

AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 10-207, 10-207-A1, 10-207-A2, 10-207-A3, 10-207-A4, 10-207-A5
and 10-207-A6

This Amendment to BOS Agreement No. 10-207 is entered into this 19th day of Dec, 2023, 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; BOS Agreement No. 10-207-A2 was entered into on October 21, 2020; BOS Agreement No. 10-207-A3 was entered into on May 25, 2021; BOS Agreement No. 10-207-A4 was entered into on May 3, 2022; BOS Agreement No. 10-207-A5 was entered into on November 8, 2022; BOS Agreement No. 10-207-A6 was entered into on August 29, 2023; 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.

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, 10-207-A2, 10-207-A3, 10-207-A4, 10-207-A5, and 10-207-A6.
- 2. Payment Terms.** The following payment terms as set forth in Exhibit A "Amendment Investment Summary" of Attachment 1 shall apply:
 - a. \$2,064 for the California Stop Data Annual User fee and \$2,000 for the California Stop Data Annual SaaS fee. SaaS fees are invoiced on an annual basis, beginning on the first day of the month following the Amendment Effective Date, prorated to align with the applicable term under the Agreement, with renewals invoiced thereafter in accordance with the Agreement. Upon expiration of the initial term, COUNTY's annual SaaS fees will be at CONTRACTOR's then-current rates.

All other terms and conditions of BOS Agreement No. 10-207, 10-207-A1, 10-207-A2, 10-207-A3, 10-207-A4, 10-207-A5, and 10-207-A6 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:

Darren Brewster Nov 30, 2023
Darren Brewster (Nov 30, 2023 10:58 PST)

DEPARTMENT HEAD _____ DATE _____

Budgeted: Yes No

Budget Unit: 2310

Line Item: 862230

Grant: Yes No

Grant No.: N/A

CONTRACTOR/COMPANY NAME:

By: Sherry Clark
Sherry Clark (Nov 30, 2023 12:52 PST)

NAME AND ADDRESS OF CONTRACTOR:

Tyler Technologies, Inc.

840 West Long Lake Rd.

Troy, MI 48098

Em: Jeff.Shaw@tylertech.com

COUNTY OF MENDOCINO

By: Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 12/19/2023

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:

DARCIE ANTLE, Clerk of said Board

By: Aracely
Deputy 12/19/2023

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

DARCIE ANTLE, Clerk of said Board

By: Aracely
Deputy 12/19/2023

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Brina Blanton
Deputy

Date: 11/30/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 11/30/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Cheryl
Deputy CEO or Designee

Date: 11/30/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
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"); and

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 items set forth in the Investment Summary, attached as Exhibit 1 to this Amendment, are hereby added to the Agreement for an initial term commencing on the Amendment Effective Date and ending coterminous with the maintenance and support term as set forth in the Agreement. SaaS Services will renew annually on January 1 for one (1) year periods, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Payment of fees and costs for such items are as follows:
 - a. SaaS Fees for the initial term are waived. On or before January 1, 2024, SaaS Fees shall be invoiced at the rates in the Amendment Exhibit 1, for the period commencing January 1, 2024 through December 31, 2024. Subsequent SaaS fees will be invoiced annually in advance at our then-current rates.
 - b. The SaaS Fees in Exhibit 1 for the California Stop Data services includes 74 users. Additional users of California Stop Data will be invoiced at our then-current rates.
 - c. Additional services fees and any expenses will be billed and invoiced as incurred.
2. Without limiting the terms of the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
3. The Enforcement Mobile AB953 for 50 MDCs, Tyler Software as a Service (SaaS) is hereby removed from the Agreement as of the Amendment Effective Date. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

Mendocino County Sheriff's Office

By: Sherry Clark
Sherry Clark (Nov 30, 2023 12:52 PST)

By: Darren Brewster
Darren Brewster (Nov 30, 2023 10:58 PST)

Name: Sherry Clark

Name: Darren Brewster

Title: Group General Counsel

Title: Undersheriff

Date: Nov 30, 2023

Date: Nov 30, 2023



Exhibit 1
Amendment Investment Summary

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Quoted By:
Quote Expiration:

Lisa McKenzie
3/5/24

2023-426392 California Stop Data
- Annual Saas Fee - Standard Rates
Apply to any additional
users/officers above what has
been initially quoted (Initially 74)
forrestert@mendocinosheriff.org

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
Ukiah, CA 95482-3734

Annual / Saas

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
Subscription License Fees				
California Stop Data User Fee	74	\$ 28	\$ 0	\$ 2,064
CA Stop Data Setup Fee (Waived)	1	\$ 0	\$ 0	\$ 0
California Stop Data Annual Saas Fee	1	\$ 2,000	\$ 0	\$ 2,000
TOTAL				\$ 4,064

2023-426392-D0P3LS

Summary		One Time Fees	Recurring Fees
Total Tyler Software		\$ 0	\$ 0
Total Annual		\$ 0	\$ 4,064
Total Tyler Services		\$ 0	\$ 0
Total Third-Party Hardware, Software, Services		\$ 0	\$ 0
Contract Total		\$ 4,064	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:  Date: 10/19/2023

Print Name: Danes Bauer P.O.#: _____

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

2023-426392-D0P3L5