



FIFTH AMENDMENT TO STANDARD SOFTWARE LICENSE AND SERVICE AGREEMENT #9382
BETWEEN ALACHUA COUNTY AND TYLER TECHNOLOGIES, INC FOR STANDARD
SOFTWARE LICENSE AND SERVICE AGREEMENT

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. ("Tyler") and Alachua County, Florida ("Client").

WHEREAS, in 2014, the County issued Request for Proposal #14-498 ("RFP") seeking proposals from licensed professionals (hereinafter, referred to as Consultants) for the provision of Purchase of a Comprehensive Enterprise Resource Planning (ERP) System for Finance and Accounting (the "RFP"); and

WHEREAS, the RFP sought proposals for both "client hosted" and "software as a service" ("SaaS") options; and

WHEREAS, New World Systems Corporation ("New World") timely submitted a responsive proposal to the RFP to the County for both options, and the County selected New World to provide the Comprehensive Enterprise Resource Planning (ERP) System; and

WHEREAS, the County and New World subsequently entered into the Standard Software and License Agreement dated October 14, 2014 ("Agreement"), County Agreement number 9382, New World Document number ALAC 14L1E which is in effect until terminated; and

WHEREAS, in general, the Agreement provides for a "client hosted" option, through which Tyler grants the County certain software licenses for said software to be uploaded and used on the County's servers, and also provides that Tyler will provide certain software correction and maintenance services for said software; and

WHEREAS, in general, the Agreement provides that the software correction and maintenance services to be provided by Tyler consists primarily of updates and patches furnished by Tyler for installation by the County; and

WHEREAS, in general, the Agreement provides that the County is responsible for furnishing servers that are capable of running Tyler's software; and

WHEREAS, the Parties entered into the First Amendment to the Agreement on January 22, 2019: (i) to memorialize the merger of New World Systems Corporation into Tyler Technologies, Inc., (ii) to add Sales quote# QUO-57554-X5G6W5 for Socrata Open Finance Module, (iii) to amend the payment and fees provisions to add the Socrata Open Finance Module, and, (iv) to update the insurance and notice provisions; and

WHEREAS, the Parties entered into the Second Amendment to the Agreement on May 28, 2019

through which the Agreement was further amended to change from a client hosted option (i.e., where the software is uploaded by the County onto a server furnished and owned by the County) to the SaaS option (i.e., where the software is loaded by Tyler onto a cloud-based server furnished, owned and maintained by Tyler); and

WHEREAS, the Parties entered into the Third Amendment to the Agreement on April 28, 2020 to add Sales Quotes # 2020- 102424 and 2020-101719 for Human Capital Management through the use of the Executime Time and Attendance Module and to amend the payment and fees provisions to add the Executime Time and Attendance Module (the "Module"); with Quote # 2020-102424 pertaining to the Alachua County Library District's use of the Module (the "Library Module") and Quote # 2020-101719 pertaining to Alachua County's use of the Module (the "County Module").

WHEREAS, the Parties entered into the Fourth Amendment to the Agreement on April 27, 2021 to remove the County Module that was added pursuant to the Third Amendment (i.e., Quote #2020-101719), to amend the annual SaaS Fees accordingly, and to issue credits for unpaid invoices issued to the Client for the County Module and for a payment made by the Client for associated hardware fees and costs.

WHEREAS, Parties wish to resume SaaS Services for Tyler's New World system under the Agreement coincident with the termination of the separate SaaS Agreement for the Tyler Enterprise ERP system with the understanding that the SaaS Services will be provided by Tyler from AWS facilities; and

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

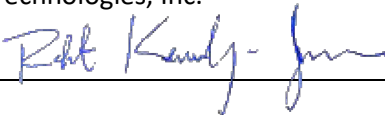
NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Effective 10/1/23, Exhibit A of the Agreement is replaced in its entirety by the Sales quotation attached hereto as Exhibit 1.
2. Section F(1) of the Agreement is replaced in its entirety by the following: The initial term of this Agreement is one (1) year, commencing on October 1, 2023, 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 at our then-current SaaS Fees, but subject to any limitations on increases as expressly set forth in Exhibit 2-B, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
3. Exhibit 2-B of the Agreement is replaced in its entirety by the following: SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. The foregoing notwithstanding, Tyler will limit increases to your annual SaaS fees to five percent (5%) per year for the first four (4) annual renewals immediately following the initial term.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. 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.

Tyler Technologies, Inc.

Alachua County, Florida

By: 

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Senior Director of Policy & Compliance, Legal

Title: _____

Date: 5/6/24

Date: _____

Approved as to Form

Alachua County Attorney



Exhibit 1

Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Sales quotation follows this page.

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Quoted By:
 Quote Expiration:
 Quote Name:

Dudley Wellington
 8/31/24
 Alachua County- New NW Hosting

Sales Quotation For:
 Alachua County
 12 SE 1st St
 Gainesville FL 32601-6826

Tyler Annual Software - SaaS

Description	Annual
New World ERP	
Financials	
Accounting/General Ledger	\$ 24,490
-Budgeting/Annual Budgeting	
-Accounts Payable	
-Revenue Collections	
Purchase Orders	\$ 7,350
Contract Management	\$ 3,150
Fixed Assets	\$ 3,150
Bank Reconciliation	\$ 2,450
Project Accounting	\$ 3,150
Grant Accounting	\$ 3,150
Misc Billing & Receivables	\$ 3,150
Decision Support Base Datamart	\$ 7,350
FM Analytics	\$ 9,100
FM Dashboards	\$ 5,250
eSuite Base	\$ 7,350
User License to Unlimited Site License	\$ 3,750
Third Party Document Imaging Interface	\$ 3,150
Career Source	\$ 15,000
Poll Workers	\$ 5,500
Library	\$ 5,500
Government(GASB) Reporting	\$ 7,350
Payroll/HR	
Payroll/HR	\$ 18,200
-Position Control	
-Personnel Management	
Position Budgeting	\$ 4,200
Benefits Administration	\$ 3,500
Benefits Tracking	\$ 4,200
Leave Management	\$ 5,250
Personnel Actions	\$ 4,200
Employee Event Tracking	\$ 4,200
Time & Attendance Interface	\$ 4,200
Third Party Applicant Interface	\$ 3,150
HR Analytics	\$ 9,100
HR Dashboard	\$ 5,250
eEmployee	\$ 10,500
eBenefits Admin	\$ 5,250
TOTAL	\$ 200,540

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total SaaS	\$ 0	\$ 200,540
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 200,540
Contract Total	\$ 200,540	