

Amendment No. 1 to Non-Standard Annual Software Support Agreement between the County of Monterey and Tyler Technologies, Inc.

THIS AMENDMENT No. 1 to the Non-Standard Software-as-a-Service (“SaaS”) Services Agreement (A-15637) (hereinafter referred to as “Agreement”) between the County of Monterey, a political subdivision of the State of California (hereinafter, “COUNTY”), and Tyler Technologies, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the COUNTY and CONTRACTOR (collectively, the “parties”).

WHEREAS, contemporaneous with this amendment, COUNTY Board of Supervisors ratified the December 7, 2021 execution of the Agreement between COUNTY and Tyler Technologies Inc. effective December 1, 2021 through November 30, 2026, in an amount not to exceed \$669,475.00; and

WHEREAS, the Agreement provides for automatic renewal through invoice payment; and

WHEREAS, the parties desire to amend the initial term of the Agreement to strike future automatic renewal provisions and to provide a fixed term; and

WHEREAS, this “Amendment No. 1” is necessary due to the COUNTY CLERK/RECORDER’s Office business needs to provide reliable and high-quality services to the residents of Monterey County.

NOW THEREFORE, the parties agree the Agreement is amended retroactively to December 1, 2021 as follows:

1. **Section 1** under **Section F**, of the Agreement shall be **amended by removing:**

Term. The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Following the initial term, this Agreement may be renewed upon written mutual consent of the parties. The foregoing notwithstanding, the Client’s payment of a SaaS invoice issued by Tyler for a renewal term shall be deemed Client’s consent to renew. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

and replacing it with:

Term. The initial term of this Agreement is five (5) years, commencing on December 1, 2021, unless earlier terminated as set forth below. Following the initial term, this Agreement may be renewed upon written mutual consent of the parties. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. If there is any conflict or inconsistency between the provisions of the Agreement or this Amendment No. 1, the provisions of this Amendment No. 1 shall govern.

3. A copy of this Amendment No. 1 shall be attached to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the last date opposite the respective signatures below.

COUNTY OF MONTEREY
DocuSigned by:
Marina Camacho
2180F187CA9B422
Assessor-County Clerk/Recorder
Dated: 3/2/2023 | 7:41 AM PST

CONTRACTOR
DocuSigned by:
By: Matthew H. (Gus) Tenhundfeld
76558C651A804E8...
Gus Tenhundfeld, Inside Sales Manager
Printed Name and Title
Dated: 2/6/2023 | 10:06 AM PST

DocuSigned by:
By: Rob Kennedy-Jensen
F94D1C0F3E5A443...

Approved as to Fiscal Provisions:

DocuSigned by:
Bruce Mousa
811C33563B9474
Auditor-Controller
Dated: 2/7/2023 | 10:41 AM PST

Rob Kennedy-Jensen, Group General Counsel
Printed Name and Title
Dated: 2/6/2023 | 10:07 AM PST

Approved as to Form:

DocuSigned by:
Shane Elin Strong
56215E484264400...
Deputy County Counsel
Dated: 2/6/2023 | 10:20 AM PST

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.