

Attachment C

Tyler Amendment 1



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 Santa Barbara County, CA ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 20, 2019 ("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. The Eagle Recorder Test and Training Database Tyler Annual Service (a/k/a "Eagle Recorder Test Site in Exhibit 1 of this Amendment and Exhibit F of the Agreement) is hereby removed from the Agreement as of September 1, 2021.
2. As of September 1, 2021, Section 1.2, "Maintenance and Support Fees", of Exhibit B of the Agreement, the sentence "Your fees for each subsequent year will be set at our then-current rates" is deleted and replaced by the language:
 - a. Annual Maintenance and Support Fees for the products and time period(s) in Exhibit 1 of this Amendment, shall be for the amounts shown in Exhibit 1 of this Amendment. Your fees for each subsequent maintenance and support renewal term will be invoiced in accordance with the Agreement at our-then-current rates.
3. As of September 1, 2021, Section 3.2, "Basic Network Services", of Exhibit B of the Agreement, the sentence "Basic Network Services will renew automatically for additional one (1) year terms at our then-current rate, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term", is deleted and replaced by the language below:
 - a. The Basic Network Services will renew automatically for additional one (1) year terms for the amounts shown in Exhibit 1 of this Amendment, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Subsequent annual terms will renew at our then-current rates and in accordance with the Agreement.
4. The total amount paid by the Client pursuant to this Amendment shall not exceed \$450,000 for the time period in Exhibit 1, which amount includes services and products described in this Amendment and future additional services, expenses and products requested by Client pursuant to the Agreement, so long as those Client requested future services, expenses, and products do not exceed \$450,000.



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

SIGNATURES APPEAR ON FOLLOWING PAGE

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: Shirley daGuerra
Deputy Clerk

By: Bob Weber
Chair, Board of Supervisors

Date: 11/16/2021

RECOMMENDED FOR APPROVAL:

Joseph E. Holland

CONTRACTOR:

Tyler Technologies, Inc.

By: Joseph E. Holland
Department Head

By: Gus Tenhundfeld
Authorized Representative

Name: Gus Tenhundfeld

Title: Inside Sales Manager

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy Schaffer, CPA, CPFO
Auditor-Controller

By: Anne Rierson
Deputy County Counsel

By: Robert Geis
Deputy

APPROVED AS TO FORM:

Risk Management

By: Ray Aromatorio
Risk Management





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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Eagle Software - Maintenance and Support	9/1/2021-8/31/2022	9/1/2022-8/31/2023	9/1/2023-8/31/2024	9/1/2024-8/31/2025	9/1/2025-8/31/2026
Recorder Suite	\$ 6,092	\$ 6,092	\$ 6,092	\$ 6,092	\$ 6,092
Full Use Licenses	\$ 27,414	\$ 27,414	\$ 27,414	\$ 27,414	\$ 27,414
Public View Licenses	\$ 2,144	\$ 2,144	\$ 2,144	\$ 2,144	\$ 2,144
Self Service Web	\$ 4,874	\$ 4,874	\$ 4,874	\$ 4,874	\$ 4,874
eRecording	\$ 7,311	\$ 7,311	\$ 7,311	\$ 7,311	\$ 7,311
eMarriage	\$ 2,437	\$ 2,437	\$ 2,437	\$ 2,437	\$ 2,437
eCommerce	\$ 2,437	\$ 2,437	\$ 2,437	\$ 2,437	\$ 2,437
Intelligent Indexing	\$ 14,621	\$ 14,621	\$ 14,621	\$ 14,621	\$ 14,621
Intelligent Redaction	\$ 2,924	\$ 2,924	\$ 2,924	\$ 2,924	\$ 2,924
Government to Government	\$ 3,655	\$ 3,655	\$ 3,655	\$ 3,655	\$ 3,655
API Document Web Service	\$ 2,437	\$ 2,437	\$ 2,437	\$ 2,437	\$ 2,437
PDF Viewer License Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Network Services	\$ 5,343	\$ 5,343	\$ 5,343	\$ 5,343	\$ 5,343
Eagle Recorder Test Site	<i>Cancelled</i>	<i>Cancelled</i>	<i>Cancelled</i>	<i>Cancelled</i>	<i>Cancelled</i>
	\$ 81,689	\$ 81,689	\$ 81,689	\$ 81,689	\$ 81,689
5-Year Term Total	\$ 408,445				
Annual Fee:	\$ 81,689				