

**AMENDMENT NO. 3 TO SOFTWARE AS A SERVICE ("SAAS") AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND**

TYLER TECHNOLOGIES, INC. (ASSIGNMENT FROM SOCRATA, INC.)

THIS THIRD 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. (Assignment from Socrata, Inc.) represented by Hannah May, Agent ("**Tyler**", "**Contractor**", or "**Assignee**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**." The Amendment is effective as of January 24, 2022 (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, pursuant to Article XI Section B of the Agreement, by signing this Agreement, the Parties consent in writing to the assignment of the Agreement, including the assignment of all Socrata's rights and obligations, to Tyler Technologies, Inc.; 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, 2022 and ending January 23, 2023, 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. **Assignment**. Pursuant to Article XI Section B of the Agreement, the Agreement, as amended, is assigned to Tyler and by signing this Agreement, the City, Socrata, Inc., and Tyler hereby accept the assignment of the Agreement, subject to all of the rights, title, obligations, conditions, and interests therein.

2. **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, 2023.

3. **Maximum Amount.** The maximum aggregate amount of compensation described in Article IV Section B of the Agreement is increased by \$61,368.00, as set forth in the Investment Summary, attached to this Amendment as Exhibit A, in an amount not to exceed \$245,510.64.

4. **Living Wages.** Pursuant to Ordinance 28718 (MCS), which was adopted by the New Orleans City Council and approved by the Mayor on July 1, 2021, Article VII is deleted in its entirety and replaced, as follows:

A. **Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. **Compliance.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (“**Living Wage**”);
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. **Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. \$11.19 per hour for any work performed on or before December 31, 2021;
2. \$13.25 per hour for any work performed on or before December 31, 2022;
3. \$15.00 per hour for any work performed on or before December 31, 2023; and
4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

E. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering

into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

5. **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.

6. 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.

7. 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.

8. **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.

9. **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.

10. **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.

11. **Exhibits.** The following exhibits will be and are incorporated into the Amendment: Exhibit A – Socrata Investment Summary – Sales Quotation and Exhibit B – Invoicing and Payment Policy. Exhibit B – Invoicing and Payment Policy – to Attachment 1 - Software as a Service Agreement – of the Agreement is hereby replaced with a new Exhibit B, attached hereto and incorporated herein.

12. **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; Exhibit B.

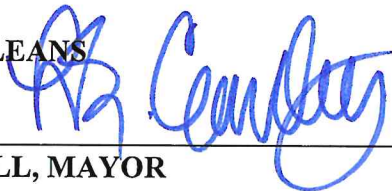
13. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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[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 26 of February, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

SOCRATA, INC., A WHOLLY OWNED SUBSIDIARY OF TYLER TECHNOLOGIES, INC. ("ASSIGNOR")

BY: Hannah May
HANNAH MAY, AGENT, SENIOR CORPORATE ATTORNEY

Date: 1/12/2022


TAX I.D.

AND

TYLER TECHNOLOGIES, INC.

BY: Hannah May
HANNAH MAY, AGENT, SENIOR CORPORATE ATTORNEY

Date: 1/12/2022


TAX I.D.

EXHIBIT A – INVESTMENT SUMMARY



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

Quoted By: Doran King
Quote Creation: 11/12/21
Quote Expiration: 5/11/22
Quote Name:
Contract Start Date: 1/24/22
Contract End Date: 1/23/23

Entity: Tyler Technologies, Inc.
EIN: 75-2303920

Payment Terms: Net 30
Frequency: Annual
End User Type: Other

Year 1	
Recurring Costs	\$ 61,368
One-Time Cost	\$ 0
Total	\$ 61,368

Total Contract Value: \$ 61,368

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Tyler Software and Related Services - Annual

Description	SKU	Monthly Term	Quantity	Total Price
Socrata				
Software				
Publica Open Data Cloud (150k - 500k)	SOC-OD-4	12	1	\$ 29,100
Open Budget (150k - 500k)	SOC-OB-4	12	1	\$ 0
Perspectives (150k - 500k)	SOC-ST-4	12	1	\$ 15,744
Service Connect	SOC-APP-SC	12	1	\$ 0
Add On				
5 Perspective Creation Licenses (150k - 500k)	SOC-STA4-5	12	1	\$ 1,260
Education				
Education Program - Standard	SOC-PS-EDU-S	12	1	\$ 6,480
Support				
Support Program - Gold	SOC-PS-SUP-G	12	1	\$ 8,784
TOTAL				\$ 61,368

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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-STA4-5 -	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-OB-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.

EXHIBIT B – INVOICING AND PAYMENT POLICY

Tyler will provide the City with the items set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: Tyler will invoice the City for the applicable items in the Investment Summary as set forth in Article I Section E of the Agreement, as amended, and as otherwise set forth below. The City's rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Service Fees.** SaaS Service Fees are invoiced on an annual basis, beginning on the commencement of the Effective Date as set forth in the Agreement. The City's annual SaaS fees for the initial term are set forth in the Investment Summary. During the subscription period, Tyler reserves the right to exercise the limits set forth in the Investment Summary and if those limits are exercised and Client wishes to add additional Users, it will require a written contract Amendment pursuant to Article XI Section A of the Agreement.

Unless otherwise set forth in the Investment Summary, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services will be adjusted to the then-current price.

2. **Other Items and Services.**

2.1 Implementation and Other Services: If applicable, implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 Other Fixed Price Services (including education): If applicable, fixed price services are invoiced upon complete delivery of the service.

3. **Payment.** Payment for undisputed invoices is due within forty-five (45) days of receipt of invoice. We prefer to receive payments electronically. Tyler's electronic payment information is available by emailing AR@tylertech.com. Any billing inquiries by Client should be directed to Tyler's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com.