

STATE OF TEXAS

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COUNTY OF FORT BEND

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## AMENDMENT NO. 5 TO SOFTWARE AND SERVICES AGREEMENT

THIS AMENDMENT NO. 5 ("Amendment 5") is entered into by and between Fort Bend County, a body corporate and politic, and Tyler Technologies, Inc. ("Tyler"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have previously entered into and executed that certain Software and Services Agreement, ("Agreement"), attached hereto as "Exhibit 1" and incorporated by reference;

WHEREAS, Tyler is the sole source provider for cCitation and Mobile Solution systems;

WHEREAS, the parties would like to renew the Agreement as described in "Exhibit 2";

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Limit of Appropriation.** Prior to the execution of this Amendment 5, Tyler has been advised by Fort Bend County, and Tyler clearly understands and agrees, such understanding and agreement being of the absolute essence to this Amendment 5, that Fort Bend County shall have available the total maximum sum of fifty-four thousand twenty-two dollars and 50/100 (\$54,022.50), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. Tyler does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment 3, that the total maximum compensation that Tyler may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Tyler hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of fifty-four thousand twenty-two dollars and 50/100 (\$54,022.50) for all products and services described herein.
2. **Term.** This Amendment 5 shall be effective from October 1, 2018 ("Effective Date") and terminate on September 30, 2019 ("Termination Date"). For the sake of clarity, following the Termination Date of this Amendment 5, the terms of the underlying Agreement shall remain in full force and effect.
3. **Governing Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. As required by Chapter 2270, Government Code, Tyler hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By signature below, Tyler represents pursuant to Section 2252.152 of the Texas Government Code, that Tyler is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

4. **Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

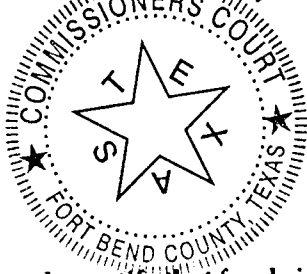
  
Robert E. Hebert, County Judge

9-25-2018

Date

ATTEST:

  
Laura Richard, County Clerk



TYLER TECHNOLOGIES INC.

  
Authorized Agent - Signature

Sherry Clark  
Authorized Agent- Printed Name

Sr. Corporate Attorney  
Title

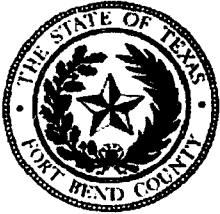
9/20/2018  
Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 54,022.<sup>50</sup> are available to pay the obligation of Fort Bend County within the foregoing Agreement.

  
Robert Ed Sturdivant, County Auditor

# **Exhibit 1**



# FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O.NUMBER: 149856

PAGE #: Page 1 of 1

P.O.DATE: 2/16/2017

DELIVERY BY: 2/16/2017

BUYER: Christina M. Torres

VENDOR: 14006

TYLER TECHNOLOGIES, INC  
P O BOX 203556  
DALLAS TX 75320-3556  
MARK MATTHEWS

SHIP TO: SHERIFF OFFICE  
1410 WILLIAMS WAY BLVD. SUITE 202  
RICHMOND TX 77469

BILL TO: COUNTY AUDITOR  
301 JACKSON  
RICHMOND, TX 77469

DESCRIPTION	QUANTITY		UNIT COST	EXTEND COST
1 ANNUAL MAINTENANCE Brazos Software Maintenance	1	EA	\$50400.00	\$50,400.00
Maintenance Contract Dates: 10/1/16 - 9/30/17				
2 ANNUAL MAINTENANCE Tiburon Interface Maintenance	1	EA	\$1050.00	\$1,050.00
Amendment #4 approved CC 2/7/17				
GRAND TOTAL:				\$51,450.00

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT NO. 4 TO SOFTWARE AND SERVICES AGREEMENT**

THIS AMENDMENT NO. 4 ("Amendment 4") is entered into by and between Fort Bend County, a body corporate and politic, and Tyler Technologies, Inc. ("Tyler") (as successor-in-interest to Brazos Technology Corporation), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have previously entered into and executed that certain Software and Services Agreement, ("Agreement"), attached hereto as "Attachment A" and incorporated by reference;

WHEREAS, Tyler is the sole source provider for eCitation and Mobile Solution systems;

WHEREAS, the parties would like to renew the Agreement as described in "Attachment B";

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Limit of Appropriation.** Prior to the execution of this Amendment 4, Tyler has been advised by Fort Bend County, and Tyler clearly understands and agrees, such understanding and agreement being of the absolute essence to this Amendment, that Fort Bend County shall have available the total maximum sum of fifty-one thousand four hundred fifty dollars and 00/100 (\$51,450.00), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. Tyler does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment 4, that the total maximum compensation that Tyler may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Tyler hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of fifty-one thousand four hundred fifty dollars and 00/100 (\$51,450.00) for all products and services described herein.
2. **Term.** This Amendment 4 shall be effective from October 1, 2016 ("Effective Date") and terminate on September 30, 2017 ("Termination Date"). For the sake of clarity, following the Termination Date of this Amendment 4, the terms of the underlying Agreement shall remain in full force and effect.

*Signatures Follow On Next Page*

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

*Robert E. Hebert*  
Robert E. Hebert, County Judge

2-7-17  
Date

ATTEST:

*Laura Richard*  
Laura Richard, County Clerk



TYLER TECHNOLOGIES INC.

*[Signature]*  
Authorized Agent - Signature

Bret Dixon  
Authorized Agent- Printed Name

President, Justice Group  
Title

1/13/2017  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 51,450.<sup>00</sup> are available to pay the obligation of Fort Bend County within the foregoing Agreement.

*[Signature]*  
Robert Ed Sturdivant, County Auditor

# **ATTACHMENT A**



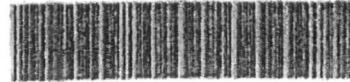
Empowering people who serve the public™

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

## Invoice

Invoice No	Date	Page
025-164500	09/01/2016	1 of 1

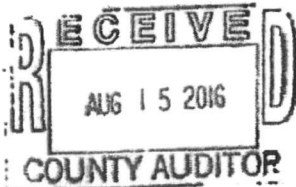
**Questions:**  
Tyler Technologies - Local Government  
Phone: 1-800-772-2260 Press 2, then 2  
Fax: 1-888-873-3274  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)



**Bill To:** Fort Bend County  
301 Jackson Street  
Richmond, TX 77469

**Ship To:** Fort Bend Co. PCT 2  
303 Texas HWY, Suite 124  
Missouri, TX 77459

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
45414	69562		USD	NET30	10/01/2016
Date		Description	Units	Rate	Extended Price
Contract No.: Fort Bend County Auditor.			1	50,400.00	50,400.00
Brazos Software Maintenance Site Licensed Maint.					
Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017			1	1,050.00	1,050.00
Tiburon Interface Maintenance					
Maintenance: Start: 01/Oct/2016, End: 30/Sep/2017					



**\*\*ATTENTION\*\***  
Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
[tylerbusinessforms.com](http://tylerbusinessforms.com) to guarantee  
100% compliance with your software.

Subtotal	51,450.00
Sales Tax	0.00
Invoice Total	51,450.00



## **ATTACHMENT B**