



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

This FOURTH AMENDMENT to the Agreement ("Fourth Amendment"), made and entered into this ___ day of _____ A.D. 2021, 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 "Client", and Tyler Technologies, Inc., hereinafter referred to as "Tyler". Collectively, the County and Tyler shall be referred to herein as the "Parties".

WITNESSETH:

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 now desire to further amend the Agreement 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.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree to amend the Agreement as follows:

1. The following Tyler Software as a Service (SaaS) and related fees and costs for the County Module, which were incorporated into the Agreement by Exhibit 1, Schedule 2 (*i.e.*, Quote # 2020-101719) to the Third Amendment, are hereby removed from the Agreement as of the date of this Fourth Amendment ("Amendment Effective Date"):
 - a. ExecuTime Time & Attendance (900);
 - b. ExecuTime Time & Attendance Import; and
 - c. ExecuTime Time & Attendance Mobile Access.
2. As of the Amendment Effective Date, Client's right to access the County Module is terminated, as are Tyler's obligations to maintain, support, host and update the County Module. Tyler and Client acknowledge and agree that the remainder of the Third Amendment, including the Library Module as set forth in Exhibit 1 Schedule 1 to the Third Amendment, shall remain in full force and effect.
3. As of the Amendment Effective Date, Client's annual SaaS Fees payment obligation under the Agreement is reduced by \$24,500.01 as a result of the removal of the above-listed County Module.

4. The Client's obligations to pay the fees and costs for the County Module are terminated. The balance due from the Client for the County Module is hereby voided Tyler issued unpaid invoices listed below to the Client. For bookkeeping purposes, Tyler shall not cancel the invoices, but instead shall credit the Client in the full amount of each invoice as set forth below:
- a. Invoice #045-306320, dated June 10, 2020, in the amount of \$6,309.59. Exhibit 1, Schedule 2 of the Third Amendment established \$6,309.59 as the prorated annual fee for the County Module for the period of 4/28/2020 through 7/31/2020. Tyler hereby issues a credit to Client in the amount of \$6,309.59 to be applied to Invoice #045-306320; and
 - b. Invoice #045-312612, dated August 1, 2020, in the amount of \$24,500.01. Exhibit 1, Schedule 2 of the Third Amendment established \$24,500.01 as the annual fee for the County Module. Tyler issued Invoice #045-312612 to the Client for the annual fee for the County Module for the period 08/01/2020 through 07/31/2021. Tyler hereby issues a credit to Client in the amount of \$24,500.01 to be applied to Invoice #045-312612.
 - c. The balances due for Tyler services on the invoices in the chart below are hereby voided and credited for the applicable amounts:

Invoice #	Invoice Date	Amount Credited
045-312109	July 31, 2020	\$750.00
045-314862	August 31, 2020	\$2,062.50
045-318409	September 30, 2020	\$412.50
045-320197	October 31, 2020	\$562.00
045-323511	November 30, 2020	\$525.00

5. In recognition of hardware fees and costs invoiced to the Client pursuant to Invoice #045-312301 and paid by Client to Tyler for implementation of the County Module, Tyler shall issue to Client a credit of \$23,177.00 upon receipt of the hardware. Client may apply such credit, in its discretion, to any fees due to Tyler under the Agreement.
6. This Fourth Amendment, upon execution, shall serve as Client's documentation for the credits issued (the executed Amendment is your credit invoice from Tyler).
7. Upon execution, Client agrees to pay all outstanding undisputed balances owed Tyler within 30 day of the execution of this Fourth Amendment. Failure to pay such balances may result in suspension of delivery of services by Tyler as authorized by the Agreement.
8. This Fourth Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement, as previously amended by the First, Second and Third Amendments.

9. Except as expressly indicated in this Fourth Amendment, all other terms and conditions of the Agreement, as amended by the First, Second and Third Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Senior Corporate Attorney

Date: 04/14/2021

Alachua County, FL

By: _____

Name: _____

Title: Chair

Date: _____

ATTEST:

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

APPROVED AS TO FORM

Alachua County Attorney's Office