

AMENDMENT NO. 4 TO SOFTWARE AS A SERVICE ("SAAS") AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
TYLER TECHNOLOGIES, INC.

THIS FOURTH AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Tyler Technologies, Inc. represented by Hannah May, Agent ("**Tyler**", or "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**." The Amendment is effective as of January 24, 2023 (the "**Effective Date**").

RECITALS

WHEREAS, on and effective January 24, 2019, the City and the Contractor entered into a Software as a Service Agreement (the "**Agreement**") to provide software services related to City Public Data Sources;

WHEREAS, the Agreement provided for an initial term of one (1) year from the Effective Date with the ability to extend the term for no more than four (4) one (1) year periods;

WHEREAS, on May 22, 2020 and effective January 24, 2020, the City and the Contractor entered into an amendment to extend the term through January 23, 2021 and to modify and reaffirm the terms and conditions ("**Amendment No. 1**");

WHEREAS, on May 3, 2021, and effective January 24, 2021, the City and Contractor entered into an amendment to extend the term through January 23, 2022 ("**Amendment No. 2**");

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

WHEREAS, on February 6, 2022, and effective January 24, 2022, the City and Contractor entered into an amendment to memorialize the assignment of the Agreement from Socrata, Inc. to Tyler Technologies, Inc., to extend the term of the Agreement from January 24, 2022, through January 23, 2023, to increase the maximum aggregate amount by \$61,368.00 to an amount not to exceed \$245,510.64, and to modify, reaffirm, and/or add certain terms and conditions with respect thereto ("**Amendment No. 3**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to extend the term of the Agreement for an additional one (1) year period, beginning January 24, 2023, and ending January 23, 2024, to increase the maximum aggregate amount by \$63,209.00 to an amount not to exceed \$308,719.64, and to modify, reaffirm, and/or add certain terms and conditions, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Extension.** In accordance with Article V Section B of the Agreement, the term is extended for an additional one (1) year from the Effective Date through January 23, 2024.

2. **Maximum Amount.** The maximum aggregate amount of compensation described in Article IV Section B of the Agreement is increased by \$63,209.00 to an amount not to exceed \$308,719.64, as set forth in the Investment Summary, attached to this Amendment as Exhibit A.

3. **Additional Miscellaneous Provisions.** The following terms and conditions are reaffirmed and/or added to the Agreement:

ARTICLE VIII - NON-DISCRIMINATION

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. **Non-Discrimination.** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. **Incorporation into Subcontracts.** The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been

convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

5. **Compliance with the City's Hiring Requirements – Ban the Box.** (i) The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. (ii) Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement. (iii) This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect. (iv) The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

6. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

8. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

9. **Exhibits.** The following exhibits will be and are incorporated into the Amendment: Exhibit A – Socrata Investment Summary – Sales Quotation.

10. **Order of Documents.** In the event of any conflict between the provisions of this Agreement and any incorporated documents, the terms and conditions of the documents will apply in this order: The Agreement; Exhibit A.

11. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES AND EXHIBITS CONTAINED ON NEXT PAGE(S)]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 25th of April, 2023.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy M. [unclear]

TYLER TECHNOLOGIES, INC.

BY: 
HANNAH MAY, AGENT, SENIOR CORPORATE ATTORNEY

Date: 4/13/2023

EXHIBIT A – INVESTMENT SUMMARY



Sales Quotation For:
City of New Orleans
1300 Perdido St Bsmnt
New Orleans LA 70112-2128

Quoted By: Doran King
Quote Creation: 10/18/22
Quote Expiration: 4/16/23
Quote Name: SaaS Renewal 2023
Contract Start Date: 1/24/23
Contract End Date: 1/23/24

Services: N/A
Tyler Entity / Tax ID: Tyler Technologies, Inc. / 75-2303920
Payment Terms: Net 45
Frequency: Annual
End User Type: Other

Year 1	
Recurring Costs	\$ 63,209
One-Time Cost	\$ 0
Total	\$ 63,209

Total Contract Value: \$ 63,209

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Tyler Software and Related Services - Annual

Description	SKU	Monthly Term	Quantity	Total Price
Data & Insights				
Software				
Open Data Platform (150k - 500k)	SOC-OD-4	12	1	\$ 29,973
Open Budget (150k - 500k)	SOC-OB-4	12	1	\$ 0
Perspectives (150k - 500k)	SOC-ST-4	12	1	\$ 16,216
Service Connect	SOC-APP-SC	12	1	\$ 0
Add On				
5 Perspective Creation Licenses (150k - 500k)	SOC-STA4-5	12	1	\$ 1,298
Education				
Education Program - Standard	SOC-PS-EDU-S	12	1	\$ 6,674
Support				
Support Program - Gold	SOC-PS-SUP-G	12	1	\$ 9,048
TOTAL				\$ 63,209

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Product Descriptions

SOC-OD-4 -	Open Data (currently called Publica) Socrata Open Data enables governments to publish data, in a variety of intuitive and interactive forms, for use and reuse by the public. Open Data Includes: Publishing Services: APIs, a web interface, and utilities to publish data, automate the update of published data, and design metadata. Discovery: Catalog and search experience used to find data on the open data site via keyword, category, or other parameters. Includes support for the DCAT and data.JSON standards. Site Analytics: Dashboard providing insight into the usage of data, APIs, and other assets on the open data site. Includes support for Google Analytics integration and data export. Site Administration: Controls to manage user access and other basic settings of the open data site. Lenses & Expressions: Tools to create and explore interactive data visualizations, such as charts, Socrata Data Lens, and maps. Includes Socrata Data Player, an embed frame for including most Socrata visualizations on third-party sites. Federation Services: Service enabling cross-site sharing of open data site assets with other open data sites (e.g. nearby cities). Socrata Open Data API: Programmatic interface and supporting documentation for all datasets published on the open data site. Open Data Network: Connection to community of data publishers and consumers to enrich aspects of the data consumption experience. Includes federation of public data to www.opendatanetwork.com Unlimited consumption via mobile, desktop web, API Unlimited users
SOC-ST-4 -	Perspective Creator User License Pack 5 (5 Creator Licenses)
SOC-OB-4 -	Open Budget: Socrata Open Budget is a software-as-a-service application that enables governments to publish their operating and capital budgets as intuitive, interactive visualizations for use by internal stakeholders and the public.
SOC-ST-4 -	Perspectives Base License: Socrata Perspectives is an online software-based tool that allows customers to create stories around their data. It is tightly integrated with the core Socrata platform and lets subject matter experts share the insights they've derived from their data. Authors can place dynamic Socrata-powered visualizations on a page and enrich them with textual narration; add third-party content like images, videos and advanced visualizations; and then publish the finished story to internal or external audiences.
SOC-PS-EDU-S -	Education Program - Standard: Unlimited attendance and access to virtual instructor led interactive online learning sessions and OnDemand education content.
SOC-PS-SUP-G -	Support Program - Gold. As set forth on https://support.socrata.com/hc/en-us/articles/216962648-Support-Policy . Up to 75 hours of expert consultant coaching per year.
SOC-APP-SC -	Service Connect app combines a familiar, intuitive interface with powerful search and multi-faceted visualization capabilities. It encourages community based self-service and discovery. Deliver powerful and compelling visualizations that educate citizens on the services being consumed in their neighborhood. Enable a rich out of box customization model to create a uniquely immersive community experience.

[END OF AMENDMENT]