

AMENDMENT V

This amendment V ("Amendment") to the Agreement for Services #529-S1311 is made this 23 day of APRIL 2018 by and between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and El Dorado County, a political subdivision of the State of California with offices at 360 Fair Lane, Placerville, California 95667 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated March 26, 2013 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused conversion services, are hereby removed from the Agreement:
 - a. Payroll - Option 8 Position Control \$2,000.00
 - b. Payroll - Option 10 Certifications \$2,000.00
 - c. Payroll - Option 11 Education \$2,000.00
2. The conversion services in the attached sales quotation are hereby added to the Agreement. Payment of fees shall conform to the terms of the Agreement in Section E, Item #30p.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS, WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

El Dorado County

By: 

By: DON ASHTON

Name: Robert Kennedy-Jensen

Name: 

Title: Senior Corporate Attorney

Title: CAO

Date: 4/26/18

Date: 4/23/18



Quoted By: Sandy Gallagher
 Date: 1/29/2018
 Quote Expiration: 7/28/2018
 Quote Name: El Dorado County-ERP-Contracts Conversion
 Quote Number: 2018-43356
 Quote Description: Contracts Conversion

Sales Quotation For
 El Dorado County
 360 Fair Ln
 Placerville, CA 95667-4103
 Phone +1 (530) 621-5450

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Contracts - G	\$0.00	0	\$0.00	\$6,000.00	\$6,000.00	\$0.00
TOTAL:	\$0.00	0	\$0.00	\$6,000.00	\$6,000.00	\$0.00

Summary

Total Tyler Software \$0.00
 Total Tyler Services \$6,000.00
 Total 3rd Party Hardware, Software and Services \$0.00

Summary Total \$6,000.00
Contract Total \$6,000.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$6,000.00	\$0.00	\$6,000.00
TOTAL:			\$6,000.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars _____

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: License fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.