

**AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 10-207, 10-207-A1, and 10-207-A2**

This Third Amendment to BOS Agreement No. 10-207 is entered into this 25<sup>TH</sup> day of MAY, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Tyler Technologies, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 10-207 was entered into on November 30, 2010; BOS Agreement No. 10-207-A1 was entered into on March 27, 2019; and BOS Agreement No. 10-207-A2 was entered into on October 21, 2020 and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Tyler Technologies, Inc., this document will become part of the aforementioned contract and shall be incorporated therein; and

NOW, THEREFORE, we agree as follows:

1. **Addition of software and services:** The software and services set forth in Exhibit 1 "Amendment Investment Summary" of Attachment 1 are hereby added to BOS Agreement No. 10-207, 10-207-A1, and 10-207-A2.
2. **Payment Terms:** The following payment terms as set forth in Exhibit 1 "Amendment Investment Summary" of Attachment 1 shall apply:
  - a. \$4,063 for the annual SaaS fees for the initial year one term. SaaS fees are invoiced on an annual basis, beginning on the first day of the month following the Amendment Effective Date, prorate to align with the applicable term under the Agreement, with renewals invoiced thereafter in accord with the Agreement. Upon expiration of the initial term, COUNTY's annual SaaS fees will be at CONTRACTOR's then-current rates.
  - b. \$5,000 for Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in Exhibit 1 "Amendment Investment Summary" of Attachment 1.

All other terms and conditions of BOS Agreement No. 10-207, 10-207-A1, and 10-207-A2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

D. B. Proctor Apr 29, 2021  
DEPARTMENT HEAD DATE  
Budgeted:  Yes  No  
Budget Unit: 2310  
Line Item: SO - 862230  
Grant:  Yes  No  
Grant No.: n/a

CONTRACTOR/COMPANY NAME:

By: Bryan Proctor (May 3, 2021 17:09 EDT) May 3, 2021  
NAME AND ADDRESS OF CONTRACTOR:  
Tyler Technologies, Inc.  
840 West Long Lake Road  
Troy, MI 48098  
Em: Seth.Dinehart@tylertech.com

COUNTY OF MENDOCINO

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS **MAY 28 2021**

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

Brina Blanton  
By: Brina Blanton  
Deputy

By: Amap  
Deputy

INSURANCE REVIEW: **MAY 28 2021**

By: Carmel J. Angelo  
Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Christopher  
Deputy CEO

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  EB No. 21-175  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: \_\_\_\_\_



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Mendocino County Sheriff's Office, with offices at 589A Low Gap Rd., Ukiah, CA 95482-3734 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of November 30, 2010 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

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

- 1. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
a. Your annual SaaS fees for the initial year one term are set forth in the Investment Summary. SaaS fees are invoiced on an annual basis, beginning on the first day of the month immediately following the Amendment Effective Date, prorated to align with the applicable term under the Agreement, with renewals invoiced thereafter in accord with the Agreement. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
b. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Mendocino County Sheriff's Office, CA

By: [Signature] Bryan Proctor (May 3, 2021 17:09 EDT)

By: [Signature]

Name: Bryan Proctor

Name: Darren Brewster

Title: President

Title: Undersheriff

Date: May 3, 2021

Date: Apr 29, 2021



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 5,000
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	
<b>Total One-Time Cost</b>	<b>\$ 5,000</b>
Annual Recurring Fees/SaaS	\$ 4,063
Tyler Software Maintenance	\$ 0



Quoted By: Seth Dinehart  
 Quote Expiration: 9/27/21  
 Quote Name: Brazos AB953 Only for 50 MDCs

**Sales Quotation For:**  
 Mendocino County Sheriff Department  
 589A Low Gap Rd  
 Ukiah, CA 95482-3734  
 Phone: +1 (707) 463-4411

**Shipping Address:**  
 Mendocino County Sheriff Department  
 589A Low Gap Rd

**Annual / SaaS**

Description	Quantity	Fee	Discount	Annual
<b>Brazos</b>				
Subscription License Fees				
LIC: AB953 for 50 MDCs	1	\$ 4,063	\$ 0	\$ 4,063
<b>TOTAL</b>				<b>\$ 4,063</b>

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
<b>Brazos</b>					
4 hours (one half day) of remote End User Training	1	\$ 500	\$ 0	\$ 500	\$ 0
Set Up & Config	1	\$ 3,500	\$ 0	\$ 3,500	\$ 0
Brazos Project Management	1	\$ 1,000	\$ 0	\$ 1,000	\$ 0

TOTAL

\$ 5,000

\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 4,063
Total Tyler Services	\$ 5,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 5,000	\$ 4,063
Contract Total	\$ 9,063	

**Comments**

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the

applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - 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 services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.