

## **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:	COUNTY OF SANTA BARBARA:					
Mona Miyasato County Executive Officer Clerk of the Board						
By: Deputy Clerk	By:  Chair, Board of Supervisors  Date:					
RECOMMENDED FOR APPROVAL:  Joseph E. Holland	CONTRACTOR: Tyler Technologies, Inc.					
By: <u>Joseph E. Holland</u> Department Head	By:  Gus Tinhundful  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: <u>lune Kierson</u> Deputy County Counsel	By: <u>Kobert Guis</u> 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	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		Cancelled	Cancelled		Cancelled	Cancelled		Cancelled
	\$	81,689	\$ 81,689	\$	81,689	\$ 81,689	\$	81,689
5-Year Term Total	\$	408,445						
Annual Fee:	\$	81,689						