

**FIRST AMENDMENT TO STANDARD SOFTWARE LICENSE AND SERVICE  
AGREEMENT #9382  
BETWEEN ALACHUA COUNTY AND TYLER TECHNOLOGIES, INC. (FORMERLY  
NEW WORLD SYSTEMS CORPORATION)**

**THIS FIRST AMENDMENT TO AGREEMENT** (“First Amendment”), made and entered into this 22<sup>d</sup> day of January A.D. 2019, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” or Customer”, and Tyler Technologies, Inc. (formerly New World Systems Corporation), hereinafter referred to as “Tyler.” Collectively, the County and the Tyler shall be referred to herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, in 2014, the County issued Request for Proposal #14-498 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**, New World Systems Corporation (“New World”) timely submitted a responsive proposal to the RFP to the County 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 October 2015, New World Systems Corporation merged with and into Tyler Technologies; and

**WHEREAS**, pursuant to Section 17.10, of the Agreement, Successors and Assigns, the County and New World each bound the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement; and

**WHEREAS**, Tyler is the successor in interest to New World under the Agreement; and

**WHEREAS**, New World has assigned and novated, transferred and conveyed to Tyler all of its rights, title, interests, duties, obligations, responsibilities and liabilities for, in and related to the Agreement and, and Tyler has accepted the assignment and novation, transfer and conveyance, and agrees to assume all of New World’s rights, titles, interests, duties, obligations, responsibilities and liabilities for, in and related to the Agreement; and

**WHEREAS**, the County consents to the assignment and novation from New World to Tyler of all rights, title, interests, duties, obligations, responsibilities and liabilities for, in and related to the Agreement; and

**WHEREAS**, the Parties wish to amend the Agreement to: (i) memorialize merger of New World Systems Corporation into Tyler Technologies, (ii) to add Sales quote #QUO-57554-X5G6W5 to the Agreement for a Socrata Open Finance Module, (iii) to update to amend the payment and fees for the Socrata Open Finance Module (iv) to update the Insurance and Notice provisions.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

A. The Parties agree that the Recitals set forth above are true and correct and are incorporated into, and made part of, this First Amendment.

B. New World Systems Corporation merged with and into Tyler Technologies with Tyler being the surviving entity, and Tyler agrees to assume all of New World's rights, titles, interests, duties, obligations, responsibilities and liabilities for, in and related to the Agreement. The County consents to Tyler's assumption, and agrees to be bound in all respects by the terms of the Agreement, as amended. Accordingly, all references to New World as shown in the Agreement is hereby amended to be Tyler Technologies, Inc. ("Tyler").

C. The items in Sales Quotation# QUO-57554-X5G6W5, Attachment "A" to this Amendment are hereby added to the Agreement and subject to its terms, along with the terms of this Amendment. The County understands and agrees that the Socrata Open Finance module set forth in the sales quote is licensed to the County on a subscription basis. If payment of required annual fee, in accordance with the below terms, is not received, the license to use the associated module will be suspended unless and until payment in full has been made.

D. Payment of fees and costs for the items identified in Attachment "A" shall conform to the following terms:

1. Socrata Open Finance: Tyler shall invoice the Year 1 Hosting Fee for Socrata Open Finance module to the County on April 1, 2019 at the rates set forth in Attachment A. Subsequently, the Annual Hosting Fee for Socrata Open Finance module is due annually in advance on the anniversary of that date at our then-current rates.

2. Services Fees & Expenses. The fees for Services, along with applicable expenses, shall be invoiced as provided and/or incurred at the rates set forth in Attachment A.

E. Pursuant to Section 12.0 of the Agreement, (**Insurance**), Tyler shall provide the County with a current Certificate of Insurance in accordance with the amounts stated in the Agreement, which shall identify Tyler as the named insured and the County as an additional named insured and certificate holder on the Commercial General Liability and Automobile Liability policies.

F. Pursuant to Section 16.0 of the Agreement (**Notice**), is hereby amended to reflect the address of Tyler:

Tyler Technologies Inc.  
PO Box 203556  
Dallas, TX 75320

G. This First Amendment shall take effect on upon execution by both Parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By Charles Chestnut, IV

Charles Chestnut, IV, Chair  
Board of County Commissioners

Date: 1/22/2019

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby  
J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

TYLER TECHNOLOGIES, INC.

ATTEST:

By: Andrea Fravert

Print: Andrea L. Fravert

Title: Director of Legal Affairs

By: Robert Kennedy-Jensen

Print: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 12/4/18

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



**Sales Quotation For**  
 Alachua County  
 12 SE 1st St  
 Gainesville, FL 32601-6826  
 Phone +1 (352) 338-7366

**Quoted By:** Brad Reed  
**Date:** 11/2/2018  
**Quote Expiration:** 1/31/2019  
**Quote Name:** Alachua County – Open Finance  
**Quote Number:** QUO-57554-X5G6W5  
**Quote Description:** Socrata Open Finance

**Software and Related Services**

| Description                 | Year 1 Hosting Fee | Discount   | Year 1 Hosting Fee | Imp. Cost         | Imp. # of Hours |
|-----------------------------|--------------------|------------|--------------------|-------------------|-----------------|
| Socrata Open Finance (SaaS) | \$16,000.00        | \$1,600.00 | \$14,400           | \$5,100.00        | 32.0            |
| <b>Total:</b>               | <b>\$14,400.00</b> |            |                    | <b>\$5,100.00</b> | <b>32.0</b>     |

**Summary**

|   |                    |                           |             |
|---|--------------------|---------------------------|-------------|
| Total Software  | \$0.00             | <b>Year 1 Hosting Fee</b> | \$14,400.00 |
| Total Services  | \$5,100.00         |                           | \$0.00      |
| <b>Contract Total (Excluding Estimated Travel Expenses)</b> | <b>\$19,500.00</b> |                           |             |

**Footnotes**

Hosting fee will renew annually at our then current rates

CONFIDENTIAL



## Socrata Open Finance Terms

### 1. Use of Service.

- a. *Customer Owned Data.* All data, files, information, content and links uploaded or provided by Customer through the use of the Service remains the property of Customer, as between Company and Customer (Customer Data). Customer grants Company the right to use the Customer Data solely for purposes of performance under by this agreement. During the term of this agreement, Customer may export its Customer Data as allowed by functionality within the Service.
- b. *Access and Usage by Users and Contractors.* Customer may allow its users and third-party contractors to access the Service in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its users and contractors.
- c. *Public Users.* The Service provides Customer with functionality to publish all or part of Customer Data to the general public through one or more public facing websites. Customer is responsible for determining the online terms of use and license relative to a public user's (Public User) use of Customer Data, and the enforcement thereof. Once a user publicly publishes Customer Data using the Service, Company has no control over a Public User's use or misuse of Customer Data. Users have the ability within the Service to remove the public setting applied to Customer Data and revert it to a private setting.
- d. *Customer Responsibilities.* Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible all activity occurring under its account; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Company promptly of any such unauthorized access; (iv) may use the Service only in accordance with the Service's technical documentation (Documentation); (v) comply with all federal, state and local laws, regulations and policies of Customer, as to its use of the Service, Customer Data, and instructions to Company regarding the same.
- e. *Company Support.* Company will provide customer support for the Service under the terms of Company's Customer Support Policy (Support) which is located at <https://support.socrata.com/hc/en-us>. Company will report scheduled maintenance windows, outages or other events affecting on Company's support site.
- f. *Customer Data Backup.* Customer is providing Company a copy of Customer Data, and Company is not the system of record of Customer Data. Any laws and regulations governing Customer for retention of Customer Data remains Customer's responsibility. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER DATA.
- g. *API.* Company will provide access to its application-programming interface (API) as part of the Service if purchased under an order. Subject to the other terms of this agreement, Company grants Customer a non-exclusive, nontransferable, terminable license to interact only with the Service as allowed by the API. Customer may not use the API in a manner--as reasonably determined by Company--that exceeds the capacity limits in the order, constitutes excessive or abusive usage, or fails to comply with any part of the API. If any of these occur,

Company can suspend or terminate Customer's access to the API on a temporary or permanent basis. Company may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Customer, but Company will use commercially reasonable efforts to support the previous version of the API for at least 6 months. Company may add new endpoints or fields in API results without prior notice to Customer. The API may be used to connect the Service to hosted or on-premise software applications not provided by Company (Non-Company Applications). Customer is solely responsible for development, license, access to and support of Non-Company Applications, and Customer's obligation under this agreement are not contingent on access to or availability of any Non-Company Application.

- h. *Exclusion.* Company is not responsible for any data breach caused by Customer, its users or contractors, or otherwise arising from their technology or systems or networks (including but not limited to Non-Company Applications), or where Customer Data is used with a Trial Service.
- i. *Aggregate Anonymized Data.* During and after the term of this agreement, Company may use and owns all aggregate anonymized data within the Service for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes.

2. Other Terms.

- a. *Third-Party Platform Service.* Customer may be provided with access to certain third-party web-based components as part of the Service (example without limitation, third-party stock photos, public datasets, and third-party maps) (Third-Party Services). Customer must agree to such Third-party Service contracts if it chooses to use those third-party services. Such Third-Party Services will be solely governed by such third-party service contracts, and are provided AS-IS.
- b. *Open Source Code with the API.* Company does not own any open source code that may be provided with the API and it is provided as a convenience to Customer. Such opens source code is provided AS IS and is governed by the applicable open source license that applies to such code.
- c. *Federal Application.* The Service and Documentation is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the Service and the Documentation that are provided under this agreement.
- d. *Feedback.* If Customer provides feedback or suggestions about the Service, then Company (and those it allows to use its technology) may use such information without obligation to Customer.



# Agenda

**ALACHUA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium  
Second Floor  
12 SE 1st Street**

**January 22, 2019 BoCC Regular Meeting 9:00AM**

**Agenda Item #25.**

**Agenda Item Name:**

First Amendment to Standard Software License and Service Agreement with Tyler Technologies, Inc.  
(Formerly New World Systems Corporation)

**Presenter:**

Todd Hutchison 374-3605

**Item Description:**

First amendment to software agreement #9382 with Tyler Technologies to add an open government transparency module known as Socrata Open Finance Module.

**Recommended Action:**

Approve 1st amendment to software license and service agreement #9382 and authorize the Chair and Clerk to sign the amendment.

**Prior Board Motions**

Original software license and service agreement #9382 approved by unanimous motion on October 14, 2014.

**Fiscal Consideration:**

The implementation cost for the Socrata Open Finance Module is a one time fee of \$5,100. In addition to implementation costs, there is an annual hosting fee. The year 1 hosting fee is \$14,400 and will be due on April 1, 2019. The hosting fee will renew annually on the anniversary date at the then current published rates.

**Background:**

On October 14, 2014, the Board of County Commissioners approved a standard software license and services agreement with New World Systems for an integrated financial system. In October 2015 New World Systems merged with and into Tyler Technologies. In August 2016 the county will live with the Financial Management Module, including Accounts Payable, Accounts Receivable, Cash Receipts, General Ledger, Projects, and Purchasing. The HR/Payroll Module is set to go live in January 2019. This 1st amendment to the software agreement will allow the county to open up the financial data in the new financial system to the public which will increase transparency.