

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into this 23rd day of April, 2019 ("Effective Date"), by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California ("Client"), and Tyler Technologies., a Delaware Corporation, with offices at 5519 53<sup>rd</sup> Street, Lubbock, TX 79414 ("Tyler").

**WITNESSETH:**

WHEREAS, Client and Tyler entered into Agreement number 18-005, dated January 9, 2018 ("Agreement"), pursuant to which Client acquired licenses to the Tyler Software described therein and Tyler agreed to provide professional services, including data conversion and implementation related services, as well as maintenance and support services for the Tyler Software; and

WHEREAS, Client and Tyler now desire to amend the Agreement in order to add additional professional services to the Agreement pursuant to Section C(3), add additional public user licenses, and accordingly increase the maximum compensation amount that may be paid to Tyler.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Client and Tyler agree as follows:

1. Section C(3) of the Agreement, "Additional Services" located on page 5 is amended to include the following paragraph:

"Change orders may be approved by the Assessor-Recorder or his/her designee with the written approval of the Director of Internal Services/CIO or his/her designee provided they remain within the compensation limits described in Section E(1) - Compensation."

2. Section E(1) of the Agreement, "Compensation" located on page 7 is deleted in its entirety and replaced with the following:

"Compensation. In no event shall the services performed by Tyler under this Agreement exceed \$2,059,680 during the term of this Agreement, including the initial term and the renewal term described in Section F(1). Except for the travel expenses provided for in the Investment Summary and other expenses as described in Section C(8) above, which shall not exceed the "NTE Travel Expense" amount stated in the Investment Summary, it is understood that all expenses incidental to Tyler's

1 performance of services under this Agreement shall be borne by Tyler."

2 3. Exhibit A, "Investment Summary" located on pages 16 through 20, is amended to  
3 include Exhibit A-1, attached and incorporated by this reference.

4 4. The "NTE Travel Expense" amount as stated in Exhibit A, "Investment Summary" is  
5 hereby increased to "\$24,000".

6 5. The parties acknowledge and agree that Tyler has provided and completed the onsite  
7 training for the new staff member (bookkeeper) and the implementation related services for the seven  
8 (7) public view user licenses as set forth in Exhibit A-1 and County shall pay for the aforementioned  
9 services and the additional SaaS fees for the seven (7) public view user licenses, as set forth in Exhibit  
10 A-1, as invoiced by Tyler in Invoice No. 025-249945 (onsite training for new staff member  
11 (bookkeeper)), Invoice No. 025-245988 (travel expenses related to the onsite training for new staff  
12 member (bookkeeper)), and Invoice No. 025-249867 (public view user licenses and implementation  
13 related services).

14 6. Exhibit D, "Statement of Work" located on pages 33 through 91, is amended to include  
15 Exhibit D-1, attached and incorporated by this reference.

16 Client and Tyler agree that this Amendment is sufficient to amend the Agreement, and that  
17 upon execution of this Amendment, the Agreement and this Amendment together shall be considered  
18 the Agreement.

19 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
20 covenants, conditions and promises contained in the Agreement and not amended herein shall remain  
21 in full force and effect.

22 ///

25 ///

28 ///

1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2  
3 TYLER TECHNOLOGIES, INC.

4   
5 Abigail Diaz, Chief Legal Officer

6 One Tyler Drive  
7 Yarmouth ME 04096

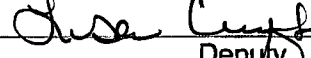
COUNTY OF FRESNO

8   
9 Nathan Magsig, Chairman of the Board  
10 of Supervisors of the County of Fresno

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ATTEST:

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 1048

Fund/Subclass: 0035/10000

Account No.: 7295

# Exhibit A-1



Sales Quotation For  
 Gina Luna  
 Fresno County  
 Hall of Records Building  
 2281 Tulane Street  
 Fresno , CA 93715  
 Phone: +1 (559) 488-3496

Quoted By: Christine Jandreau  
 Quote Expiration: 8/18/2019  
 Quote Name: Fresno County - Recording-Internal/External Agency Access  
 Quote Number: 2019-67376  
 Quote Description:

Tyler Software and Related Services - Annual			
Description	Quantity	Unit Price	Annual Fee
Eagle			
Additional Annual Hosting Fee	1		\$5,000
<b>TOTAL:</b>			<b>\$5,000</b>
Professional Services			
Description	Quantity	Unit Price	Extended Price
Project Management -Eagle	4	\$150	\$600
Implementation	42	\$150	\$6,300
<b>TOTAL:</b>			<b>\$6,900</b>
Summary			
Total Tyler Annual	One Time Fees	Recurring Fees	
Total Tyler Services	\$0	\$5,000	
Total Third Party Hardware, Software and Services	\$6,900	\$0	
Summary Total	\$0	\$0	
Contract Total	\$6,900	\$5,000	
	\$11,900		

## Exhibit A-1



Sales Quotation For  
Georgina Luna  
Fresno County Recorder  
2281 Tulare St  
Phone: +1 (559) 600-3476

Quoted By: Christine Jandreau  
Quote Expiration: 5/14/2019  
Quote Name: Fresno County - Recording - On-Site Training  
Quote Number: 2018-61316  
Quote Description:

Professional Services			
Description	Quantity	Unit Price	Extended Price
On site Training Services	1	\$3,500	\$3,500
TOTAL:			
Summary		One Time Fees	Recurring Fees
Total Tyler Services		\$3,500	\$0
Total Third Party Hardware, Software and Services		\$0	\$0
Summary Total		\$3,500	\$0
Contract Total		\$3,500	
Estimated Travel Expenses		\$1,489	

## Comments

### Eagle Recorder Services

Tyler Technologies will provide 24 hours on-site training services to Fresno County, C.A. as follows:

- 1) New staff member training (bookkeeper).

**Exhibit A-1**

**Tyler Hosted Eagle Recorder/Clerk**

**Fresno County, CA**

Paul Dictos, CPA

2281 Tulare Street, Fresno, CA 93724

(559) 600-3471

[glluna@co.fresno.ca.us](mailto:glluna@co.fresno.ca.us)



**Investment Summary**

---

**Professional Services & Hardware**

**Cost**

Implementation Services

2,240

**Total Services**

**2,240**

**Tyler Hosted -SaaS**

**Annual Fees**

Length of Agreement

5 years - 60 months

**Additional Annual Fee  
For 7 Public View Users  
Eagle Recorder**

**6,746**

## Exhibit A-1



Fresno County, CA  
Paul Dictos, CPA  
2281 Tulare Street, Fresno, CA 93724  
(559) 600-3471  
[glluna@co.fresno.ca.us](mailto:glluna@co.fresno.ca.us)

### **Tyler Related Products and Services**

Description	QTY
<b>EagleRecorder</b>	
public users	7

### **Tyler Professional Services**

Description	Svcs Hrs	Svcs Cost
Analysis, Design & Site Prep	8	\$1,120
Training Services	8	\$1,120
<b>TOTAL</b>	<b>16</b>	<b>\$2,240</b>

## **Exhibit D-1**

### **Internal and External Agency Access**

Fresno County, CA. requests both internal and external agencies that are not associated with the Assessor/Recorder office to have specific access to land and vital records. Tyler Technologies will provide remote services to enhance the Self Service web public access to meet this request as follows:

#### **Hosting Fee**

Additional Hosting fee applies to support changes requested for additional user access.

#### **Project Management**

**Test Database will need to be refreshed if necessary to sync with Production Database**

#### **Scope of Work:**

##### **Land Record & Vital Record Search Internal & External**

**The following tasks will be done in the Test Database environment:**

- 1) Enhance current web environment to allow for internal and external agency logins.
- 2) Set up (4 additional) security groups in Security Management.
- 3) Discuss subscription options for login users with our professional services team.
- 4) Set up of products for copy printing and charging for copies if desired by county.
- 5) Review above services with Fresno County.
- 6) Testing of the system for all 4 groups.
- 7) Training of parties if necessary.
- 8) Set up of different fees for different items.
- 9) Move configuration of internal and external agency logins to production database.

#### **Plat File Map Access**

Implementation consultant will meet with Fresno County to determine which option below would best meet County needs. Both options involve approximately 12 hours of additional services.

- 1) Subscription for plat images OR
- 2) Security/Logins, allowing the public to add plat's to the cart and see clean images once purchased.
- 3) Allow downgraded preview of plat map before purchase on External public access.

**Please Note:** Services outlined and associated costs are based on information available from Fresno County at time of proposal. Alteration of scope for internal/external access or plat map access, could incur additional charges.