeting Date # 18-0999

12/19/18

Requesting Agency

County Manager – Strategy and Performance Management

Commission Districts Affected

All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request Approval of Amendment No. 2 to existing contract – Socrata, Inc., RFP#16RFP118621BTR, for Organizational Performance Management System, with Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc., for access to the new Socrata Connect Government Cloud (SCGC) platform and available modules. There is no funding associated with this Agenda Item. A \$600,000 funding for the contract, as amended by Amendment No 2, will be encumbered through the AML List process for 2019.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 101-420, contract modifications within the scope of the contract and necessary for contract completion in all specifications, services, time of performance or terms and conditions of the contract shall be forward to the Board of Commissioners for approval.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All people trust government is efficient, effective, and fiscally sound

Yes.

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Scope of Work: The Board of Commissioners approved contract No. 16RFP118621B-TR, Organizational Performance Management System, originally on September 21, 2016 (Item No. 16-0802). The contract has been a part of the AML List since 2017, which policy that supports annual licensing, maintenance, and support agreements used for intellectual property. The contract, as amended by Amendment No. 2, is on the County’s “Renewal of annual licensing, maintenance and support agreements for intellectual property,” (AML List), which codified as Fulton County Code § 102-386, and will be approved from renewal for 2019, as amended by this Agenda Item, pursuant to the AML List process. There is no financial amount associated with this Amendment No. 2, which instead will be encumbered through the AML List process for 2019.

This amendment provides the County access to the new Socrata Connect Government Cloud (SCGS) platform which provides the County with all of the modules that are available through this provider that includes: Open Performance, Capital Project Explorer, Open Payroll, Open Budget, Open Expenditures, etc. This new platform will allow the County to Create an internal data sharing platform for departments in order to create dashboards for management by departments and programs; and allow for teams to view data and visualizations that are specific to the services they are performing for the citizens of Fulton County.

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Community Impact: This amendment No. 2 will allow the County to have unlimited instances/sites for all the modules that are available through the Socrata systems. This will allow the County the opportunity to create separate instances/sites for each of the cities for no increase based on the number of users over the next three years. This could help improve data sharing and service delivery across jurisdictions based on the information that is shared within the system.

Department Recommendation: Approval of Amendment No. 2.

Project Implications: The first three (3) years of the contract, as amended by Amendment 2, if approved on the AML List annually, is \$600,000. The future implications for this approval are the increase for year 4 of \$660,000 and year 5 of \$726,000, if approved on the AML List. Adjustments to future years beyond this point will be based on the number of administrative users that are utilizing the network.

Community Issues/Concerns: None at this time.

Department Issues/Concerns: None at this time.

History of BOC Agenda Item: The contract was originally approved by the Fulton County Board of Commissioners on September 21, 2016 (Item No. 16-0802), becoming effective on November 8, 2016. Amendment No. 1 was approved by the Fulton County Board of Commissioners and became effective on August 2, 2017 (Item No. 17-0572). The contract was included on the County's "Renewal of annual licensing, maintenance and support agreements for intellectual property," codified as Fulton County Code § 102-386, in 2017 and 2018, and adopted by the Board of Commissioners on January 24, 2018 (Item No. 18-0044).

Contract & Compliance Information	<i>(Provide Contractor and Subcontractor details.)</i>
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Contractor Type	Contractor Status	Contractor Name	Address	City	State	Zip Code	Contact Name	Contact Phone	Contact Email	Upon Approval	Amount	Percentage	Prime/Contract Value

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

18-0999

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
Total Contract Value				
Total M/FBE Values				
Total Prime Value				
Fiscal Impact / Funding Source	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
Exhibits Attached	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
Exhibit 1: Amendment No. 2				
Source of Additional Information	<i>(Type Name, Title, Agency and Phone)</i>			
Michael Rowicki, Assistant to the Chief Financial Officer (404) 612-7187				

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement

Contract Attached:	Previous Contracts:		
Solicitation Number:	Submitting Agency:	Staff Contact:	Contact Phone:

Description:

FINANCIAL SUMMARY

Total Contract Value:	MBE/FBE Participation:
Original Approved Amount:	Amount: %:
Previous Adjustments:	Amount: %:
This Request:	Amount: %:
TOTAL:	Amount: %:

Grant Information Summary:

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind
Start Date:	<input type="checkbox"/>	Approval to Award
End Date:	<input type="checkbox"/>	Apply & Accept
Match Account \$:		

Funding Line 1: 100-999-118-1823	Funding Line 2:	Funding Line 3:	Funding Line 4:
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KEY CONTRACT TERMS

Start Date: 1/1/2019	End Date: 12/31/19
Cost Adjustment:	Renewal/Extension Terms:

ROUTING & APPROVALS
(Do not edit below this line)

Originating Department:	Rowicki, Mike	Date: 12/7/18
County Attorney:	Stewart, Derval	Date: 12/10/18
Purchasing/Contract Compliance:	Strong-Whitaker, Felicia	Date: 12/10/18
Finance/Budget Analyst/Grants Admin:	Stewart, Hugh	Date: 12/10/18
Grants Management:		Date:
County Manager:		Date:



AMENDMENT NO. 2

This Second Amendment (“Amendment No. 2”) to the Contract Documents for 16RFP118621B-TR, Organizational Performance Management Systems for Office of the County Manager, by and between Socrata, Inc., with offices at 255 South King Street, Suite 1100, Seattle, WA 98104, a wholly owned subsidiary of Tyler Technologies, Inc., (“Consultant”), and Fulton County, Georgia, a political subdivision of the state of Georgia, with offices at 141 Pryor St. SW Suite 1085, Atlanta GA, 30303 (“County”) is effective January 1, 2019.

WHEREAS, Consultant and the County are parties to Contract No. 16RFP118621B-TR Organizational Performance Management System, originally approved by the Fulton County Board of Commissioners on September 21, 2016 (Item No. 16-0802), becoming effective on November 8, 2016 (hereinafter, “Agreement”); and

WHEREAS, the purpose of the Agreement is to provide a performance management system to facilitate the management and presentation of organizational performance information for the purposes of tracking and improving the efficiency, effectiveness and impact of county services, promoting accountability and informing and engaging citizens through a public website containing performance dashboards/modules and information on key goals and strategies; and

WHEREAS, Consultant and the County amended the Agreement via Amendment No. 1, which was approved by the Fulton County Board of Commissioners and became effective on August 2, 2017 (Item No. 17-0572) to a county wide performance management system utilizing software as a service (SaaS) model, and technical services in order to support the implementation of five (5) new modules forms: open budget; open expenditures; open payroll; capital project explorer; and budget and performance dashboard; and

WHEREAS, the Agreement was included on the County’s “Renewal of annual licensing, maintenance and support agreements for intellectual property,” codified as Fulton County Code § 102-386, in 2017 and 2018, and adopted by the Board of Commissioners on January 24, 2018 (Item No. 18-0044); and

WHEREAS, the County has determined that the current system should be replaced with additional modules and services; and

WHEREAS, the Consultant has performed satisfactorily over the period of the contract; and

WHEREAS, the Consultant and the County desire to amend the terms of the Agreement by Amendment No. 2 as provided herein.

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

1. The term of this Amendment No. 2 is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated, subject to appropriation of funding annually by the Board of Commissioners each pursuant to the process specified in Fulton County Code § 102-386. The Agreement, as amended by Amendment No 2, will renew automatically each year, subject to its approval pursuant to Fulton County Code § 102-386, the renewal of annual licensing maintenance and support agreements for intellectual property policy and process; unless terminated in writing by either

- party at least sixty (60) days prior to the end of the then-current renewal term.
2. The County's right to access or use the SaaS Services will terminate at the end of this Agreement, as amended.
 3. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment No. 2 are hereby added to the Agreement as of January 1, 2019.
 4. For years 2 and 3 as contemplated by Amendment No. 2, the County's Data Storage is capped at a 20% increase for each year, namely, 9.2 TB of Data Storage for year 2, and 11.5 TB for year 3.
 5. The following Socrata Software as a Services (SaaS) are hereby removed from the Agreement as of January 1, 2018:
 - a. Capital Projects Explorer (500k – 1M)
 - b. Open Budget (500k – 1M)
 - c. Open Expenditures (500k – 1M)
 - d. Open Payroll (500k – 1M)
 6. The Statement of Work for the Professional or Other Services attached hereto as Exhibit 2 is hereby incorporated into the Agreement, as amended by Amendment No. 2.
 7. The following amendments to Exhibit A: General Conditions are agreed to:
 - a. Amend Article 15. **TERMINATION FOR CONVENIENCE OF COUNTY** by replacing the first paragraph with the following:

“Notwithstanding any other provisions, the County may terminate this Agreement for its convenience upon thirty (30) days written notice of such termination to Consultant.”
 - b. Add the following language to the first paragraph of Article 20. **WARRANTIES AND DISCLAIMERS; LIMITATION OF LIABILITY:**

“In the event Consultant provides services that do not conform to this warranty, Consultant will re-perform such services at no additional cost to the County.”
 - c. Add the following language to Article 22 **INDEMNIFICATION**, Section 22.1 General Indemnity and Section 22.2 Intellectual Property Indemnification by Consultant: “Consultant's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on the County's use of the SaaS Services in contradiction of this Agreement, as amended, including with non-licensed third parties, or County's willful infringement.
 - d. Update Article 34. Notices with the following:

Notices to Consultant shall be addressed as follows:

Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc.
Attention: Chief Legal Officer Abby Diaz
One Tyler Drive
Yarmouth, ME
04096
E-mail: DI-Contracts@tylertech.com

Copy to:

Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc.
255 South King Street, Suite 1100
Seattle, WA 98104

8. The following definitions are added to Exhibit B: Special Conditions:
 - a. “External API Calls” means any request made by a user that is not logged in against the SaaS Services. Unless otherwise agreed to in the Investment Summary, after the initial twelve (12) months of the Agreement, as amended by Amendment No. 2, and on the anniversary of every twelve months thereafter, if approved as provided within this Amendment No. 2, the pricing for the

- SaaS Services, based on the External API Calls, will be adjusted to the correlating pricing terms based on the average of the number of External API Calls over the previous six (6) months.
- b. "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit 1.
 - c. "Monthly Active Users" means an internal user that accesses the Services more than ten times per month. The number of Monthly Active Users that are authorized to use the Services for the Agreement, as amended, are identified in the Investment Summary. Unless otherwise agreed to, after the initial twelve (12) months of the Agreement, as amended by Amendment No. 2, and on the anniversary of every twelve months thereafter, if approved as provided within this Amendment No. 2, the pricing for the Services, based on the Monthly Active Users, will be adjusted to the correlating pricing terms, based on the on the average of the number of Monthly Active Users for the previous six (6) months.
 - d. "SaaS Services" means Consultant's off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Agreement, as amended. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
9. The following terms and conditions are added to are added to Exhibit B: Special Conditions, Subscription Terms of Use:
- a. Consultant retains all ownership and intellectual property rights to the SaaS Services. Subject to subpart 9 (b) herein, when the County uploads or provides County Data to Consultant's SaaS Services, the County grants to Consultant a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the County Data as needed in response to a Monthly Active User's use of the SaaS Services, or otherwise use by Public Users. Consultant may use aggregate anonymized data within the SaaS Services for purposes of enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
 - b. The County retains all ownership and intellectual property rights to the Data. The County expressly recognizes that except to the extent necessary to carry out Consultant's obligations contained in this Agreement, Consultant does not create or endorse any Data used in connection with the SaaS Services. During the term of the Agreement, as amended, the County may export County Data as allowed by the functionality within the SaaS Services.
10. In the event of any inconsistency between the Agreement and this Amendment No 2, this Amendment No 2 shall control.
11. Except as expressly provided in this Amendment No 2, all of the terms and provisions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth above.

FULTON COUNTY, GEORGIA

SOCRATA, INC.

**(a wholly owned subsidiary of
Tyler Technologies, Inc.)**

OWNER:

CONSULTANT:

Robert L. Pitts, Chairman
Board of Commissioners

Chief Financial Office

ATTEST:

Jesse A. Harris
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Office of the County Manager

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ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)



Exhibit 1 Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Contract Change Notice, the provision in this Contract Change Notice shall control.



Quoted By: Christopher King
 Quote Expiration: 12/31/2018
 Quote Name: Fulton County SCGC
 Quote Number: 2018-59275
 Quote Description: Fulton County SCGC
 Contract Start Date: 1/1/2019
 Contract End Date: 12/31/2019

Sales Quotation For
 Fulton County
 141 Pryor St SW Ste 1085
 Suite 1085
 Atlanta, GA 30303-3487
 Phone: +1 (404) 612-3217

	Year 1	Year 2	Year 3	Grand Total
Recurring Costs	\$600,000.00	\$660,000.00	\$726,000.00	\$1,986,000.00
One Time Cost	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$600,000.00	\$660,000.00	\$726,000.00	\$1,986,000.00

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Annual Uplift	Net Price
Software					
Socrata Connected Government Cloud - Organization Edition	1	\$618,557	\$600,000	10%	\$600,000
TOTAL:					\$600,000

Socrata, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Socrata Connected Government Cloud - Organization Edition SOC-SCGC-ORG

Socrata Connected Government Cloud - Organization: Full Socrata product suite. Limits: Up to 100 Monthly Active Users, Up to 5M External API calls, Up to 8TB of data storage, Up to 30K Alerts/month. Includes Support and Education. Excludes: Set-Up

- Billing Inquiries. Any billing inquiries by Customer should be directed to Socrata's Billing Department at 206.340.8008, fax at 206.452.2010, email at accounts_receivable@Socrata.com or by writing Billing Department, 705 5th Avenue South, Suite 600, Seattle, WA 98104. Unless expressly set forth in the Order, fees in the order are exclusive of taxes, travel and expenses, and third party reseller fees.
- No PO Terms Apply. Pre-printed additional or conflicting terms included in Customer's purchase order form do not apply to this order and are rejected by Socrata (unless Socrata physically signs the Customer purchase order).
- Binding When Signed by Both Parties. This order is binding upon signature of both parties (except if the purchase is administered through a reseller leveraging a contract vehicle (e.g., GSA, NASPO), then this order is binding when Socrata accepts the purchase order from reseller).
- Governing Agreement. This order is governed by (a) the written platform services agreement signed by both parties; (b) if no written agreement is signed, then the Terms of Service found at <http://socrata.com/terms-of-service/>; or (c) if through reseller leveraging a contract vehicle (e.g., GSA, NASPO), the then-current Socrata GSA platform subscription at http://www.carahsoft.com/application/files/1814/8606/0631/Mod_-_1000_-_Socrata_CSA_and_Carahsoft_Ridar_-_GSA-vetted_and_approved_1....pdf, which is incorporated herein by reference. (Agreement).
- Prime Contracting Issues. If Customer is a Prime Contractor, the Prime Contractor is deemed the "Customer" under this order, the end user is the user of the software services, and Socrata is a third-party software service provider. Prime Contractor is responsible for all payments under this order.
- Customer Billing Contact. If Customer requires a purchase order for Socrata to receive payment, a purchase order must be approved and a copy submitted together with this order by reference. If Customer does not issue purchase orders, Customer hereby provides the reference number and billing address for all invoices and agrees to promptly update Customer should such information change.



**EXHIBIT 2
STATEMENT OF WORK**

Executive Summary

As a partner, Socrata will continue its work with Fulton County in developing a state of the art of data sharing program and by improving visibility to and increasing access to critical data for the purpose of coordinating behavioral health services across the County and with care providers based on providing decision makers access to data and information needed to make critical decisions. The data sharing program will assist the County's continued goal of bringing down data silos through the creation of a centralized repository for government data, which can be securely shared across the enterprise.

The Socrata Connected Government Cloud provides a robust financial reporting, internal data sharing and performance management solution, which will allow the County to revolutionize the way it uses data as a strategic asset for effective resource allocation, improving operational efficiencies and human resource management by bringing down data silos through the creation of a centralized repository of data acting as the single source of truth facilitating multiple audiences and multiple uses.

In an era of shrinking budgets and silver tsunami-based knowledge loss, high performing governments increasingly turn to data as a means of understanding the current situation and using that information to affect real change. Data is the single greatest, and most abundant, resource that a government has, and if supported properly can be a critical change agent in transforming how the County delivers services, manages towards outcomes, reduces costs, and communicates with customers.

The Socrata Connected Government Cloud serves as a connective tissue between the County's and local health care provider's disparate systems, including but not limited to, the primary data sources in legacy mainframes and reporting solutions (e.g. IBM Cognos, Oracle based Apex application, access databases and spreadsheets) - ultimately working towards:

- ❖ Centralizing and codifying data so that decision makers and line-of-business (LOB) users can quickly and easily access data;
- ❖ Providing internal security and permissioning that ensures that the right people are able to access the right data;
- ❖ Automating data in near real-time so that reports, KPIs, alerts and (most importantly) decisions are based off of a single and accurate truth; and
- ❖ Empowering internal operations by arming users with visualization and mapping tools, contextualized reporting, KPI builders and dashboards.

The combination of Socrata's Connected Government Cloud (SCGC) Platform and its Blueprint Methodology, led by seasoned former government leaders, will provide the County with the technical muscle and platform, as well as the consultation that ensure adoption and utility, not merely a launched platform. This program including the following elements for success:

- ❖ Development of a searchable database allowing users to access data from numerous County agencies, local behavioral health care providers, and other County based social service programs to gain deeper and accurate insight into a client’s care history regardless of their intake point.

Ultimately, this program will provide the County with a custom developed interface allowing for accredited users to enter pertinent patient information and then search service provider data that will provide identified client history to allow decision makers to determine the what future services are required.

SOW Term and Hours

Unless earlier terminated under the Socrata Services Order, the term of this SOW commences upon the Services subscription start date and ends the subscription end date as set forth therein. For the avoidance of doubt, the term of this SOW shall not exceed 12 consecutive months from start date without a written addendum.

Phase II

The Services under this Phase II SOW will not exceed **344** hours in the aggregate among Socrata personnel. Any requests by Customer to change the scope or timing of the Services performed that will increase the effort of Socrata personnel and number of hours herein is subject to a change order and payment of additional fees.

Phase III

The Services under this Phase III SOW will not exceed **284** hours in the aggregate among Socrata personnel. Any requests by Customer to change the scope or timing of the Services performed that will increase the effort of Socrata personnel and number of hours herein is subject to a change order and payment of additional fees.

Phase II Implementation Summary

Based on our current understanding of the Customer’s needs, this program will build on the current design of Phase I, and include the following elements:

- Element 1: Custom Developed User Interface
- Element 2: Blueprint Data Sharing Program

Element 1: Socrata will continue development of custom user interface with the creation of additional fields allowing users to search data stored on the Socrata Connected Government Cloud via predetermined fields.

The additional fields will include:

- Race
- Ethnicity
- Phone Numbers
- Service Provider Title

Element 2: Socrata will work with County and provider staff to automate identified key data elements from three source systems to the SCGC instance, and ensuring it is done in compliance with all Federal, State, and County regulations.

Phase II Implementation Cost Summary

The following is a detailed hours summary of the proposed Phase II implementation.

Service Package	Deliverable	Hours	Cost
Blueprint Data Sharing Program and Custom Developed User Interface Phase II	Expansion of Custom Interface and data extraction, transform, and load consulting	319	\$86,351

Phase III Implementation Summary

Based on our current understanding of the Customer’s needs, this program will build on the current design of Phase II, and include the following elements:

- Element 1: Custom Developed User Interface
- Element 2: Blueprint Data Sharing Program

Element 1: Socrata will continue development of custom user interface with the creation of additional fields allowing users to search data stored on the Socrata Connected Government Cloud via predetermined fields.

The additional fields will include:

- Family Member Names
- AIMS APID
- Email Addresses

Element 2: Socrata will work with County and provider staff to automate identified key data elements from three source systems to the SCGC instance, and ensuring it is done in compliance with all Federal, State, and County regulations.

Phase III Implementation Cost Summary

The following is a detailed hours summary of the proposed Phase III implementation.

Service Package	Deliverable	Hours	Cost
Blueprint Data Sharing Program and Custom Developed User Interface Phase III	Expansion of Custom Interface and data extraction, transform, and load consulting	284	\$74,976