

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.9
(ID # 28175)

MEETING DATE:
Tuesday, July 01, 2025

FROM : ASSESSOR-COUNTY-CLERK-RECORDER

SUBJECT: ASSESSOR COUNTY-CLERK RECORDER: Approval of the License and Services Agreement ASARC-20800-002-06/35 with Tyler Technologies, Inc. for Enterprise Records Management Solution for the Recorder Document System (CARDS), from July 1, 2025 through June 30, 2030 for the Total Aggregate Amount of \$2,707,422 with the Option to Renew for an Additional Five (5) Years from July 1, 2030 through June 30, 2035 for a Total Aggregate Amount of \$3,131,506, Without Seeking Competitive Bids; All Districts. [Total Aggregate Contact Cost \$5,838,928; up to \$583,893 in Additional Compensation for Future Unknown Requirements; 100% Departmental Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve of the License and Services Agreement ASARC-20800-002-06/35 with Tyler Technologies, Inc., a Delaware corporation, for Enterprise Records Management Solution for the Recorder Document System (CARDS), from July 1, 2025 through June 30, 2030, for the total aggregate amount of \$2,707,422 with the option to renew for an additional five (5) years from July 1, 2030 through June 30, 2035 for a total aggregate amount of \$3,131,506, Without Seeking Competitive Bids and authorize the Chair of the Board to execute three (3) copies of the same on behalf of the County;

Continued on Page 2

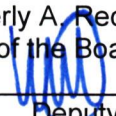
ACTION:Policy


Melissa Garcia 6/12/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 1, 2025
xc: ACR

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by County Counsel to (a) sign amendments that exercise the option(s) of the Agreement including modifications to the statement of work that stay within the intent of the Agreement; (b) sign amendments to the compensation provisions that do not exceed the total aggregate amount of \$583,893 through June 30, 3035;
3. Authorize the Purchasing Agent to issue Purchase Orders to Tyler Technologies, Inc. for required goods/services that do not exceed the BOS approved total aggregate amount that is consistent with License and Services Agreement; and,
4. Direct the Clerk of the Board to keep one (1) copy and return two (2) copies of the Agreement to the Assessor-County Clerk-Recorder (ACR) for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$511,393	\$525,849	\$5,838,928	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Departmental Funds – 100%			Budget Adjustment: No	
			For Fiscal Year: 25/26-34/35	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 12, 2013, (M.O. 3.5) the Board of Supervisors originally approved the procurement of the fully integrated Clerk and Recorder Document System (CARDS), and support with Tyler Technologies, Inc., which was implemented in May 2015. The ACR returned to the Board of Supervisors on June 23, 2020 (M.O. 3.2), to request an extension on the support and maintenance for an additional five (5) years to retain critical vendor support from Tyler Technologies.

The ACR is now seeking approval for a new agreement to continue receiving support from Tyler Technologies, Inc. for the next five (5) years, with the option of extending the service for an additional five (5) years, for a total of ten (10) years.

The continuing support and maintenance with Tyler Technologies, Inc., allows the ACR to receive the following benefits:

- Maintain critical vendor support for Enterprise Records Management application which is used for front office public services and back-office Clerk, Recorder and Certified functions.

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- Ensures the ability of the Recorder's Office to provide electronic recording services through SECURE (Multi-County Electronic Recording Delivery System) to the Title Companies, Government Agencies and constituents.
- Provide the public online and in-office self-service Clerk functions and application submissions.
- Obtain vendor released Enterprise Records Management software upgrades to ensure application is secure, functional and in compliance with legislative regulations.
- Obtain vendor provided technology support services for Enterprise Records Management application issues, outages and enhancements.

Impact on Residents and Businesses

The Enterprise Records Management application is critical for the ACR to provide the residents of Riverside County with essential Recorder, Clerk, and Certified services. Vendor support from the Enterprise Records Management application is required in order to make sure that the application is secure, functional and in compliance with legislative regulations.

There is no negative impact on residents and businesses within the County of Riverside.

Additional Fiscal Information

The total aggregate contract amount through June 30, 2035, is \$5,838,928.

Description:	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
Initial Term:						
Annual Fees: Maintenance and Support	\$361,393	\$375,849	\$390,883	\$406,518	\$422,779	\$1,957,422
Enhancements Allocation Fees (Includes additional modules, training, application changes, additional reports, integrations, and/or development, etc.)	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Initial Term Total	\$511,393	\$525,849	\$540,883	\$556,518	\$572,779	\$2,707,422
Description:	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Total
Optional Term Renewal						
Annual Fees: Maintenance and Support	\$439,691	\$457,278	\$475,569	\$494,592	\$514,376	\$2,381,506
Enhancements Allocation Fees (Includes additional modules, training, application changes, additional reports, integrations, and/or development, etc.)	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Optional Term Total	\$589,691	\$607,278	\$625,569	\$644,592	\$664,376	\$3,131,506
Total Contract Amount:						\$5,838,928
Ten percent (10%) in additional compensation of the total aggregate contract amount:						\$583,893

***These amounts are estimated based on a 4% annual increase.

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Contract History and Price Reasonableness

The ACR conducted a Request for Proposal in 2013. Five (5) proposals were received and evaluated. Based on the results from the RFP the County reached out to the top three (3) vendors and their best and final offers were requested and evaluated. On March 12, 2013, the Board of Supervisors approved Agenda Item 3.5 and awarded the agreement to Tyler Technologies, Inc., in the aggregate amount of \$3,686,150 for a period of seven (7) years ending on May 11, 2020.

Amendment No. 1 was signed and executed on June 15, 2019, amending the statement of work, milestone payments, and integration requirement of Documentum with Enterprise Records Management.

The Board of Supervisors, on June 23, 2020, approved Amendment No. 2 via Agenda Item 3.2 to extend the maintenance and support services portion of the Agreement through June 30, 2025.

ATTACHMENTS:

- Tyler Technologies, Inc. License and Services Agreement – ASARC-20800-002-06/35
- Single Source Justification Tracking #: 25-197



Melissa Curtis, Deputy Director of Purchasing and Fleet 6/18/2025



Aaron Gettis, Chief of Deputy County Counsel 6/19/2025



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc., a Delaware corporation, and Client.

WHEREAS, Client and Tyler were parties to an agreement dated March 12, 2013 (the "License Agreement"), under which Tyler granted Client a limited license to the Tyler Software indicated in the Investment Summary;

WHEREAS, under the License Agreement Client's perpetual licenses to the Tyler Software listed above are fully paid for;

WHEREAS, under the License Agreement Tyler also provided Client maintenance and support services, subject to annual maintenance and support fees;

WHEREAS, Tyler and Client desire to terminate the License Agreement and replace it with this Agreement effective July 1, 2025, to restate the terms of its license grant and, on a term beginning July 1, 2025, for Tyler to provide and Client to receive and pay for continued maintenance and support services from Tyler as set forth in the Investment Summary under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the County of Riverside, a political subdivision of the State of California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules identified in the Investment Summary, if any.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.

- **“Effective Date”** means the last date of signature on this Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached as indicated at Exhibit D. (For the avoidance of doubt, there are no applicable Third Party Terms as of the Effective Date.)
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We continue to grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use

the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

- 1.2 Without limiting the terms of Section 2.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service (“SaaS”) do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.
 - 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
 - 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
 - 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.
2. License Fees. There shall be no further license fees owed by you for the Tyler Software you licensed purchased under the Initial Agreement. Should you license additional Tyler Software through this Agreement or by subsequent amendment thereto, you agree to pay us the license fees in the amounts set forth in the applicable Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

- 1-A. If professional services are sought, they will be subject to the terms and conditions of this Section C as well as the remainder of this Agreement:
 1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and the applicable Statement of Work, if any.
 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
 3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
 4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
 5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
 6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your

internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

- 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with

either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
 - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 1.4 Convenience. You may terminate this Agreement for convenience upon thirty (30) days written notice to us.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the date the Tyler Software was originally licensed. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
 - 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED TWO (2) TIMES THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes,

including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction in Riverside County, California. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Tyler acknowledges and understands that Customer is a government entity subject to the public records and meeting laws of the State of California, including the California Public Records Act (Government Code Section 7920 et seq.) and the California Brown Act (Government Code Section 54950 et seq.). Each party agrees

that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.


23. Contract Documents. This Agreement includes the following exhibits:


- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
Schedule 1: Support Call Process
- Exhibit D Reserved
- Exhibit E Riverside County Information Technology VPN Access Agreement – Vendor

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Riverside County, California

By: 

By: 

Name: Mark Hawkins

Name: V. MANUEL PEREZ

Title: President, Property & Recording Division

Title: CHAIR, BOARD OF SUPERVISORS

Date: 6/14/2025

Date: JUL 01 2025

Address for Notices:

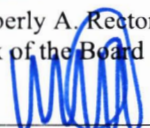
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Riverside County
PO Box 1326
Riverside, CA 92502
Attention: _____

ATTEST:

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

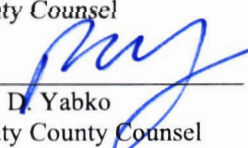
By: 
Ryan D. Yabko
Deputy County Counsel



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date.

Initial five (5) year Term

Annual Term	Annual Fees Maintenance and Support	Enhancements Allocation*
FY 2025 (July 1, 2025 – June 30, 2026)	\$361,393.00	\$150,000.00
FY 2026 (July 1, 2026 – June 30, 2027)	\$375,849.00	\$150,000.00
FY 2027 (July 1, 2027 – June 30, 2028)	\$390,883.00	\$150,000.00
FY 2028 (July 1, 2028 – June 30, 2029)	\$406,518.00	\$150,000.00
FY 2029 (July 1, 2029 – June 30, 2030)	\$422,779.00	\$150,000.00
TOTAL	\$1,957,422.00	\$750,000.00

*\$150,000 is included in this Agreement for enhancements to be provided as needed by Client. Upon Client's request, Tyler will provide a quote for such services, the scope of which shall be determined at the time of the request.

Optional: Five Year Renewal Term Pricing (if renewed):

Annual Term	Maintenance and Support	Enhancements Allocation*
FY 2030 (July 1, 2030 – June 30, 2031)	\$439,690.16	\$150,000
FY 2031 (July 1, 2031 – June 30, 2032)	\$457,277.77	\$150,000
FY 2032 (July 1, 2032 – June 30, 2033)	\$475,568.88	\$150,000
FY 2033 (July 1, 2033 – June 30, 2034)	\$494,591.63	\$150,000
FY 2034 (July 1, 2034 – June 30, 2035)	\$514,375.30	\$150,000
Total	\$2,381,503.74	\$750,000.00

*\$150,000 is included in this Agreement for enhancements to be provided as needed by Client. Upon Client's request, Tyler will provide a quote for such services, the scope of which shall be determined at the time of the request.

The modules for which we will provide maintenance and support services under this Agreement are:



- EagleWeb
- EagleOCR Automated Indexing
- EagleClerk
- EagleRecorder
- EagleQuickdocs
- eMarriage for EagleWeb
- Quickdocs Secure Bridge Interface Software
- eCommerce
- EagleOCR Automated Redaction
- Historical Index

Transaction Based Products (see fee tables below):

- Tyler Payments
- Cashiering
- Records Public Access

*Annual PCI Fees for Client’s existing Tyler Payments terminal hardware is waived.

Your use of Tyler Payments and any related items is subject to the terms found at:
<https://www.tylertech.com/client-terms/payment-processing-license-and-services-agreement>
 By signing the Agreement, you agree that you have read, understand, and agree to such terms.

Payer Electronic Payment Costs Pass-Through Model	
<p><u>Payer Card Cost</u> – Payment Processing Fee per Card Transaction with Visa, MasterCard, Discover, and American Express for transactions.</p> <p><u>Applied to:</u></p> <ul style="list-style-type: none"> - Payment Enterprise Portal – Miscellaneous Payments - Homegrown eFiling Solution - Enterprise Records Management <ul style="list-style-type: none"> o Records Public Access - Online 	<p>2.15% per Transaction passed to End-User</p>
<p><u>Payer eCheck Cost</u> – Payment Processing Fee per ACH Transaction governed by NACHA.</p>	<p>\$1.00 per Transaction passed to End-User</p>

Client Electronic Payment Costs Absorbed Model	
<p><i>Value Add Technology Fee per Transaction</i> - Integration with Enterprise Records Management, purpose-built portal, to deliver online submissions of records and facilitate two-way workflow management for public access records.</p> <p>Applied to:</p> <ul style="list-style-type: none"> - Enterprise Records Management <ul style="list-style-type: none"> o Records Public Access – Online and in-person Cashiering 	<p>\$1.00</p> <p>Transaction fee is waived, provided, however, fees may be adjusted as described in the linked terms set forth in this proposal</p>
Terminals	
<p>Lane Series Ingenico Devices (7000)</p>	<p>45 terminals at \$600 per Device provided to the County is waived to the County, and a one-year warranty is included in this proposal</p>



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **Maintenance and Support Fees.** Maintenance and support fees are invoiced on an annual basis in advance of each July 1. Your maintenance and support fees for the initial term set forth in Section 1 of Exhibit C, are indicated in the Investment Summary. Your maintenance and support fees for the optional five-year renewal term are also indicated in the Investment Summary.
2. **Professional Services.** Professional services, if any, are billed and invoiced as delivered.
3. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Tyler-delivered services that require travel to the County's site should be requested by and approved by the County prior to travel and Tyler shall bill the travel expenses to the County as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two (2) hours before or after the requested departure time, assuming that flight does not add more than three (3) hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two (2) hours before or after the requested departure time and that does not add more than three (3) hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for five (5) years. The term may be renewed for an additional five (5) year term by both parties executing an amendment to the Agreement.
2. Maintenance and Support Fees. Your initial term maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
 - 3.6 As part of these services, Tyler will provide ongoing annual application support and knowledge transfer to County of Riverside Assessor-County Clerk-Recorder ("ACR") staff. Maintenance and Support Services include upgrades, patches, releases and other technical support for ACR to operate and maintain the Integrated Clerk & Recorder System. Maintenance and Support

Services shall include Professional Services to complete releases and upgrades, including conversion, deployment, integration maintenance and all related products and services. As part of all Maintenance and Support Services, Tyler will monitor proposed and enacted legislative changes that impact California Clerk and Recorder codes, laws, and regulations. Tyler shall complete system enhancements required to ensure that the Integrated Clerk and Recorder System are in compliance with applicable Clerk and Recorder codes, laws and regulations.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C as Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group: recordsmanagementsupport@tylertech.com
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support will be available to the Riverside County during the local business hours of 6 AM to 6 PM (Monday – Friday). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

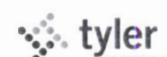
Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “descriptions” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution goals in the production environment only. Tyler will use commercially reasonable efforts in responding to support incidents. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Response is confirmation that the problem report has been received and logged into the support system. This begins the troubleshooting process and starts the clock for further time-specific escalation procedures.

Resolution is a mutually agreed upon condition where (a) the problem has been satisfactorily resolved or (b) a satisfactory work-around procedure has been identified and implemented.

County of Riverside Assessor-County Clerk-Recorder (“ACR”) shall utilize the prioritization and response matrix below for organizing and submitting Software support incidents.

Priority Level	Description	Response Goal	Resolution Goal*
1 Emergency	ACR’s Software application is inoperative A mission-critical portion of the Software is inoperative The inability to use the application has a critical impact on ACR’s operations ACR is not able to perform one or more critical business functions.	10 minutes	30 minutes
2 Significant	The Software application is partially inoperative and the inoperative portion has a less critical impact on ACR’s operations than Priority 1 Defects. General questions concerning Software operation.	30 minutes	2 hours



Priority Level	Description	Response Goal	Resolution Goal*
3 Normal	The Software is usable with limited functions. The Defect condition is not critical to the continuing operation of ACR's system and does not interfere with critical business functions..	4 hours	1 day
4 Non-critical	This category includes long-range requests, comments, and "wish list" suggestions.	1 day	1 week

*Response and Resolution Targets may differ by product or business need

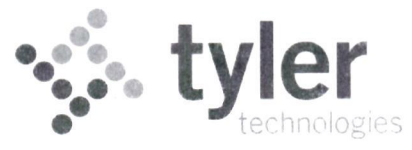
Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect. The escalation path is as follows:

- Frontline Support: Initial point of contact for client issues. Create a case: recordsmanagementsupport@tylertech.com
- Escalation Managers: Contact all managers. Escalation to all support managers: escalationspr@tylertech.com
- Director of Support: Triages highly escalated critical cases
- Director of Client Success: Final escalation point for unresolved or critical cases

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D
Reserved**

Exhibit E
Riverside County Information Technology
VPN Access Agreement – Vendor

USER REQUESTING ACCESS

USER NAME	Type User Name
USER TITLE	Type User Title
VENDOR NAME	Tyler Technologies, Inc.

I, the Vendor named above understand that I am being granted access to a County of Riverside network for the sole purpose of accomplishing the tasks that I have been contracted with County of Riverside to complete. I understand that this access is a privilege and that it may be revoked at any time if I fail to comply with the provisions set forth herein.

Riverside County creates and maintains demographic and health information relating to its patients (defined as "Confidential Information"). This Confidential Information is located in computer information systems as well as paper charts and files. Confidential Information is protected from unauthorized or inappropriate access by Riverside County policies, as well as state and federal law.

Riverside County provides access to a network segment for pre-authorized 3rd parties. Remote Access Users may not gain access to, use, copy, make notes of, remove, divulge or disclose Confidential Information, except as necessary for contracted business purposes. County of Riverside provides access to a network segment for pre-authorized 3rd parties. This access is intended solely for business purposes and is filtered, monitored, and managed accordingly.

Due to the wide variety of hardware and software configurations that may be present on 3rd party devices, the County of Riverside and its employees cannot accept responsibility/liability for:

- Loss, corruption or virus infection of customer data and/or applications.
- Hardware or software damage resulting from the use of equipment or software while on the County of Riverside network.
- Hardware or software damage resulting from service by County of Riverside employee.

This includes, but is not limited to:

- Damage to portable electronic storage, communication, or media devices.
- Damage to a laptop's software configuration due to service by County of Riverside staff.
- Loss of data on an electronic storage, communication, or media device; or loss of data from an email server.

Authorized Vendors are required to:

- Use County of Riverside's network only for authorized business purposes.
- Ensure anti-malware, and encryption applications are actively employed on their equipment and that corresponding signatures and patches are maintained in a current manner.



USER AGREEMENT

1. **Access to Confidential Information through Riverside County Information Systems.** Riverside County agrees to provide Remote Access User with access to the County of Riverside Information Systems, which may contain Confidential Information, including Protected Health Information (“PHI”), subject to the conditions outlined in this VPN Access Agreement. Remote Access User may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of Riverside County.

2. **Protection of Confidentiality and Security of Confidential Information.** Remote Access User agrees to protect the confidentiality and security of any Confidential Information accessed from Riverside County. Remote Access User will comply with Health Insurance Portability and Accountability Act (“HIPAA”) and the rules implementing HIPAA to the extent applicable to Remote Access User.

The Remote Access User agrees to never access Confidential Information for “curiosity viewing.” The Remote Access User understands that this includes viewing their own personal Confidential Information as well as that of their children, family members, friends, or coworkers, and all others unless access is necessary to provide contracted services.

3. **User Name and Passwords.** Remote Access User agrees not to share his/ her user name, password or access device with any other person or allow anyone else to access Riverside County Information Systems under his/her user name, password or device. Remote Access User agrees to notify the Riverside County Information Security Office at (951) 955-8282 immediately if he/she becomes aware or suspects that another person used his/her user name, password or device to gain access to Riverside County Information Systems.

4. **Printing Confidential Information.** If Remote Access User prints Confidential Information, User will protect the printed Confidential Information from any access or use not authorized by this VPN Access Agreement, and thereafter shred such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost the Remote Access User agrees to notify the Riverside County Information Security Office as soon as reasonably practicable when Remote Access User becomes aware of the theft or loss.

5. **Auditing Compliance.** Remote Access User agrees that his/her compliance with this VPN Access Agreement may be reviewed/audited by Riverside County and will return any software or equipment and/or un-install/delete any software programs upon request by Riverside County.

6. **Risks and Warranties.** The parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as “Remote Access Risks”). Riverside County will not be responsible or liable for any losses or damages related to Remote Access Risks.

Remote Access User agrees that Riverside County will not be liable for any direct, indirect, incidental, special or other damages incurred by Remote Access User. Riverside County does not guarantee or warrant the availability of remote access of Riverside County Information Systems.

Riverside County reserves the right to impose additional information security safeguards, including (without limitation) software and hardware requirements.

7. **Breach Notification.** Remote Access User must report to the Riverside County Information Security Office within the period required by applicable state or federal law, any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Policy or this VPN Access Agreement.

8. **Vendor Responsibilities.** The Responsibilities of the contracted Remote Access User's employer are set forth below. This VPN Access Agreement must be signed by an authorized representative of Remote Access User's employer. This VPN Access Agreement will not become effective, and Riverside County will not grant remote access, unless this VPN Access Agreement is signed by such authorized representative of Remote Access User's employer.

9. **Confidentiality Concerns.** Riverside County, in its sole judgment and discretion, may take any or all of the following actions, when a suspicion of or actual security incident occurs involving a Remote Access User who has obtained unauthorized access to Confidential Information, has disclosed Confidential Information in violation of federal or state laws or regulations, has violated any Riverside County policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this VPN Access Agreement:
 - a. Suspend or terminate Remote Access User's access to Riverside County Information Systems.
 - b. Bring legal action to enforce this VPN Access Agreement.
 - c. Notify the appropriate authorities if necessary.

VENDOR RESPONSIBILITIES FOR REMOTE ACCESS USER ACCOUNTS

1. Vendor will require each employee granted remote access to comply with this VPN Access Agreement and obtain a distinct user name and password. Vendor will not permit employees to share user names and passwords. Vendor will provide a list of its support personnel assigned to the relevant Tyler Software product twice annually beginning in 2026 and, in 2025, upon Client's request no more than twice for the remainder of the calendar year.
2. Vendor agrees to train employees on the requirements of this VPN Access Agreement and is responsible for its employee's compliance with all provisions of this VPN Access Agreement.
3. Vendor must upon request notify the sponsoring department listed on this form of an employee's termination. Riverside County will terminate such user's remote access upon notification.
4. This VPN Access Agreement cannot be transferred or otherwise assigned to other employees.
5. To the extent required of Vendor by applicable law and subject to the indemnification, limitation of liability, dispute resolution, and damages-exclusion provisions of the parties' Agreement, Vendor shall be financially responsible for all costs (including, but not limited to, the required notification and the maintenance of customer relation phone lines, civil penalties, and damages) Riverside County incurs as the result of an unauthorized use or disclosure caused by its employees or agents.

Notwithstanding the above, Riverside County may terminate this VPN Access Agreement and any user's remote access at any time for any reason. County of Riverside appreciates Vendor's support and understanding in this matter. By signing this VPN Access Agreement, Vendor acknowledges its understanding of, and agreement with, the terms of County of Riverside network use.

USER REQUESTING ACCESS

USER NAME Type User Name

USER TITLE Type User Title

VENDOR NAME Tyler Technologies, Inc.

SEE BELOW

REQUESTING USER SIGNATURE

DATE

AUTHORIZED AGENT OF VENDOR

AGENT NAME Mark Hawkins

AGENT TITLE President, Property & Recording Division

VENDOR NAME Tyler Technologies, Inc.

VENDOR AUTHORIZED AGENT SIGNATURE

DATE

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME Shahzad Ashfaq

SUPERVISOR / MANAGER TITLE Supervising Systems Administrator

COUNTY AGENCY / DEPARTMENT ACR

SUPERVISOR / MANAGER SIGNATURE

DATE



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
P.O. Box 751
Riverside, CA 92502-0751
(951) 955-6200

Website: www.riversideacr.com
Portal: www.riversidetaxinfo.com

Date: Thursday, June 5, 2025
From: Peter Aldana, Assessor County-Clerk Recorder
To: Board of Supervisors
Via: Mike Brown, Business Process Manager
Subject: Single Source Procurement Request for Enterprise Records Management Solution from Tyler Technologies.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Draft agreement
 Draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____ (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. **Requested Supplier Name:** Tyler Technologies **Supplier ID:** 0000071436
 - a. **Describe the goods/service being requested:** Tyler Technologies' Enterprise Records Management Solution offers the Assessor-County Clerk-Recorder (ACR) a robust digital system to optimize Clerk-Recorder office operations. This all-in-one platform streamlines key functions, including land and official records management, eRecording, indexing, workflow automation, financial processing, and public record access. Designed for efficiency, security, and compliance, the solution ensures seamless management of county records.
 - b. **Explain the unique features of the goods/services being requested from this supplier:** Tyler Technologies offers the ACR with a suite of unique features, including:
 - Integrated Platform: Consolidates multiple records management functions into a single system, eliminating the need for separate software solutions.

- Enhanced Search Tools: Advanced search capabilities enable quick and efficient record retrieval using multiple search criteria.
 - eRecording & Public Access Portals: Facilitates online document submission and retrieval, minimizing in-office visits and waiting for County residents while decreasing administrative workload.
 - Financial and Payment Integration: Features comprehensive cashiering, fee management, and ensure compliance with Generally Accepted Accounting Principles (GAAP).
- c. **What are the operational benefits to your department?** Tyler Technologies provides the ACR with:
- Maintain critical vendor support for Enterprise Records Management application which is used for front office public services and back-office Clerk, Recorder and Certified functions.
 - Ensures the ability of the Recorder's Office to provide electronic recording services through SECURE (Multi-County Electronic Recording Delivery System) to the Title Companies, Government Agencies and constituents.
 - Provide online and in-office self-service Clerk functions and application submissions.
 - Obtain vendor released Enterprise Records Management software upgrades to ensure application is secure, functional and in compliance with legislative regulations.
 - Obtain vendor provided technology support services for Enterprise Records Management application issues, outages, and enhancements
- d. **Provide details on any cost benefits/discounts.** In 2013, the ACR issued a Request for Proposal (RFP), which was awarded to Tyler Technologies. Since then, Tyler Technologies has been providing support to the ACR. With the continued support from Tyler Technologies, they have waived the value-added technology fee per transaction, as well as the cost of 45 terminal devices, which come with a one-year warranty. Additionally, they have waved the annual Payment Card Industry (PCI) fees for existing Tyler Payment terminal hardware. Tyler Technologies' normal annual increase rate is 5% but the ACR is receiving a discounted annual increase rate of 4%. The 4% annual increase rate is locked in for the term of the agreement.

2. **Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?**

Yes No

- a. **If yes, please explain why you are requesting to utilize an SSJ process?**
Continued support from Tyler Technologies ensures that the Recorder Document Systems (CARDS) for the ACR continues to operate efficiently. Transitioning to a

new system would result in additional fees, delays and disruptions to County Clerk Recorder operations, ultimately impacting County residents.

3. **Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now?** (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# _____ No

a. What was the total annual and aggregate amount? N/A

4. **Identify all costs for this requested in the table below:**

If review is for multiple years, all costs must be identified below:

Description:	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Total
Initial Term:						
Annual Fees: Maintenance and Support	\$361,393	\$375,849	\$390,883	\$406,518	\$422,779	\$1,957,422
Enhancements Allocation Fees (Includes additional modules, training, application changes, additional reports, integrations, and/or development, etc.)	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Initial Term Total	\$511,393	\$525,849	\$540,883	\$556,518	\$572,779	\$2,707,422
Description:	FY 30/31	FY 31/32	FY 32/33	FY 33/34	FY 34/35	Total
Optional Term Renewal						
Annual Fees: Maintenance and Support	\$439,691	\$457,278	\$475,569	\$494,592	\$514,376	\$2,381,506
Enhancements Allocation Fees (Includes additional modules, training, application changes, additional reports, integrations, and/or development, etc.)	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Optional Term Total	\$589,691	\$607,278	\$625,569	\$644,592	\$664,376	\$3,131,506
Total Contract Amount:						\$5,838,928
For future unforeseen requirements, not to exceed total aggregate amount						\$583,893

5. Period of Performance: July 1, 2025 through June 30, 2035

Ratify Start Date (if applicable): N/A

Initial Term Start Date: July 1, 2025 End Date: June 30, 2030

