CLACKAMAS

WATER
ENVIRONMENT
SERVICES

GREGORY L. GEIST | DIRECTOR

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

December 18, 2025   BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as the governing body of Water Environment Services
Clackamas County

Approval of a Contract Amendment with Tyler Technologies for billing software maintenance. Amendment Value is $526,049 for 1 year. Total Contract Value is $1,307,923.32 for 26 years. Funding is through WES' Sanitary Sewer and Surface Water Operating funds. No County General Funds are involved.

Previous Board Action/Review	N/A
Performance Clackamas	1. This contract supports the WES Strategic Plan to provide reliable, responsive customer service that aligns with our communities' values and exceeds customer expectations. 2. This project supports the County's Strategic Priorities of Strong Infrastructure, Vibrant Economy, and Safe, Secure and Livable Communities.

Counsel Review	Yes	**Procurement Review**	Yes
Contact Person	Erin Blue	**Contact Phone**	503-742-4585

EXECUTIVE SUMMARY: WES directly bills approximately 21,000 residential accounts and 1,000 commercial accounts each month for sewer and surface water services. Since 2001, WES has contracted with Tyler Technologies, Inc., for its Incode utility billing software and associated professional services, maintenance, and support.

Previous contract amendments have supported system enhancements, implementation of new modules, and deployment of an integrated online and telephone account management system. They have also provided ongoing funding for annual software maintenance and transaction fees for online and telephone payment processing.

This amendment will add sufficient funds to cover projected online and phone payment transaction fees through June 30, 2027, including WES' transition to the Tyler Payments Gateway. The amendment also adds one additional year of software maintenance and professional services to support improvements to WES' customer notification processes.

For Filing Use Only

RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Amendment #8 for Contract #2033 with Tyler Technologies, Inc. for professional services necessary to support billing processes.

Respectfully submitted,
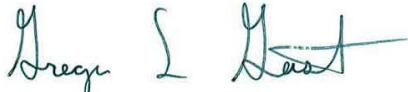
Greg Geist
Director, WES

Attachment: Amendment #8 for Contract #2033 with Tyler Technologies, Inc.

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AMENDMENT #8
TO THE CONTRACT DOCUMENTS WITH TYLER TECHNOLOGIES, INC. FOR INCODE 10 UPGRADE FOR WES
Contract #2033

This Amendment #8 is entered into between **Tyler Technologies, Inc.** ("Contractor") and Water Environment Services ("District") and shall become part of the Contract documents entered into between both parties on **August 28, 2001** ("Contract").

The Purpose of this Amendment #8 is to make the following changes to the Contract:

1. **Term** is hereby amended as follows:

    The Contract termination date is hereby changed from **June 30, 2026 to June 30, 2027.**

2. **Terms and Conditions** are hereby amended as follows:

    The terms and conditions from sales quotes 2024-483484-C8P9J5 and 2025-579319-N5J7M9 attached as Exhibit A to this Amendment 8 are added to the "Contract"

3. **Compensation** is hereby amended as follows:

    In consideration of actual and expected transaction processing from January 1, 2025 and Contractor performing Work during the extended term of this Contract, District shall pay Contractor for actual transactions performed, which are estimated to be the amounts indicated below:

    Online & IVR Transaction Fees:
    For the billing period beginning **1/1/25 and ending 12/31/25 $167,000.00**
    For the billing period beginning **1/1/26 and ending 6/30/2027 $310,000.00**

    If actual online and IVR transactions exceed the estimated amounts indicated above, the parties will execute an amendment to incorporate the additions into the Contract.

    Software Maintenance Fees:
    For billing period beginning **7/1/26 and ending 6/30/2027 $46,479.00**

    Professional Service Fees:
    For assistance reviewing and updating service address data and past-due/collection notices and processes beginning **1/1/26 and ending 6/30/2026 $2,570.00**

    The additional consideration is further described in Exhibit A to this Amendment #8, attached and hereby incorporated by reference. The total Contract compensation will not exceed **$1,307,923.32**.

ORIGINAL CONTRACT	$ 137,899.00
AMENDMENT #1	$ 13,789.90
AMENDMENT #2	$ 37,077.00
AMENDMENT #2- Adjustment	$ 5,698.00
AMENDMENT #3	$ 6,000.00
AMENDMENT #4	$ 211,140.00
AMENDMENT #5	$ 217,788.73
AMENDMENT #6	Scope of Work
AMENDMENT #7	$ 152,481.69

AMENDMENT #8 $ 526,049 + Terms

TOTAL AMENDED CONTRACT $ 1,307,923.32

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #8, effective upon the date of the last signature below.

Tyler Technologies, Inc.   **Water Environment Services**

Tina Mize   12/5/25

_____   _____

Authorized Signature   Date   Chair   Date

Tina Mize

_____   _____

Printed Name   Name

General Counsel, Public Administration Group   **Approved for Legal Sufficiency**

_____   Amanda Keller   Digitally signed by Amanda Keller Date: 2025.12.08 11:03:55 -08'00'

Title   _____

                                             County Counsel   Date

EXHIBIT A
CONTRACTOR SALES QUOTES 2024-483484-C8P9J5 and 2025-579319-N5J7M9

tyler technologies

Sales Quotation For:
Clackamas County
150 BEAVERCREEK ROAD
OREGON CITY OR 97045-4302

Shipping Address
Clackamas County
150 Beavercreek Rd
Oregon City OR 97045-4302

Quoted BY: Chris Ward
Quote Expiration: 9/30/25
Quote Name: Gateway Services

Payments

	List Price	Rate	POS	Online	IVR
Payments - Client Paid - Value Add Technology Fee per Transaction					
Gateway Services - ERP Pro					
Utility Billing		$ 0.35	X	X	X
Payments - Other Fees					
Tyler One					
eCheck Rejects	$ 5.00				

Value Add Technology Fee Per card and eCheck transaction.

eCheck Rejects When an eCheck transaction comes back as declined (e.g bounced check).

Gateway Services Gateway Services model for card and eCheck/ACH to allow the entity to utilize 3rd party Merchant Service provider. Gateway Services are provided in accordance with the terms and conditions set forth on Exhibit A attached hereto.

Summary

Total Tyler Services

	One Time Fees	Recurring Fees
Summary Total	$ 0	$ 0
Contract Total	$ 0	

CONFIDENTIAL

2024-483484-C8P9J5

Sales Quotation For:
WATER ENVIRONMENT SERVICES
150 Beavercreek Rd, #430
Oregon City OR 97045-4302

Quoted By   Chris Ward
Quote Expiration   5/19/26
Quote Name   Assistance Reviewing
                               Service Address Data &
                               Past Due
                               Notice/Collections

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	16	$ 2,320
Other Services		
Project Management	1	$ 250
TOTAL:		**$ 2,570**

Summary	One Time Fees	Recurring Fees
Total Tyler Services	$ 2,570	
Summary Total	**$ 2,570**	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

EXHIBIT A - TYLER PAYMENTS GATEWAY SERVICE TERMS AND CONDITIONS

Tyler Payments Gateway: Tyler's proprietary payment gateway for collecting credit/debit card and eCheck transactions on behalf of Client. Tyler Payments Gateway will provide integration with Client's third party merchant service provider, as well as real-time integration with Tyler billing or cashiering systems. Merchant processing, billing, flow of funds, settlement and reconciliation are not part of Tyler Payments Gateway and are instead the responsibility of Client or its third party merchant service provider. Tyler will make the Tyler Payments Gateway available to Client in accordance with the Service Level Agreement set forth on Exhibit 1 attached hereto and will support the Tyler Payments Gateway in accordance with the then-current support call process. Tyler's current Support Call Process is set forth in Exhibit 1 Schedule 1 attached hereto and found at: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.

Tyler will configure the Tyler Payments Gateway to integrate with Client's third party merchant service provider. Tyler shall continue to support its existing BridgePay Gateway that integrates with municipalonlinepayments, ERP Pro, and the County's Merchant Services Processor for processing online, text, and Interactive Voice Response (IVR) payments for up to 60 days following the date the Tyler Payments Gateway is configured as described herein (and reasonably capable of being accepted). The parties intend to schedule a mutually agreed cutover date in this 60-day time period. The County shall not unreasonably withhold acceptance. County shall provide prompt notice to Tyler of any issues that may prevent acceptance. Tyler is not responsible for the provision of, or any changes to, any third party software or services, including the software or services provided by BridgePay.

Services and Flow of Funds: Through the Tyler Payments Gateway, Tyler (directly or through its affiliate) will send information to Client's payment processing vendor to process all major credit and debit cards and Tyler will process eCheck (ACH) transactions for the Principal Amount due to the Client. **"Principal Amount"** means the fees due to Client from end users to pay for Products. **"Products"** means goods, documents or services that may be ordered or used by end users from Client.

- Credit/Debit cards. The Principal Amount due to the Client will be processed using Client's merchant account. By leveraging this merchant account, Tyler will be acting as a Third-Party Service Provider (TPSP) and therefore is not a party to the flow of funds for settlement of the funds to the Client. In other words, funds charged to the Clients credit/debit card will be settled by the Client's third party merchant service provider directly to the Client's bank account to support compliance with ORS Chapter 295, as amended. Client will be responsible for all merchant fees associated with all merchant account(s); fees and debits resulting from chargebacks or refunds; or any other fees, fines, or assessments generated through any merchant account(s).

- For eChecks: Tyler will process the Principal Amount through the Tyler Payments Gateway and will not require any Merchant Identification Numbers (MIDs) from the Client's third party merchant service provider. eCheck funds will be settled directly into the Client's bank account. In other words, funds will flow directly from the customer's bank account to the Client's bank account. The Tyler Payments Gateway will be configured by Tyler to facilitate this flow. Tyler (directly or through its affiliate) is solely responsible for configuring this gateway in the manner described in this Contract. Any fees associated with eCheck returns will be billed back to Client in the monthly invoice.

User IDs and Passcodes: Tyler shall provide to Client user IDs and passcodes or other secured means to access the Services, as applicable. Client is responsible for maintaining the confidentiality of its user IDs and passcodes and will be solely liable for all activities that occur under Client's user IDs. Client shall immediately notify Tyler of any unauthorized use of Client's user IDs and change any affected passcodes. Client agrees to access, and require end users to access, the Services in a secure manner in compliance with Tyler's reasonable standards established from time to time, provided that such standards and any updates thereto are provided to Client in writing prior to requiring compliance. Client shall have sole responsibility to control, and shallbe liable to Tyler for the accuracy, quality, integrity,

legality, reliability and appropriateness of, all end user data provided to Tyler and shall use commercially reasonable efforts to prevent the unauthorized access or use of the Services.

Payment Card Industry Data Security Standard (PCI DSS) Compliance: Each Party understands and agrees to comply with the current version of PCI DSS and any amendments thereto, including, but not limited to, the maintenance, inspection, scanning and training obligations set forth therein. The Parties agree to maintain a list of which PCI DSS requirements are managed by Client, and which requirements are the responsibility of Tyler to include in Tyler PCI DSS reviews. Upon request, a Party agrees to provide the other Party (in this case, also a requesting party) with written proof of its compliance with the PCI DSS.

Fees: Fees for Tyler Gateway Services are set forth in the Investment Summary, will be invoiced on a monthly basis and are due within 30 days of invoice.

Assumptions:
1. Client is responsible for obtaining and providing all MIDs and devices from Client's acquiring bank/processor/merchant service provider.
2. Client will be responsible for all fees due to merchant service provider for all merchant account(s).
3. Client will be responsible for managing all refunds, eCheck returns, and chargebacks.
4. Client will be responsible for all end user customer service.
5. Client will work diligently with Tyler to help test and implement the Services in a timely manner.

EXHIBIT 1 – Service Level Agreement

I.   Agreement Overview

This Service Level Agreement (SLA) operates in conjunction with, and does not supersede or replace any part of, the Agreement. This SLA does not apply to any services performed by third parties.

II.   Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from Client applications, content or equipment, or the acts or omissions of any Client service users or third-party providers over whom Tyler exercises no control.

"*Defect*" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in the Agreement, or their functional equivalent.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III.   Service Availability

    a.   Client Responsibilities

Whenever Client experiences Downtime, Client must notify Tyler via a support call. Client will receive a support case number.

    b.   Tyler Responsibilities

When Tyler support team receives a call from Client that Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). Tyler will also work with Client to resume normal operations.

    c.   Client Relief

Client may be entitled to credits as indicated in the Client Relief Schedule found below. Client relief credit is calculated as a percentage of the Transaction Fees that Tyler charges and retains (net of merchant, interchange, banking and other fees) associated with payment gateway services in the given calendar month. In no event will Client be entitled to more than one source of Client Relief for a single incident. "Transaction Fees" means any fee paid per Transaction for payment gateway services. Force Majeure includes the failure of any third party service, payment processor, bank, card network, automated clearing house or virtual currency platform to accept or process payments.

In order to receive relief credits, Client must submit a request to Tyler within fifteen days (15) of the end of the applicable month. Tyler will respond to Client's relief request within thirty (30) day(s) of receipt.

The total credits confirmed by Tyler will be applied to the Transaction Fees for the next billing cycle, and such credits are the sole and exclusive remedy offered by Tyler for such Actual Attainment. Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV.   Maintenance Notifications

Tyler performs Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, Tyler will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit 1
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:
(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.
Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:
(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets[*]
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit B

Definition of Acceptance and Configured

Acceptance
"Acceptance" means the documented acknowledgment by the County that the Tyler Payments Gateway has been configured as defined below. Acceptance will occur upon confirmation by the County that all configuration requirements have been met.

Configured
"Configured" means that the Tyler Payments Gateway has been implemented and meets the following criteria:
1. Successfully routes (credit/debit) or processes (eCheck/ACH) all expected transaction types (one-time, autopay, refunds, scheduled transactions, etc.).
2. Integrates with the County's utility billing and justice court systems, including MunicipalOnlinePayments, Incode cashiering, Incode utility billing, and Municipal Justice powered by Incode.
3. Payment flow is configured in accordance with Exhibit A.

Tyler Payments Virtual Terminal
The Tyler Payments Virtual Terminal is not included in the initial implementation of the Tyler Payments Gateway. The County and Tyler agree to work together to maintain continued support and functionality for the existing BridgePay Gateway, which is used for phone-in and in-person payments, until the Tyler Payments Virtual Terminal is configured and implemented in the future.