**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 10-207**

This Amendment to BOS Agreement No. 10-207 is entered into this _____ day of _____, 2020, 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; 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.   **Term Date:** The termination date set out in the original BOS Agreement No. 10-207 will be extended from December 31, 2020 to December 31, 2023. The initial term of this Amendment, Attachment A, commences on January 1, 2021 and remains in effect for three (3) years.

    This Agreement will be automatically extended on its same terms and conditions for ninety nine (99) additional periods not to exceed one (1) year each unless terminated in writing by either COUNTY or CONTRACTOR at least ninety (90) days prior to the end of the then-current annual term.

2.   **Maintenance and Support Agreement:** The Standard Software Maintenance Agreement, Exhibit C, set out in the original BOS Agreement No.10-207 has been altered and a new Maintenance and Support Agreement, Exhibit 1, is attached herein.

All other terms and conditions of BOS Agreement No. 10-207 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:

_____
DEPARTMENT HEAD   DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: 862230

Grant: ☐ Yes ☒ No

Grant No.: n/a

COUNTY OF MENDOCINO

By: _____
    JOHN HASCHAK, Chair
    BOARD OF SUPERVISORS

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By: _____
    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

By: _____
    Deputy

INSURANCE REVIEW:

By: _____
    Risk Management

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: _____
    Deputy CEO

CONTRACTOR/COMPANY NAME:

By: _____ Date: _____
Bryan Proctor, President-Public Safety Division
NAME AND ADDRESS OF CONTRACTOR:

Tyler Technologies

840 West Long Lake Road

Troy, MI 48098

Em: David.Fallwell@tylertech.com

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: _____
    Deputy

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. 21-23
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

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Attachment A
Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World Systems Corporation ("New World") and Client are parties to an original agreement ("Agreement") dated November 30, 2010 under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

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

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment. Maintenance and support fees for additional software added to the Agreement will be at our the-current rates.

2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.

3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.

4. This Support Agreement 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 Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

By: _____

Name: _Bryan Proctor_____

Title: ___President, Public Safety Division_____

Date: _____10/01/2020_____

Mendocino County, CA

By: _____

Name: _DARREN BREWSTER_____

Title: _UNDERSHERIFF_____

Date: _____07/03/2020_____

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Exhibit 1

Exhibit 1
Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. <u>Term</u>. We provide maintenance and support services on an annual basis. The initial term commences on January 1, 2021 and remains in effect for three (3) years, and shall automatically renew for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. Subsequent renewal terms shall not exceed 99 years.

2. <u>Maintenance and Support Fees</u>. Your maintenance and support fees for the Tyler Software to be paid each year of the initial term will be listed in the applicable invoice in the following amounts:

Period Covered	Amount Invoiced
01/01/21 – 12/31/21	$140,518.56
01/01/22 – 12/31/22	$146,139.30
01/01/23 – 12/31/23	$151,984.87

   Your fees for subsequent terms will be at our then-current rates. Upon request, Tyler will provide Client with a three (3) year maintenance fee table for Client's internal budgeting purposes.

3. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

4. <u>Maintenance and Support Services</u>. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   4.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   4.2 a) provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

   b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via

Exhibit 1

pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

4.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;

4.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

4.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

5. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

6. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

(a) All infrastructure executing Tyler Software shall be managed by you;
(b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
(c) You will perform daily database backups and verify that those backups are successful.

7. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at

Exhibit 1

our then current rates. You must request those services with at least one (1) weeks' advance notice.

8. <u>Current Support Call Process</u>. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.

Exhibit 1
Schedule A

Exhibit 1
Schedule A
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a)   **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b)   **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

Exhibit 1
Schedule A

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.