



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 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Mendocino County, CA, with offices at 589 Low Gap Road, Ukiah, CA 95482 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 20, 2023 ("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 the Client agree as follows:

1. Section F(1) (Term) of the Agreement is hereby deleted and replaced in its entirety with the following:

"Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date (the "*Initial Term*"), unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement will renew automatically for additional one (1) year renewal terms (each a "*Renewal Term*") at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. SaaS Fees for any Renewal Term may be increased no more than five percent (5%) on an annualized basis. Your right to access or use the Tyler Software and the SaaS Services will terminate upon the termination or expiration of this Agreement."

2. The Annual SaaS Fees Payments portion of the Investment Summary set forth in Exhibit A to the Agreement is hereby replaced in its entirety with the following:

Software Fees					
Annual SaaS Fee Payments	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Enterprise Supervision/Supervision Access Fees	\$135,000	\$135,000	\$135,000	\$141,750	\$148,838
Total Annual SaaS Fee Payments	\$135,000	\$135,000	\$135,000	\$141,750	\$148,838

For the avoidance of doubt, the remainder of the Investment Summary shall remain the same.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]



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

Tyler Technologies, Inc.

Mendocino County, CA

By: Sherry Clark
Sherry Clark (Jan 26, 2024 08:51 CST)

By: 

Name: Sherry Clark

Name: IZEW LOCATELLI

Title: Group General Counsel

Title: Chief Probation officer

Date: 01.26.2024

Date: 1/29/24

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] 1/29/24
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717 / 2560

Line Item: 862189-IT049/ 862189

Grant: ☐ Yes ☒ No

Grant No.: _____

COUNTY OF MENDOCINO

By: [Signature]
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 02/27/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/27/2024

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: [Signature]
Deputy 02/27/2024

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 01/24/2024

CONTRACTOR/COMPANY NAME

By: [Signature]
Sherry Clark (Jan 26, 2024 08:51 CST)

Sherry Clark - Group General Counsel

Date: 01.26.2024

NAME AND ADDRESS OF CONTRACTOR:

Tyler Technologies, Inc.

One Tyler Drive

Yarmouth, ME 04096

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:

APPROVE AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 01/24/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 01/24/2024

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: _____


Mendocino County, CA-ES-AMD 012624

Final Audit Report


2024-01-26

Created:	2024-01-26
By:	Stephanie Brooks (stephanie.brooks@tylertech.com)
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"Mendocino County, CA-ES-AMD 012624" History

 Document created by Stephanie Brooks (stephanie.brooks@tylertech.com)


2024-01-26 - 2:46:14 PM GMT- IP address: 163.116.129.113

 Document emailed to sherry.clark@tylertech.com for signature

2024-01-26 - 2:48:10 PM GMT

 Email viewed by sherry.clark@tylertech.com

2024-01-26 - 2:50:02 PM GMT- IP address: 163.116.253.75

 Signer sherry.clark@tylertech.com entered name at signing as Sherry Clark

2024-01-26 - 2:50:59 PM GMT- IP address: 163.116.253.75

 Document e-signed by Sherry Clark (sherry.clark@tylertech.com)

Signature Date: 2024-01-26 - 2:51:01 PM GMT - Time Source: server- IP address: 163.116.253.75

 Agreement completed.

2024-01-26 - 2:51:01 PM GMT



Adobe Acrobat Sign