TO: Mayor and Commissioners   **DATE:** 8/15/25

FROM: Damaris Henlon, City Attorney

SUBJECT: Proposed Second Amendment to the Software Services Agreement with Tyler Technologies, Inc. for Electronic Payment Processing Services to Increase the Contract Amount From $195,989.00 to $201,009.00 and to Include Additional Terms.

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      I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

1)   Department/Division involved – Finance

2)   Type of Agreement – Second Amendment to Software Services Agreement

3)   Method of Procurement (RFP, bid, etc.) – No new procurement in the Second Amendment.

4)   Term of Contract:
a) initial – 3/1/25-2/28/26
b) renewals (if any) – No new terms in the Second Amendment.
c) who exercises option to renew – No new terms in the Second Amendment.

5)   Contract Amount – up to $201,009.00

6)   Termination Rights –

c. <u>Termination for Convenience.</u> Payment Processing Agreement can be terminated for convenience by either party with 30 days prior written notice.

7)   Indemnity/Insurance Requirements –

The Second Amendment to the Agreement also contains additional terms titled "Payment Processing Agreement." Under the Payment Processing Agreement in Section 10(b), it sets forth an indemnification provision that requires the City to indemnify Tyler "from and against any third party claim or action related to the Merchant's [City's] violation of applicable law and/or Association Rules including without limitation any election to apply custom fee structures or customer surcharges. Nothing in this document or agreement between the parties shall be construed in any way to affect the sovereign immunity of the Merchant or the rights of the Merchant as

set forth in Section 768.28, Florida Statutes, as amended from time to time."

8)   Other Significant Provisions: See indemnification language above.

cc: George R. Keller, Jr. CPPT, City Manager