



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. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Mendocino County, California, with offices at 175 S. School Street, Ukiah, California 95482-4825 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 27, 2006 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

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

1. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, 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.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 04/01/2022

Budgeted: ☒ Yes ☐ No

Budget Unit: 1020

Line Item: 862189

Org/Object Code:

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
TED WILLIAMS, Chair
BOARD OF SUPERVISORS

Date: 04/19/2022

ATTEST:

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 04/19/2022

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

DARCIE ANTLE, Interim Clerk of said Board

By: [Signature]
Deputy 04/19/2022

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 04/01/2022

CONTRACTOR/COMPANY NAME

By: [Signature]
SIGNATURE Robert Kennedy Jensen, Group
General Counsel

Date: March 28, 2022

NAME AND ADDRESS OF CONTRACTOR:

Tyler Technologies
1601 I Street, Suite 400
Modesto, CA 95354

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

Date: 04/01/2022

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 04/01/2022

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: _____



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment 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 Amendment, the provision in this Amendment shall control.

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Quoted By: Karen Grosset
Date: 5/10/2021
Quote Expiration: 1/31/2023
Quote Name: Mendocino County - ERP - PR Implementation
Quote Number: 2021-127743
Quote Description:

Sales Quotation For

Mendocino County
175 S School St
Ukiah, CA 95482-4825
Phone +1 (707) 463-4388

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Position Control Clean Up	16	\$185.00	\$0.00	\$2,960.00
Position Control - Position Change Requests	16	\$185.00	\$0.00	\$2,960.00
Expand Personnel Actions Entry	32	\$185.00	\$0.00	\$5,920.00
Implement Exception Based Payroll	32	\$185.00	\$0.00	\$5,920.00
Implement Retro Pay	8	\$185.00	\$0.00	\$1,480.00
Expand Employee Deductions/Benefits	60	\$185.00	\$0.00	\$11,100.00
Project Management Fees for Services	30	\$185.00	\$0.00	\$5,550.00
PACE Upgrade Assistance: Remote - Per Day	16	\$800.00	\$0.00	\$12,800.00
TOTAL:				\$48,690.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$48,690.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$48,690.00	\$0.00
Contract Total	\$48,690.00	

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: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars _____

Comments

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. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

Comments

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Upgrade PM Assistance: Includes 2 days of PM services per month. PM services include delivery and management of upgrade project plan, internal coordination of Tyler resources, and scheduled bi-weekly status calls to review the upgrade project. Upgrade PM Assistance does not include training or access to a Tyler Subject Matter Expert, as such, enrollment in PACE is strongly recommended to complement this service. Without additional services, clients are responsible for developing and executing upgrade test scenarios as well as conducting internal training for staff. Minimum service duration is 4 months, and clients may choose to extend this service by purchasing additional months (2 days per) at the then-current price.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.