

**AMENDMENT NO. 8 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
TYLER TECHNOLOGIES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Tyler Technologies, Inc., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on February 8, 2013, the parties entered into an Agreement for cloud services, an open data portal, and GovStat services for a not to exceed amount of \$52,372; and

WHEREAS, on June 18, 2013, an amendment was executed to increase the contract amount by \$359,856, for a new not to exceed amount of \$412,228, and to extend the term through June 30, 2015; and

WHEREAS, on June 16, 2015, an amendment was executed to increase the contract amount by \$413,119.92, for a new not to exceed amount of \$825,347.92, and to extend the term through June 30, 2017; and

WHEREAS, on June 17, 2016, an amendment was executed to add consulting services for the redesigning of the County's Measure A Dashboard, and to increase the contract amount by \$1,600, for a new not to exceed amount of \$826,947.92; and

WHEREAS, on July 20, 2016, an amendment was executed to add the procurement of software subscription licensing and support for the Contractor's Perspectives platform, and to increase the contract amount by \$22,200, for a new not to exceed amount of \$849,147.92; and

WHEREAS, on June 27, 2017, an amendment was executed to increase the contract amount by \$444,583.92, for a new not to exceed amount of \$1,293,731.84, and to extend the term through June 30, 2019; and

WHEREAS, on April 30, 2018, Socrata was acquired and became a wholly owned subsidiary of Tyler Technologies, Inc. (“Tyler”); and

WHEREAS, Tyler (or “Assignee”) will accept assignment of the Agreement; and

WHEREAS, on June 25, 2019, an amendment was executed to continue the Software as a Service for an Open Data application through June 30, 2019, and on July 1, 2019, replace Open Data with Socrata Connected Government Cloud – Program Edition, increase the contract amount by \$420,000, for a new not to exceed amount of \$1,713,731.84, and extend the term through June 30, 2021; and

WHEREAS, on June 8, 2021, an amendment was executed to increase the contract amount by \$420,000, for a new not to exceed amount of \$2,133,731.84, and to extend the term through June 30, 2023, with an option to extend the term through June 30, 2024; and

WHEREAS, the parties wish to amend the Agreement for the continuation of Software as a Service for the Socrata Connected Government Cloud – Program Edition, increase the contract amount by \$216,300, for a new not to exceed amount of \$2,350,031.84, and exercise the option to extend the term through June 30, 2024.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2 of the agreement is amended to read as follows:

Contract Term: The term of this Agreement shall be from February 8, 2013 to June 30, 2024, unless terminated pursuant to Section 10 of the amendment entered into by the parties on June 8, 2021. County’s right to access or use the SaaS Services will terminate at the end of this Agreement.

2. Section 2 of the agreement is amended to read as follows:

Payments: In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County reasonably determines that the quantity or quality of the work performed is unacceptable and Contractor is unable to cure the deficiency within 10 business days of being notified of said deficiency by the County. In no event shall total payment for services under this Agreement exceed Two Million, Three Hundred Fifty Thousand, Thirty- One Dollars and Eighty-Four Cents (\$2,350,031.84).

3. Exhibit A, Section II, Amount and Method of Payment table is replaced with the following:

Amount and Method of Payment:

ORIGINAL CONTRACT AMOUNT	\$52,372.00
RENEWAL FOR 2013-2015 (\$179,928 X 2 YEARS)	\$359,856.00
RENEWAL FOR 2015-2017 (\$206,559.96 X 2 YEARS)	\$413,119.92
MEASURE A DASHBOARD REDESIGN	\$1,600.00
PERSEPCTIVES LICENCES AND SUPPORT PACKAGE	\$22,200.00
RENEWAL FOR 2017-2019 (\$222,291.96 X 2 YEARS)	\$444,583.92
RENEWAL FOR 2019-2021 (\$210,000 X 2 YEARS)	\$420,000.00
RENEWAL FOR 2021-2023 (\$210,000 X 2 YEARS)	\$420,000.00
OPTIONAL RENEWAL FOR 2023-2024	\$216,300.00

TOTAL: \$2,350,031.84

4. All other terms and conditions of the agreement dated February 8, 2013, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Tyler Technologies, Inc.


Sam Williams III (May 17, 2023 16:48 PDT)
Contractor Signature

May 17, 2023
Date

Tyler technologies
Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

San Mateo County, CA - Tyler Amendment

Final Audit Report

2023-05-17

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"San Mateo County, CA - Tyler Amendment" History

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