

**FIRSTAMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND TYLER TECHNOLOGIES FOR SaaS
NO. 13484**

THIS AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Tyler Technologies Inc., a which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and Contractor previously entered into an Agreement dated September 14, 2022 for Software as a Service, identified by No. 13484 (the “Agreement”); and

WHEREAS, the County has determined additional requirements for effective use of the services provided by the Contractor and has elected to amend the Agreement to allow the Contractor to furnish additional service to Alachua County; and

WHEREAS, the Parties desires to amend the Agreement as provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

- A. Amendment. Exhibit A, of the Agreement titled “Investment Summery” is amended to add Exhibit A1 and A2, attached to this Amendment, which details the addition services required and accompanying increase in the Agreement cost of \$547,509.00.

- B. Payment Terms.
 - I. SaaS Fees (inclusive of Annual Payroll Tax Table Updates). The annual SaaS fees payable under the Agreement shall be increased in the amount of \$56,373 for the Tyler Software added herein. The first year’s annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the County’s annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
 - II. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
 - III. Dedicated Project Manager Services. Fees for dedicated project manager services will be billed monthly, in arrears.

- C. Effective Date. This Amendment shall be effective upon and after full execution of this Amendment by the Parties.

- D. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: Anna Prizzia
Anna Prizzia, Chair
Board of County Commissioners
Date: Jan 31, 2023

ATTEST

Jess Irby
J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:
Robert C. Swain
274E045D4F99416
Alachua County Attorney's Office

CONTRACTOR

By: Robert Kennedy-Jensen
Print: Robert Kennedy-Jensen
Title: Group General Counsel
Date: January 6, 2023

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT A1



Sales Quotation For:

Alachua County
 12 SE 1st St
 Gainesville FL 32601-6826
 Phone: +1 (352) 338-7366

Quoted By: Tim Vickers
 Quote Expiration: 05/07/23
 Quote Name: Alachua County-ERP-Munis-Additional Products/Services
 Quote Description: Alachua County - Additional Services & Products
 SaaS Term: 3.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management Employee Expense Reimbursement	1	116	\$ 21,074.00
TOTAL	116		\$ 21,074.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
50% of Dedicated Project Manager (Monthly) Conversions – See Detailed Breakdown Below	14	\$ 14,800.00	\$ 0.00	\$ 207,200.00	\$ 0.00
Onsite Implementation	32	\$ 225.00	\$ 0.00	\$ 7,200.00	\$ 0.00
Remote Implementation	84	\$ 200.00	\$ 0.00	\$ 16,800.00	\$ 0.00
TOTAL				\$ 283,000.00	\$ 0.00

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Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 21,074.00
Total Tyler Services	\$ 283,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 283,000.00	\$ 21,074.00
Contract Total	\$ 346,222.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Professional Services				
Accounting Actuals Conversion - Additional 2 Years	1	\$ 4,700.00	\$ 0.00	\$ 4,700.00
Accounting Budgets Conversion - Additional 2 Years	1	\$ 4,700.00	\$ 0.00	\$ 4,700.00
Conversion of NWS Attachments to Tyler Content	1	\$ 33,000.00	\$ 0.00	\$ 33,000.00
Project & Grants Actuals Conversion - Additional 2 Years	1	\$ 4,700.00	\$ 0.00	\$ 4,700.00
Project & Grants Budgets Conversion - Additional 2 Years	1	\$ 4,700.00	\$ 0.00	\$ 4,700.00

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TOTAL \$ 51,800.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management	1	64	\$ 37,000.00
Vendor Access			
Sub-Total:			\$ 37,000.00
Less <i>Discount</i> :			\$ 3,700.00
TOTAL:			\$ 33,300.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Onsite Implementation	16	\$ 225.00	\$ 0.00	\$ 3,600.00	\$ 0.00
Remote Implementation	48	\$ 200.00	\$ 0.00	\$ 9,600.00	\$ 0.00
TOTAL				\$ 13,200.00	\$ 0.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;

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- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

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Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

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Exhibit A2



Sales Quotation For:

Alachua County
 12 SE 1st St
 Gainesville FL 32601-6826
 Phone: +1 (352) 338-7366

Quoted By: Tim Vickers
 Quote Expiration: 06/13/23
 Quote Name: Alachua County-ERP-Munis-Separate Library Database for the Separate Library Database
 Quote Description: Alachua County Library - Separate Database
 SaaS Term: 3.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management	1	0	\$ 0.00
Accounting	1	0	\$ 0.00
Accounts Payable	1	0	\$ 0.00
BMI Asset Track Interface	1	0	\$ 0.00
BMI CollectIT Interface	1	0	\$ 0.00
Budgeting	1	0	\$ 0.00
Capital Assets	1	0	\$ 0.00
Cash Management	1	0	\$ 0.00
Contract Management	1	0	\$ 0.00
Inventory	1	0	\$ 0.00
Project & Grant Accounting	1	0	\$ 0.00
Purchasing	1	0	\$ 0.00
Human Resources Management	1	0	\$ 0.00
Employee Expense Reimbursement	1	0	\$ 0.00
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Human Resources & Talent Management	1	0	\$ 0.00
Payroll w/ESS	1	0	\$ 0.00
Recruiting	1	0	\$ 0.00
Risk Management	1	0	\$ 0.00
Revenue Management	1	0	\$ 0.00
Accounts Receivable	1	0	\$ 0.00
General Billing	1	0	\$ 0.00
Content Management	1	0	\$ 0.00
Content Manager Core	1	0	\$ 0.00
Data Insights	1	0	\$ 0.00
Enterprise Analytics and Reporting w Executive Insights	1	0	\$ 0.00
Additional	1	0	\$ 0.00
Alachua County - Separate SaaS Database for Alachua Library	1	0	\$ 34,299.00
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 0.00
Subscription Fees	1	0	\$ 0.00
ACFR Statement Builder	1	0	\$ 0.00
Recurring Services	1	0	\$ 1,000.00
Annual Payroll Tax Table Updates	1	0	\$ 1,000.00
TOTAL	0	0	\$ 35,299.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Miscellaneous Remote Implementation Hours	340	\$ 185.00	\$ 0.00	\$ 62,900.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 32,490.00	\$ 0.00
TOTAL				\$ 95,390.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 35,299.00
Total Tyler Services	\$ 95,390.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 95,390.00	\$ 35,299.00
Contract Total	\$ 201,287.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Actuals up to 3 years	1	\$ 1,000.00	\$ 500.00	\$ 500.00
AC - Budgets up to 3 years	1	\$ 1,000.00	\$ 500.00	\$ 500.00
AC Standard COA	1	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
Accounts Payable				
AP - Checks up to 5 years	1	\$ 2,200.00	\$ 1,100.00	\$ 1,100.00
AP - Invoice up to 5 years	1	\$ 2,800.00	\$ 1,400.00	\$ 1,400.00
AP Standard Master	1	\$ 1,200.00	\$ 600.00	\$ 600.00
Capital Assets				
CA - History	1	\$ 1,000.00	\$ 500.00	\$ 500.00

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CA Std Master	1	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
Contract Management				
Contracts	1	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
General Billing				
GB - Bills up to 5 years	1	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00
GB - Recurring Invoices	1	\$ 1,680.00	\$ 840.00	\$ 840.00
GB Std CID	1	\$ 1,000.00	\$ 500.00	\$ 500.00
Payroll				
HR Human Resources - Certifications	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - Education	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - PM Action History up to 5 years	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - Position Control	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - Recruiting	1	\$ 1,400.00	\$ 700.00	\$ 700.00
PR Payroll - Accrual Balances	1	\$ 1,500.00	\$ 750.00	\$ 750.00
PR Payroll - Accumulators up to 5 years	1	\$ 1,400.00	\$ 700.00	\$ 700.00
PR Payroll - Check History up to 5 years	1	\$ 1,200.00	\$ 600.00	\$ 600.00
PR Payroll - Deductions	1	\$ 1,800.00	\$ 900.00	\$ 900.00
PR Payroll - Earning/Deduction Hist up to 5 years	1	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
PR Payroll - Standard	1	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
PR Payroll - State Retirement Tables	1	\$ 1,400.00	\$ 700.00	\$ 700.00
Project & Grant Accounting				
PG - Actuals up to 3 years	1	\$ 1,000.00	\$ 500.00	\$ 500.00
PG - Budgets up to 3 years	1	\$ 1,000.00	\$ 500.00	\$ 500.00
PGA Standard	1	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
Purchasing				
Purchasing - Standard	1	\$ 1,800.00	\$ 900.00	\$ 900.00
TOTAL				\$ 32,490.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

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The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 200 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

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Item #11, 23-0284, 01102023

Final Audit Report

2023-01-31

Created:	2023-01-26
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1pcXAUwTwYIP_tI9b7Y9CasZqwia-FP7

"Item #11, 23-0284, 01102023" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
2023-01-26 - 4:18:14 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocchairsignature@alachuacounty.us for signature
2023-01-26 - 4:18:57 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us
2023-01-31 - 2:20:12 PM GMT- IP address: 163.120.80.11
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Anna Prizzia
2023-01-31 - 6:30:14 PM GMT- IP address: 163.120.80.69
-  Document e-signed by Anna Prizzia (bocchairsignature@alachuacounty.us)
Signature Date: 2023-01-31 - 6:30:16 PM GMT - Time Source: server- IP address: 163.120.80.69
-  Document emailed to jki@alachuaclerk.org for signature
2023-01-31 - 6:30:18 PM GMT
-  Email viewed by jki@alachuaclerk.org
2023-01-31 - 8:17:12 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2023-01-31 - 8:17:25 PM GMT- IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2023-01-31 - 8:17:27 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
2023-01-31 - 8:17:27 PM GMT