



COUNTY ATTORNEY
Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

(281) 341-4555
Fax (281) 341-4557

Attorney/Client Privileged Document

REVIEW FORM

On October 1, 2024, the County Attorney's Office reviewed the following:

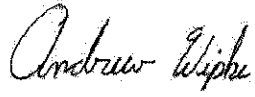
Tyler Technologies, Inc.'s Sole Source Letter, dated January 4, 2024, and Order Numbers: 30665, 30873, 30874, 107365, and 107366 for the renewal of specified software services in the total amount of \$424,934.15 (OnBase Contract #23-IT-100269-A2).

Comments: **Approved as to legal form provided that the Purchase Order contains the following:**

1. **Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:**
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade

association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

2. **Human Trafficking.** BY ACCEPTANCE OF PURCHASE ORDER, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
3. **Remote Access.** By acceptance of Purchase Order, Contractor agrees that if Contractor, as applicable, requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Contractor’s product and/or services, except as otherwise agreed by the parties and approved by the County’s Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Contractor is granted remote access to County Systems:
 - A. Contractor will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County’s Director of Information Technology and Chief Information Officer.
 - B. Contractor will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Contractor will not access County Systems via unauthorized methods.
 - C. Contractor’s remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - D. Remote access is restricted only to County Systems necessary for Contractor to conduct their services and/or provide applicable product to County pursuant to this Agreement.
 - E. Contractor will allow only its Workforce approved in advance by County to access County Systems. Contractor will promptly notify County whenever an individual member of Contractor’s Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Contractor will keep a log of access when its Workforce remotely accesses County Systems. Contractor will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County’s request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
 - F. If any member(s) of Contractor’s Workforce is provided with remote access to County Systems, then Contractor’s Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
 - G. Failure of Contractor to comply with this Section may result in Contractor and/or Contractor’s Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
 - H. For purposes of this Section, “Workforce” means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor and who have direct or incidental access to County Systems.
 - I. For purposes of this Section, “Systems” means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

A handwritten signature in cursive script that reads "Andrew Wipke".

Andrew Wipke
Assistant County Attorney



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
130	30665	02/13/2024	1 of 1



To: FORT BEND COUNTY CONSTABLE PCT 4
ATTN: SGT PEREZ
1517 EUGENE HEIMANN CIRCLE - SUITE 200
RICHMOND, TX 77469
United States

Ship To: FORT BEND CO. PCT 2
303 TEXAS HIGHWAY
SUITE 124
MISSOURI, TX 77459
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 45414		Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Fort Bend County Auditor,					
1	Renewal: Hosting Fee Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	987.00	987.00
2	Renewal: REF License - Android Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months	15	EA	197.33	2,959.90

Does not include any applicable taxes

Order Total: 3,946.90

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



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(FEIN 75-2303920)
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Phone: 1-800-772-2260 Press 2
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Email: ar@tylertech.com

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Company	Order No.	Date	Page
130	30873	02/29/2024	1 of 1



To: FORT BEND COUNTY
ROBYN DOUGHTIE
301 JACKSON STREET
RICHMOND, TX 77469
United States

Ship To: FORT BEND CO. PCT 2
303 TEXAS HIGHWAY
SUITE 124
MISSOURI, TX 77459
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 45414		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Fort Bend County Auditor,				
1 Renewal: Brazos Software Maintenance Site License Maint. Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	67,637.03	67,637.03
2 Renewal: Tiburon Interface Maintenance Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months :	1	EA	1,409.12	1,409.12
3 Renewal: Brazos REF License PDA Maintenance - Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months	3	EA	196.98	590.94
4 Renewal: Brazos Hosting Fee Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	197.35	197.35
5 Renewal: Hosting Fee Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	239.40	239.40

Does not include any applicable taxes

Order Total: **70,073.84**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



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Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

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Company	Order No.	Date	Page
130	30874	02/29/2024	1 of 1



To: FORT BEND COUNTY SHERIFF
ATTN: PATRICIA GUEBARA
3114 ROSENBERG STREET
NEEDVILLE, TX 77461
United States

Ship To: FORT BEND COUNTY SHERIFF
ATTN: PATRICIA GUEBARA
3114 ROSENBERG STREET
NEEDVILLE, TX 77461
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 45414		Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
1	Contract No.: Fort Bend County Auditor, Renewal: Interface: PDF - Custom PDF Only Export Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	717.15	717.15

Does not include any applicable taxes

Order Total: 717.15

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Fax: 1-866-673-3274
Email: ar@tylertech.com

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Company	Order No.	Date	Page
020	107365	02/15/2024	1 of 1



To: FORT BEND COUNTY INFORMATION TECHNOLOGY
ATTN: ROBYN DOUGHTIE
301 JACKSON STREET
RICHMOND, TX 77469
United States

Ship To: FORT BEND COUNTY INFORMATION
TECHNOLOGY
ATTN: ROBYN DOUGHTIE
301 JACKSON STREET
RICHMOND, TX 77469
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 45414		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Fort Bend				
1 Renewal: Ft. Bend Odyssey First Case Type Maintenance and Support Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months :	1	EA	127,412.30	127,412.30
2 Renewal: Ft. Bend Odyssey Second Case Type Maintenance and Support Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	68,606.60	68,606.60
3 Renewal: Ft. Bend Odyssey Hot Checks (per office) Maintenance and support Maintenance Plan: ; Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	12,601.22	12,601.22
4 Renewal: Brazos Technology Ticket Writer Maintenance Maintenance: Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	1,387.10	1,387.10
5 Renewal: Ft Bend - SessionWorks: Judges Edition Software Maintenance Maintenance: Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	51,555.79	51,555.79
6 Renewal: Ft Bend - e-Signatures + merged to TIFF Software Maintenance Maintenance: Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	16,912.49	16,912.49
7 Renewal: eNotices Standard Annual Maintenance Maintenance: Start: 10/01/2024, End: 09/30/2025; Term: 12 months	1	EA	12,250.69	12,250.69

Does not include any applicable taxes

Order Total: 290,726.19

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



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(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions

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Phone: 1-800-772-2260 Press 2, then 3
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PROFORMA**

Company	Order No.	Date	Page
020	107366	02/15/2024	1 of 1



To: FORT BEND COUNTY
ROBYN DOUGHTIE
301 JACKSON STREET
RICHMOND, TX 77469
United States

Ship To: FORT BEND COUNTY
ROBYN DOUGHTIE
301 JACKSON STREET
RICHMOND, TX 77469
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 45414		Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Fort Bend					
1	Renewal: CivilServe Annual Support Maintenance Plan: ; Start: 12/18/2024, End: 12/17/2025; Term: 12 months :	1	EA	59,470.07	59,470.07

Does not include any applicable taxes

Order Total: 59,470.07

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

November 21, 2024

Sarah Sanchez
Buyer II
Fort Bend County – Purchasing
301 Jackson Street, Suite 201
Richmond, TX 77469

RE: Sole Source for Procurement

Dear Ms. Sanchez:

Please allow this letter to confirm that the following software are products of Tyler Technologies, which we develop and license to our customers:

- Enterprise Justice (formerly Odyssey, including SessionWorks Judge Edition, Electronic Notices, and Electronic Signatures)
- Enterprise Jury (formerly Tyler Jury)
- Enforcement Mobile (formerly Brazos, including the Tiburon Interface)
- Civil Process (formerly SoftCode, including CivilServe)

Tyler is the sole source of the development, implementation, maintenance and support of the above-listed software.

Tyler appreciates the trust that Fort Bend County, TX has placed in our company and products, and we will continue to work diligently to ensure your complete satisfaction with our software, service and support throughout the life of this partnership.

Please do not hesitate to contact me with any questions regarding the foregoing.

Sincerely,

A handwritten signature in black ink that reads "Sherry Clark".

Sherry Clark
Group General Counsel