

AGREEMENT FOR SERVICES #529-S1311  
AMENDMENT III

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This Amendment III to that Agreement for Services #529-S1311 made and entered into by 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 Client entered into Agreement #529-S1311 dated March 26, 2013 (“Agreement”) for Tyler license software products and provide implementation services for an enterprise resource planning system; and

**WHEREAS**, Tyler and Client amended said Agreement #529-S1311 (Amendment I) on June 7, 2016 to increase compensation and modify terms; and

**WHEREAS**, Tyler and Client amended said Agreement #529-S1311 (Amendment II) on January 3, 2017 to include Adobe End User License Agreement (“EULA” for functionality; and

**WHEREAS**, the parties hereto have mutually agreed to increase the total amount of said Agreement by \$10,000.00 for as needed modifications and interfaces, hereby amending Section E-General Terms and Conditions, Subsection (30)(a) and adding a new subsection (30)(r).

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #529-S1311 shall be amended a third time as follows:

**A.** *Section E-General Terms and Conditions, subsection (30)(a) is amended in its entirety to read as follows:*

30. Payment Terms

a. The total amount of this Agreement as amended, including estimated travel expenses but not including maintenance services, shall not exceed \$3,415,077. The not to exceed amount includes the amounts set forth in the Investment Summary (Exhibit 1) and in the Modification and Interfaces Cost Summary (Exhibit 12). The not to exceed amount is subject to modification in conjunction with Section B(5) (“Cancellation”) and any authorized scope changes. Any as needed modifications and/or interfaces requested by Client that are outside the scope of Exhibit 12, shall be pursuant to work orders issued as outlined in subsection (30)(r) below.

**B. Section E-General Terms and Conditions, subsection (30) is amended to add new subsection paragraph (r) to read as follows:**

r. For new modifications or interfaces required by Client that are outside the scope of Exhibit 12, Tyler will provide a written quote to the Contract Administrator. Upon receipt and approval of each quote, the Contract Administrator will issue a separate written Work Order to Tyler identifying the specific work to be performed, a description of the work, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Tyler shall not commence work until receiving the written Work Order. No payment will be made for work assignment performed prior to the issuance of the written Work Order. The total amount of as needed modifications or interfaces shall not exceed \$10,000.00.

Except as herein amended, all other parts and sections of that Agreement #529-S1311 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Vern Pierson  
District Attorney

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Don Ashton  
Chief Administrative Officer

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**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment III to that Agreement for Services #529-S1311 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONSULTANT --**

Tyler Technologies, Inc.

By: \_\_\_\_\_  
Christopher P. Hepburn  
President, ERP and School Division  
"Consultant"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Abigail Diaz  
Vice President & Associate General Counsel

Dated: \_\_\_\_\_