

October 23, 2009

Chairman

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Mike Bradford
Midland County

Chair Elect

Commissioner
Mike Cantrell
Dallas County

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Glen Whitley
Tarrant County

Vice-Chairmen

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Comm. Sylvia Garcia
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Comm. Jay Millikin
Comal County

Judge J.D. Salinas
Hidalgo County

Executive Director

Donald Lee

Member Counties

*Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
El Paso ~ Ellis
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Tarrant
Travis ~ Williamson
Wise*

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
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www.cucc.org

Honorable Juan Salinas, III
County Judge
Hidalgo County
P. O Box 1356
Edinburgh, TX 78540

Re: **Consideration of Changes to the Agreement with the Tyler Technologies for the Common Integrated Justice System (CIJS) Court Administration System**

Dear Judge Salinas, III:

Thank you for Hidalgo County's continued participation in the Urban Counties TechShare program, sharing the Common Integrated Justice System Court Administration System called Odyssey, licensed from Tyler Technologies through a TechShare procured enterprise license agreement.

By joining and working together, participating counties have saved more than \$30 million sharing this license agreement. Hidalgo County has saved \$2.52 million.

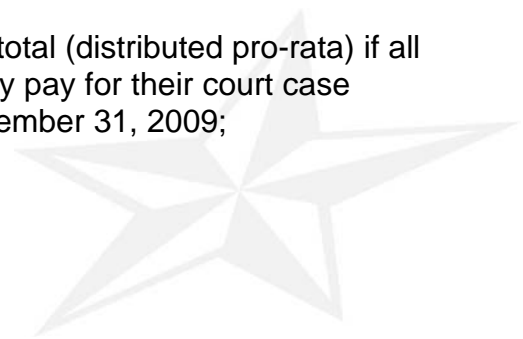
Now, action is required of the Hidalgo County Commissioners Court to continue this strong partnership and potentially enhance the savings to Hidalgo County taxpayers. The action does not require any increase in costs.

In our agreements with Tyler, deadlines for adding additional counties and realizing rebates to existing counties have passed. The Urban Counties has negotiated an amendment that extends agreements and enhances the benefits to participating counties. Only counties that vote to adopt the amended agreement will enjoy the enhanced benefits.

The amendment has been reviewed by, and is recommended by, the CJIS Oversight Board on which Hidalgo County is represented. The amendment has also been approved by, and is recommended by, the Urban Counties Board of Directors.

A memo providing a comprehensive analysis is attached. In summary, the amendment:

- Extends the deadline past 12/31/09 for additional counties to join in sharing the license agreement;
- Pays participating counties \$800,000 total (distributed pro-rata) if all license existing participants completely pay for their court case management system licenses by December 31, 2009;



- Removes a cap on payments to Tyler by new counties joining in the resource sharing (this cap is not going to be reached by December 31, 2009);
- Extends the popular enterprise modifications program that is saving participating counties more than \$200,000 each year; and
- Continues the reduced annual software maintenance fees, assuring the counties of continued savings through the program.

If Hidalgo County ratifies the amendment, the County will continue to realize the benefits from the collaborative effort, including the potential for the license fee rebates included in the amendment.

Section 25.7 of the Master Software License and Professional Services Agreement requires that all participating counties ratify the proposed contract amendment. Therefore, if the County does not ratify the amendment, then all participating counties will forfeit any potential rebates and future benefits from the amended agreement. The right to use the Odyssey system will of course continue, under the current agreement.

We request your immediate consideration of this amendment. If the participating counties do not approve the amendment by November 25, 2009 then the benefits of it will be lost. Also you will find a payment advisory in the amount of \$708,750 for the County's final license payment for the Court Administration module.

Please adopt the attached draft resolution, or a similar resolution that approves the attached Amendment No. 1 to the Master Software License and Professional Services Agreement with Tyler Technologies.

If you would like additional information please do not hesitate to contact me. Either myself or Charles Gray are at your disposal either by phone or to visit your county and discuss this matter.

Thank you again for your participation in the Urban Counties and the TechShare program.

Sincerely,



Donald Lee
Executive Director

cc: Honorable Sylvia Handy, Hidalgo County Commissioner, Pct. 1
Honorable Hector Palacios, Hidalgo County Commissioner, Pct. 2
Honorable Joe Flores, Hidalgo County Commissioner, Pct. 3
Honorable Oscar Garza, Hidalgo County Commissioner, Pct. 4
Mr. Mike Robledo, Hidalgo County Administrator

Enclosed: Detailed Memo from Charles Gray
Draft Commissioners Court Resolution
Master Software License and Professional Services Agreement Amendment No.

STATE OF TEXAS

§

§
COUNTY OF HIDALGO COUNTY §

**AN ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY TO APPROVE
AND ADOPT AMENDMENT NUMBER 1 TO THE MASTER SOFTWARE LICENSE
AND PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, on March 14, 2006, Tyler Technologies, Inc. and the Texas Conference of Urban Counties entered into the Master Software License and Professional Services Agreement (as amended, the “Agreement”) pursuant to which, among other things, Tyler Technologies, Inc. agreed to grant to the Texas Conference of Urban Counties a non-exclusive, royalty-free, revocable license for the sole purpose of sublicensing the Licensed Property to Participating Member Counties only; and

WHEREAS, HIDALGO COUNTY, as a Member County and pursuant to the terms of the Master Agreement, became a Participating Member County and Party to the Master Agreement and, acquire the license, as well as the development, implementation, installation, training and maintenance services from Software Provider with respect to the Court Admin System, on the terms and subject to the conditions of the Master Agreement; and

WHEREAS, the Amendment Number 1 to the Master Software License and Professional Services Agreement:

- Does not obligate the Urban Counties or participating counties to any further payments to Tyler than are currently obligated;
- Provides existing participating counties a right to an \$800,000 rebate if all license fees due by existing participants are paid during December 2009;
- Provides that Hidalgo County’s share of the potential 2009 rebate is \$78,855, but can only be received if Hidalgo County pays an outstanding amount due under the existing agreement of \$708,750 before December 23, 2009 ;
- Provides for an additional \$390,000 rebate if an additional \$2,000,000 in license fees are obligated by new participating counties before December 31, 2010;
- Does not increase the potential costs to Hidalgo County nor affect the rights to use and implement what is currently contracted for;
- Provides counties that are not currently participating the opportunity to do so thru 2014;
- Increases the hourly rate paid to Tyler by 12% for change orders and new projects requested by current participants;
- Continues the existing 16% of license fees maintenance fee cost for participating counties;
- Allows participating counties to expand maintenance to include help desk support by increasing maintenance fees by five percent (5%); and
- Allows for continuation and expansion of the existing Enterprise Modification program whereby participating counties share in the cost of enhancements to the system.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY THAT:

1. Amendment Number 1 to the Master Software License and Professional Services Agreement is approved and the Hidalgo County Judge is authorized to sign the Amendment on behalf of Hidalgo County.
2. The payment of remaining license fees for the Court Administration Module in the amount of \$708,750 is approved, as is the issuing of a check in that amount to the Texas Conference of Urban Counties;
3. The Hidalgo County Auditor, Treasurer, Clerk and all other County officers are directed to take all necessary actions to ensure that a check for \$708,750 is delivered to the Texas Conference of Urban Counties by December 22, 2009;
4. The foregoing recitals, having been found by the Commissioners Court to be true and correct, are hereby incorporated into this Order as findings of fact;
5. It is hereby officially found and determined that the meeting at which this Order was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Ch. 551, Texas Government Code; and
6. This Order shall be effective on the date of its adoption, as reflected below.

BE IT SO ORDERED.

Passed and Approved this _____ day of _____, 2009, by a vote of ____ in favor and _____ against, _____ abstaining.

HIDALGO COUNTY, TEXAS

By: _____

Rene Ramirez
COUNTY JUDGE

Attest:

COUNTY CLERK

October 23, 2009

Chairman

Judge
Mike Bradford
Midland County

Chair Elect

Commissioner
Mike Cantrell
Dallas County

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Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Rockwall ~ San Patricio
Tarrant ~ Travis
Williamson ~ Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

To: Judge Salinas, III, Hidalgo County

CC: Mr. Mike Robledo, Administrator

From: Charles Gray, TechShare Program Manager

Re: **Consideration of Changes to the Agreement with the Tyler Technologies for the Common Integrated Justice System (CIJS) Court Administration System**

The purpose of this memo is to request that Hidalgo County ratify the amendment to the contract between Texas Conference of Urban Counties and Tyler Technologies making the Odyssey Court Case Management System available to our members.

The contract amendment was adopted by the Urban Counties Board of Directors on Wednesday, September 8, 2009.

Each of the member counties participating in the collaborative project to implement the Odyssey Court Case Management System through the Urban Counties TechShare program must determine whether or not it will ratify the contract amendment.

This letter provides an overview of the business reasons that lead to this amendment and, further, describes the contents of the amendment at a high level.

By ratifying this agreement, Hidalgo County will continue to realize the benefits from sharing the Odyssey Court Administration System through the Urban Counties TechShare program.

The Urban Counties will provide a detailed briefing for Hidalgo County upon request.

Action on this item is requested by November 25, 2009. The amendment is included with this letter. Please return a signed copy of the amendment to the Urban Counties by November 25, 2009. If Hidalgo County decides not to ratify the amendment, please advise the Urban Counties of that decision so that the County's contract can be transferred directly to Tyler Technologies.

The Master Software License and Professional Services Agreement requires that all participating counties ratify any amendment. If Hidalgo County elects not to ratify the amendment, then none of the participating counties will realize the benefits included in the amendment.



Background:

In March 2006, the Urban Counties entered into a contract with Tyler Technologies to provide the option to license and implement a Court Administration System, along with other justice system modules, to the member counties. The contract anticipated that, over a three year period, the Urban Counties could obtain an “enterprise” software license that would provide unlimited use of the Court Administration System for member counties by enrolling a sufficient number of counties to pay the combined enterprise license fee of \$12,395,000.

Over the next three years, the Urban Counties, working closely with Tyler Technologies, enrolled thirteen (13) counties in the contract, with a combined license fee commitment (for the Court Administration System) of \$10,652,500.

In order to continue to offer the Court Administration System to member counties and to extend the collaborative efforts of the participating counties, an amendment to the original contract is needed. Collaborating with Tyler Technologies new contract documents have been developed extending the relationship. The new agreement would be effective if approved by the Urban Counties Board and the participating member counties.

The proposed contract documents have been reviewed with the CIJS Oversight Board whose members recommended adoption by the Urban Counties Board. The Urban Counties Board of Directors approved the contract amendment on September 8, 2009. A summary of the contract changes are presented below.

Contract Amendment Overview:

The process for amending the Master Software License and Professional Services agreement between the Texas Conference of Urban Counties and Tyler Technologies includes two steps:

- Approve Amendment No. 1 to the Master Software License and Professional Services Agreement to provide for additional benefits to the participating counties and to effectively close out the current Tyler contract with the Urban Counties; and
- Replace the Master Software License and Professional Services Agreement with a new Master Agreement that provides the member counties with the continued opportunity to acquire the Court Administration System and other optional modules from Tyler Technologies through December 2014 at significant cost savings.

This approach resolves the issues with the current agreement and allows the TechShare program to continue the collaborative effort with Tyler Technologies that has delivered significant value and savings to the participating counties. The elements of each step of the project are outlined below:

Approve Amendment No. 1 to the Master Software License and Professional Services Agreement:

- Resolves Urban Counties/Tyler issues regarding license fee payment by eliminating the enterprise license fee.
- Requires that pending license fees for participating counties be paid through the Urban Counties by the end of December 2009.
- If all pending license fees are paid by the end of December 2009, provides a license fee rebate in the amount of \$800,000 to be distributed to participating counties by the Urban Counties.
- Continues current implementation projects for the thirteen (13) participating counties with no increase in cost.
- Provides Tyler with a twelve percent (12%) increase in hourly services rates for any change orders or new projects executed for the thirteen (13) participating counties, effective immediately.
- Continues the current Software Maintenance agreement terms for the participating counties at the same low rate of 16% of license fees, saving the counties about 25% over the industry standard maintenance fee rates of 22 to 24% of license fees.
- Provides the option for the participating counties to expand Software Maintenance services to include expanded help desk coverage through an incremental increase in annual software maintenance fees.
- Continues administration and payment of Software Maintenance services through the Urban Counties so counties can leverage their collaborative purchasing structure.
- Provides for the completion of all approved enterprise modifications up to the contract value of \$661,986, providing almost \$2 million in value to participating counties.
- Closes out the current contract on December 31, 2009 while recognizing that some contract commitments, such as ongoing implementation projects and maintenance contracts, survive the termination of the agreement.

New Master Agreement:

- Provides the Urban Counties members who have not already elected to participate in the program with the option to obtain the Court Administration System, optional justice software modules such as Jail Management, Adult Probation, Sheriff's Records Management and Hot Checks at a discounted license fee of approximately 10% through December 31, 2010.
- Provides all counties in Texas with the option to obtain the Court Administration System, optional justice software modules such as Jail Management, Adult Probation, Sheriff's Records Management and Hot Checks through the Urban Counties through December 31, 2014.

- Provides an additional license fee rebate of \$390,000 if the participating county license fees are expanded by a minimum of \$2 million by the end of December 2010. The rebate would be paid to the Urban Counties to be distributed to the participating member counties.
- Provides Software Maintenance Services, including expanded Help Desk and Software Assurance Services, at discounted fees for all participating counties. Basic maintenance would be offered at a 25% savings by establishing the maintenance fees at 16% of licenses fee instead of the industry standards of 22 to 24%.
- Expands the enterprise modification program so participating counties can continue to obtain software enhancements at a rate discounted by at least 15%, with costs shared by all participants, resulting in continued savings through collaboration.
- Continues administration and payment of for Software Maintenance services through the Urban Counties.
- Structures the parties' contractual relationship in a manner that is more customary in the software development and sales marketplace through the use of a more traditional reseller agreement

Recommended Resolution:

Each participating county is asked to adopt the Amendment Number 1 to the Master Software License and Professional Services Agreement with the following understandings. Amendment No. 1:

1. Does not obligate the Urban Counties or participating counties to any further payments to Tyler than are currently obligated;
2. Provides existing participating counties a right to an \$800,000 rebate if all license fees due by existing participants are paid by December 31, 2009;
3. Provides for an additional \$390,000 rebate if an additional \$2,000,000 in license fees are paid by new participating counties before the end of 2010;
4. Does not increase the potential costs to current participants nor affect their rights to use and have implemented what they have currently contracted for;
5. Provides counties that are not currently participating the opportunity to do so thru 2014;
6. Increases the hourly rate paid to Tyler by 12% for change orders and new projects requested by current participants;
7. Continues the existing 16% of license fees maintenance fee cost for participating counties;
8. Allows participating counties to expand maintenance to include help desk support by increasing maintenance fees by five percent (5%); and

9. Allows for continuation and expansion of the existing Enterprise Modification program whereby participating counties share in the cost of enhancements to the system.

Please do not hesitate to contact me if I can be of assistance on this or any other matter. Copies of the original contract materials are available upon request.

Enclosure: Master Software License and Professional Services Agreement Amendment No. 1

**Master Software License and Professional Services Agreement
Amendment No. 1**

This Amendment No. 1 (this "Amendment") to the Master Software License and Professional Services Agreement is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), and the Texas Conference of Urban Counties, Inc. (the "CUC"). This Amendment shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on March 14, 2006, Software Provider and the CUC entered into that certain Master Software License and Professional Services Agreement (as amended, the "Agreement") pursuant to which, among other things, Software Provider agreed to grant to the CUC a non-exclusive, royalty-free, revocable license for the sole purpose of sublicensing the Licensed Property to Participating Member Counties only; and

WHEREAS, pursuant to Section 25.7 of the Agreement, Software Provider and the CUC desire to amend the terms of the Agreement to provide for the following, among other things: (a) the license grant to the CUC for the sole purpose of sublicensing the Licensed Property shall be limited to sublicensing the Licensed Property to the thirteen Participating Member Counties (defined in this Amendment); (b) the License Fee associated with such license shall be reduced to \$10,757,500 and shall be due and payable as set forth in this Amendment; (c) the Term of the Agreement shall expire on December 31, 2009; and (d) the Participating Member Counties shall contract directly with Software Provider for maintenance and support services related to the Licensed Property, all as more particularly described herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. The following definitions hereby supersede and replace the definitions contained in the Agreement:
 - a. License Fee means \$10,757,500 made payable in various payments pursuant to Section 4.1;
 - b. Participating Member Counties means: (i) Collin County, Texas; (ii) Fort Bend County, Texas; (iii) Gregg County, Texas; (iv) Tarrant County, Texas; (v) Denton County, Texas; (vi) Grayson County, Texas; (vii) Guadalupe County, Texas; (viii) Williamson County, Texas; (ix) Galveston County, Texas; (x) Hidalgo County, Texas; (xi) Nueces County, Texas; (xii) Cameron County, Texas; and (xiii) San Patricio County, Texas. No other Member County shall have the right to become a Participating Member County under the terms of the Agreement.
 - c. Price List means the license fees and maintenance fees associated with each Participating Member County as set forth in Schedule A to this Amendment.

d. Standard Maintenance Agreement means Software Provider’s standard maintenance and support services agreement to be executed by Software Provider and each Participating Member County. Each Participating Member County shall have the option of purchasing “Tier 1 Support” or “Tier 2 Support”, as defined in the Standard Maintenance Agreement.

e. Tier 1 Support means support services including (a) defect remediation; (b) help desk user support; (c) server/system support; and (d) desktop support for help desk users.

f. Tier 2 Support means support services including defect remediation by Tyler after initial troubleshooting by Participating Member County technical staff.

g. Terms used but not otherwise defined in this Amendment shall have the meaning assigned to such terms in the Agreement.

2. Relationship with Participating Member Counties. The Agreement is hereby amended by deleting Section 2.4(b) in its entirety and replacing it with the following:

“(b) Notwithstanding the foregoing, the Software Provider shall work directly with each Participating Member County, without CUC participation, for the day-to-day implementation of the Project for such Participating Member County, including, without limitation, the issuance of Authorization Orders, Authorization Confirmations, Change Orders, and Change Confirmations. In connection therewith, Software Provider shall invoice each Participating Member County directly for all fees incurred by Software Provider on behalf of such Participating Member County (including, without limitation, Local Modification Fees) in accordance with the respective Implementation Plan, which shall be paid in accordance with Section 4. Software Provider shall also provide each Participating Member County directly with all maintenance and support services under the terms of the Standard Maintenance Agreement, and the invoicing and payment of all related maintenance fees shall occur between Software Provider and each respective Participating Member County.”

3. License Fee. The Agreement is hereby amended by deleting Section 4.1 in its entirety and replacing it with the following:

“4.1 License Fee. The License Fee is \$10,652,500. As of the Effective Date of this Amendment, the parties acknowledge and agree that the CUC has paid \$_____ of the License Fee, which shall be allocated among the Participating Member Counties as set forth on Schedule B to this Amendment. The remaining License Fee shall be due and payable as follows:

<u>Payment Date</u>	<u>Amount to be Paid</u>
12/312009	\$2,185,750

Software Provider shall invoice the CUC thirty (30) days prior to each Payment Date, which shall be paid in accordance with Section 4.4. With each License Fee payment, the CUC shall identify for Software Provider the license fee amounts attributable to each Participating Member County and to be credited against the Discounted County Price List for each Participating Member County in the event of a termination of this Agreement, which amounts shall, in the aggregate, equal the total amount of the License Fee paid by the CUC on each such Payment Date. In the event that the CUC timely pays the License Fee in full by December 31, 2009, Tyler shall remit to the CUC a one-time incentive bonus in the amount of \$800,000. Upon the CUC's timely payment of the License Fee in full, the foregoing licenses shall become irrevocable as set forth in Section 3.2 of this Agreement. If the licenses are revoked by Software Provider because of the CUC's failure to timely pay the License Fee in full, each Participating Member County may reinstate its respective sublicense using the procedure set forth in Section 3.8 of this Agreement."

4. Invoice and Payment. Section 4.4 of the Agreement is hereby amended by deleting the following sentence in its entirety:

"Software Provider shall invoice the CUC for maintenance fees in accordance with the terms of the Standard Maintenance Agreement."

5. Implementation Services. The Agreement is hereby amended by adding the following sentence to the end of Section 5.4:

"Software Provider shall continue to deliver implementation and other services as set forth in any previously approved Implementation Plan, without regard to any expiration of the Term of this Agreement provided, however, that such continuation of delivery does not relieve any Participating Member County from its obligation to pay for software licenses and services as set forth in this Agreement. Software Provider's hourly service rates for implementation and other services included in any existing approved Implementation Plan shall be as set forth for the hours in such Implementation Plan. Software Provider's hourly service rates for implementation and other services quoted in a new Budget Proposal or Change Order to an existing implementation plan hereunder shall be according to Software Provider's then current published annual rates as set forth in Schedule C and as may be amended annually by Software Provider."

6. Maintenance and Support Agreement. The Agreement is hereby amended by deleting Section 11.1 in its entirety and replacing it with the following:

"11.1 Maintenance and Support Agreement. Each Participating Member County shall execute its own respective Standard Maintenance Agreement, which shall be between Software Provider and the Participating Member County. Such Standard Maintenance Agreement shall provide that the Maintenance and Support Fees shall remain fixed for a period of [3] years after the Effective Date of Participating Member County's Standard Maintenance Agreement previously executed with Software Provider and the CUC, after which time the fees may be adjusted to the level of the then current standard

Maintenance and Support Fees. At each Participating Member County's election, the Standard Maintenance Agreement shall provide either "Tier 1 Support" or "Tier 2 Support". Software Provider shall provide each respective Participating Member County with maintenance and support services for the Judicial Software in accordance with the terms of the executed Standard Maintenance Agreement, and the applicable maintenance fees shall be collected from Participating Member County as set forth below:

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provider shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

(b) In order to encourage prompt and timely payment of the maintenance and support fees by each Participating County, each Participation Agreement shall provide for the following: (i) all maintenance and support fees shall be due and payable by the Participating County to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the Participating County shall be liable for such interest, on all late payments of maintenance and support fees as set forth in Section 4.5; (iii) Software Provider may, in its sole discretion, suspend maintenance and support services with respect to a Participating County for all outstanding invoices that are sixty (60) days or more past due; and (iv) in the event that Software Provider suspends maintenance and support services for a Participating County, such Participating County may reinstate maintenance and support (1) if the lapsed period were less than 12 months, by paying 75% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year, or (2) if the lapsed period were more 12 months or more, by paying 100% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year."

7. Term. The Agreement is hereby amended by deleting Section 22.1 in its entirety and replacing it with the following:

"22.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the sooner of: (a) December 31, 2009; (b) each Participating

Member County reaches Operational Use; or (c) the Agreement is terminated as provided herein (the "Term")."


8. Conflict; Remaining Terms Unchanged; Entire Agreement; Further Amendment. To the extent any of the terms or provisions set forth in this Amendment conflict with the terms or provisions of the Agreement, the terms and provisions of this Amendment shall control. Except as specifically provided in this Amendment, all remaining terms and provisions of the Agreement shall remain unchanged and in full force and effect. The Agreement and this Amendment constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Amendment shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications to this Amendment shall be binding upon the Parties despite any lack of consideration.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Governing Law. Any dispute arising out of or relating to this Amendment or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto to be effective as of the last date set forth below.

TEXAS CONFERENCE OF URBAN COUNTIES, INC. TYLER TECHNOLOGIES, INC.

By: 
Name: Donald Lee
Title: Executive Director
Date: October 16, 2009

By: _____
Name: _____
Title: _____
Date: _____, 2009

Hidalgo County

By: _____
Name: _____
Title: _____
Date: _____, 2009

**Master Software License and Professional Services Agreement
Amendment No. 1**

Schedule "A"
Price List

County	County Enterprise Pricing	Initial Case Type	Second Case Type	Support Init. Case Type	Support Second Case Type	Support Both Case Types
Tarrant (Note1)	2,000,000	1,387,500	612,500	194,250	87,500	250,000
Hidalgo	1,050,000	682,500	367,500	126,750	68,250	195,000
Collin	1,050,000	682,500	367,500	110,500	59,500	170,000
Denton	945,000	N/A	N/A	N/A	N/A	170,000
Fort Bend	875,000	568,750	306,250	91,000	49,000	140,000
Cameron	875,000	568,750	306,250	91,000	49,000	140,000
Nueces	875,000	568,750	306,250	91,000	49,000	140,000
Galveston	875,000	568,750	306,250	84,500	45,500	130,000
Williamson	700,000	568,750	306,250	91,000	49,000	140,000
Grayson	410,000	N/A	N/A	N/A	N/A	105,000
Gregg	630,000	409,500	220,500	68,250	36,750	105,000
Guadalupe	490,000	318,500	171,500	45,500	24,500	70,000
San Patricio	490,000	318,500	171,500	45,500	24,500	70,000

Note 1. Tarrant County's "Initial Case Type" License Fee reflects an increase of \$250,000 and a proportional Annual Maintenance and Support Fee increase of \$31,750. This "Initial Case Type" license covers all case types and case manager lines of business, except adult criminal, including the components the Law Enforcement RMS module necessary to perform and manage civil paper service.

**Master Software License and Professional Services Agreement
Amendment No. 1**

Schedule "B"

Allocation of License Fees Paid by CUC as of Effective Date

County	Enterprise License Fee	License Fee Paid as of Effective Date	Remaining License Fee Payments Due
Tarrant	\$1,387,500	\$1,137,500	\$250,000
Hidalgo	\$1,050,000	\$341,250	\$708,750
Collin	\$1,050,000	\$1,050,000	\$0
Denton	\$945,000	\$945,000	\$0
Fort Bend	\$875,000	\$875,000	\$0
Cameron	\$875,000	\$525,000	\$350,000
Nueces	\$875,000	\$390,000	\$485,000
Galveston	\$875,000	\$875,000	0
Williamson	\$700,000	\$700,000	\$0
Grayson	\$410,000	\$410,000	\$0
Gregg	\$630,000	\$630,000	\$0
Guadalupe	\$490,000	\$294,000	\$196,000
San Patricio	\$490,000	\$294,000	\$196,000
Totals	\$10,652,500	\$7,735,250	\$2,185,750

**Master Software License and Professional Services Agreement
Amendment No. 1**

Schedule "C"
2009 Implementation Services Hourly Rates

Project Management	\$160.00 per hour
Technical Services	\$149.00 per hour
Training Services	\$138.00 per hour



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Date	
10/26/2009	

Bill To
Honorable Juan Salinas, III County Judge Hidalgo County P. O Box 1356 Edinburgh, TX 78540

HYI Ug'7 cbZYfYbW'cZI fVUb'7 ci bhjYg
500 W. 13th. St.
Austin, TX 78701

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Description	Amount				
CIJS Court Administration License Fee	708,750.00				
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	HcHJ \$708,750.00				
	6 UUbW'8 i Y \$708,750.00				

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	donlee@cuc.org	http://www.cuc.org