



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
OKALOOSA COUNTY, FLORIDA AND
TYLER TECHNOLOGIES, INC.
CONTRACT NO. C21-3071-GM**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and Tyler Technologies, Inc. (the "Contractor"), executed this 8th day of March, 2024, is made a part of the original Agreement dated April 20, 2021, Contract No. C21-3071-GM (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **AMENDMENT:** The County and Contractor wish to amend Section C #3 of the original agreement to add eighty (80) additional professional services hours at the rate of \$200.00 per hour for a total amount of \$16,000.00 as reflected in Attachment "A" attached hereto and made a part of the agreement.
2. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.**
Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "B". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.
3. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated April 20, 2021 and any amendments thereto, shall remain in full force and effect.
4. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

TYLER TECHNOLOGIES, INC.:

Robert Kennedy-Jensen
Signature 3/5/2024

BY: _____

Robert Kennedy-Jensen, Group General Counsel
Print Name

OKALOOSA COUNTY, FLORIDA

DeRita
BY: Mason
Digitally signed by DeRita
Mason
Date: 2024.03.07 11:05:08
-06'00'

DeRita Mason, Purchasing Manager



ATTACHMENT "A"
Contractor's Proposal



Quoted By:
Quote Expiration:
Quote Name:

Garth Magness
6/5/24

Sales Quotation For:
Okaloosa County
1804 Lewis Turner Blvd Ste 402
Suite 402
Fort Walton Beach FL 32547-1285
Phone: +1 (850) 651-7570

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Implementation Services - Remote	80	\$ 200	\$ 16,000	\$ 0
TOTAL:			\$ 16,000	\$ 0

Summary	One Time Fees	Recurring Fees
Total Services	\$ 16,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 16,000	\$ 0
Contract Total	\$ 16,000	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

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) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- 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.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.



ATTACHMENT "B"
Scrutinized Companies Certificate



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Tyler Technologies, Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: March 5, 2024

SIGNATURE: *Rob Kennedy-Jensen*

COMPANY: Tyler Technologies, Inc.

NAME: Robert Kennedy-Jensen
(Typed or Printed)

ADDRESS: One Tyler Drive

TITLE: Group General Counsel

Yarmouth, ME

E-MAIL: rob.kennedy-jensen@tylertech.com

04096

PHONE NO.: 800-772-2260



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

TYLER TECHNOLOGIES, INC.:

Robt Kennedy-Jensen
Signature 3/5/2024

BY: _____

Robert Kennedy-Jensen, Group General Counsel
Print Name

OKALOOSA COUNTY, FLORIDA

DeRita
BY: Mason Digitally signed by DeRita
Mason Date: 2024.03.07 11:05:08
-06'00'

Perita Mason, Purchasing Manager

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C71-3071-012 Tracking Number: 5091-24
Procurement/Contractor/Lessee Name: Tyler Tech Grant Funded: YES ___ NO X
Purpose: 1st amendment
Date/Term: 4-19-2025 1. GREATER THAN \$100,000
Department #: 4400 2. GREATER THAN \$50,000
Account #: 534900 3. \$50,000 OR LESS
Amount: \$ 16,000
Department: GM Dept. Monitor Name: KAMPAT

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 2-6-24
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____ Date: _____
Grants Coordinator: Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 2-7-24
Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 2-9-24
County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Odessa Cooper-Pool
Sent: Wednesday, February 7, 2024 2:29 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Kerry Parsons
Subject: FW: C21-3071-GM 1st Amendment
Attachments: c21-3071-GM amendment 1.docx; C21-3071-GM attachment to amendment 1.pdf

Good afternoon DeRita,

The 1st amendment to Tyler Technologies has been reviewed and is approved by Risk Management. Not changes were made to the insurance requirements.

Contract: C21-3071-GM

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, February 6, 2024 9:26 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jack Allen <jallen@myokaloosa.com>
Subject: C21-3071-GM 1st Amendment

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, February 9, 2024 3:46 PM
To: DeRita Mason
Cc: Kerry Parsons; Odessa Cooper-Pool
Subject: Re: C21-3071-GM 1st Amendment
Attachments: c21-3071-GM amendment 1 2.9.24.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Tuesday, February 6, 2024 10:26 AM
To: Lynn Hoshihara
Cc: Kerry Parsons; Odessa Cooper-Pool; Jack Allen
Subject: C21-3071-GM 1st Amendment

Good morning,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road