

Client Support and Software Update Services Agreement

Client Installation Location:
Hidalgo County Courthouse
Edinburg, Texas

Commencement Date: 1/1/2013
System Administrator: Renan Ramirez
Phone Number: (956) 318- 2151

Tyler Technologies, Inc. ("Tyler") agrees to provide and Hidalgo County, Texas ("Client") agrees to accept Client Support and Software Update Services on the item(s) listed below, at the quarterly charge indicated. The terms and conditions of this Agreement are set forth on the face hereof and in the Terms and Conditions appearing on the reverse side of this agreement.

Software Product Description	Quarterly Charge
Criminal Case Management — County-wide	\$2,981
Court Administration – County-wide	\$1,894
Sheriff	\$2,981
CID	\$315
CJIS – County-wide	\$347
CJIS – EDR	\$725
Justice of the Peace with Electronic Conviction Reporting	\$2,898
Word Merge	\$126
Mugshots	\$367
Prosecutor	\$1,041
Server & Systems Support (Hardware)	\$308
Child Support	\$1,960
Hot Checks	\$910
<p>This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office.</p> <p>CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.</p>	
Total Quarterly Charge	\$ 16,853

Client

Ramon Garcia
 Contact Name (Print)
County Judge
 Title/Position
Ramon Garcia
 Authorized Signature

 Date

Tyler Technologies, Inc.

Bret Dixon
 Contact Name (Print)
Chief Operating Officer
 Title/Position
Bret Dixon
 Authorized Signature
6.7.13
 Date

Approved by Commissioners' Court
 on 5-7-13 RO

Terms and Conditions

1. Definitions

(a) **Equipment.** The computer hardware, including the central processing unit on which Software is installed, and any other Tyler supplied peripheral equipment at the location of software installation.

(b) **Software.** Any Software product licensed to Client by Tyler under a separate agreement for which Tyler offers its Client Software Update and Client Support services, which Software is identified in writing on the face of this document. Software may include machine readable code (object code) written in any language on any media, source code of listing, and any improvements, modifications, enhancements, changes or updates to such code or listings provided to Client by Tyler.

(c) **System.** The Equipment and the Software that are defined in 1(a) and 1(b) above.

2. Term

(a) This Agreement is effective from the Commencement Date and shall continue for an initial term of six months. After the initial term, this Agreement shall remain in force until terminated by either party for any or all the products listed on the face of this agreement upon ninety days (90) prior written notice to the other party.

3. Eligibility for Service Agreement

(a) Software is eligible for inclusion under this Agreement immediately upon Tyler's installation of Software, expiration of Tyler's Software warranty, or expiration of an existing Tyler Software Update and Client Support Service Agreement.

(b) Service under this Agreement is contingent upon:

- (1) The Software being unmodified and properly maintained at the latest Tyler revision.
- (2) The System containing at least the minimum hardware configuration and prerequisite software as specified by Tyler.
- (3) All Software being covered by Software warranty or by this Agreement, if such coverage is available. Software licensed after the Commencement Date of this Agreement may be subject to additional charge(s) for coverage under this Agreement.

4. Service Responsibilities of Tyler

For the charges stated herein, Tyler shall provide the following Software Update and Client Support services:

(a) Software updates and enhancements to the covered Software made generally available by Tyler to its Clients during the term of this Agreement shall be provided as product releases on Tyler's standard media. Software updates and enhancements include:

- (1) Program modifications required due to legislative changes.
- (2) Program changes required to use Tyler's standard forms.
- (3) Fixes to reported software problems.
- (4) General enhancements to covered Software, which Tyler deems to be included in the standard system.

(b) Improvements and revisions to reference manuals or documentation made generally available by Tyler to its Clients during the term of this agreement.

(c) Remote diagnostics of problems with covered Software.

(d) Periodic review of outstanding enhancement requests and bug reports.

(e) Telephone assistance, telephone number(s) will be provided to the Client. Contact to enable communication with a Tyler Specialist during the hours of 8:30 AM to 5:00 PM, local Dallas, Texas time, Monday through Friday, exclusive of Tyler holidays. Tyler will use reasonable efforts to respond to the Client Contact call within four working hours assisting with:

- (1) Identifying, verifying, and resolving problems in the Software.
- (2) Identifying and verifying problems with the Equipment used in connection with the Software.
- (3) Installation of Software releases.

5. Services Not Included

(a) No on-site Software Updates or Client Support services are included under this Agreement. Any on-site service requested by the Client or required due to software changes, operating system upgrades, training, or other assistance will be provided at Tyler's per-call rates and terms then in effect.

(b) Services not covered by this Agreement include, but are not limited to, failure of Equipment, failure of non-Tyler supplied software, failure of Software caused by non-Tyler provided hardware, failure of Software due to Equipment operation, catastrophe, fault, or negligence of Client, operation error, improper use or misuse of the System or any part thereof, or any other causes beyond the control of Tyler and occurring without the fault or negligence of Tyler.

6. Responsibilities of Client

(a) Client agrees to appoint a System Administrator to be responsible for the overall operation of the System and individual Product Administrator(s) to be responsible for the operation of each product identified on the face of this agreement to function as the primary contact between Client and Tyler.

(b) Client acknowledges all Software changes, improvements, enhancements or updates (and each of them) provided by Tyler are subject to the same License Agreement under which Client obtained a license to the Software, including all terms and conditions thereof, and Client agrees to abide by such License Agreement.

(c) Client agrees to maintain the Software to the latest revision level.

(d) Client agrees to provide adequate training to its employees and further agrees to assign to the use of the system only those employees who have received adequate training.

(e) Client agrees to allow remote access by Tyler for purposes of software support including VPN access.

7. Charges

(a) Charges will be invoiced each quarter in advance and will be payable on the first day of the quarterly service period for which the Tyler invoice is rendered.

(b) Charges for the preparation of each release will be invoiced at such time as the release is prepared at Tyler's then current release charge.

(c) Charges do not include any tax or other governmental impositions including, without limitation, sales and use tax. All such cost, if any, shall be invoiced separately to client, and client shall pay the same.

8. Limitation of Liability and Warranty

(a) Tyler's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the total charges paid or payable during one (1) year under this Agreement.

(b) No action arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, may be brought or instituted by either party more than two (2) years after the cause of action accrues.

(c) In no event shall Tyler be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive or consequential damages, (ii) damages due to causes beyond the reasonable control of Tyler or (iii) damages resulting from loss of use of the System or any part thereof, loss or damage to Client source data, loss of revenue or destruction, or loss of materials provided to Tyler by client.

(d) THE RIGHTS AND REMEDIES OF CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS AVAILABLE AT LAW OR IN EQUITY. Tyler DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR INTENDED PURPOSE.

9. General

(a) Client recognizes that Tyler invests considerable time and expenses in training Tyler employees. Should Client directly or indirectly contract with or hire any Tyler employee, Client shall immediately pay to Tyler four (4) month's salary for each employee hired or contracted with and Tyler shall be entitled to any other modification or amendment to this agreement as shall be equitable under the circumstances.

(b) If either party neglects, fails or refuses to perform any of its obligations under this Agreement, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to discontinue performance and the right to terminate this Agreement.

(c) This Agreement supersedes all prior Software Update and Client Support service agreements and understandings between the parties with respect to any services covered by this Agreement, and may not be changed except by written instrument signed by both parties unless specifically permitted herein to the contrary and may not be terminated except by written notice.

(d) It is expressly understood and agreed that if either party, on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on another occasion.

(e) This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas. This Agreement is performable in Hidalgo County, Texas.

10. Entirety of Agreement and Amendments.

(a) This Service Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof which predate this Service Agreement.

(b) This Service Agreement may only be amended, modified or changed by written instrument signed by both parties hereto.



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 7, 2013
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call**
All members of the Court were counted present.
- 2. Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.
- 3. Prayer**
Virginia Townsend led the Court and Audience in Prayer.
Judge Garcia then asked for a moment of silence in memory of Kevin Cardoza, Army Specialist.
- 4. Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.
- 5. Open Forum**
 - Opal Billman expressed concerns on her imprisonment and lack of dismissal of case from the 275th District Court.
 - Jim Barnes commented on the Commuter Rail Board and HB 2423.
 - Fern McLaugherty requested clarification on personnel policy and item 10.B., and asked that the Court consider the tax burden that is being placed on the residents.
 - Frank Traver discussed the commuter rail.
 - Virginia Townsend also expressed concerns on the possible tax increase by the Hospital District, New CourtHouse, STC.
 - The Court recognized Mario Jorge, Texas Dept. of Transportation District Engineer for being honored with the 2013 Urban County Hidalgo County Leadership Award.
- 6. County Judge's Office:**
 - A.** Report on bills before the Texas Legislature of interest to Hidalgo County

Rick Alvarez informed the Court that today marks the 119th day of Legislation and will end May 30th.

Vote: 3 - 0 - Unanimously

2. Acceptance and approval of "Amendment" to the AIA B101-2007 Standard Form of Agreement (C-11-097A-02-28) with Dannenbaum Engineering Company for the purposes of "Building Repairs/Renovations, Additions and/or Alterations to the Hidalgo County Restitution Center located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4" to modify "original scopes/plans" to renovate to house Hidalgo County Precinct No. 4 (Field Staff which includes Drainage and Road & Bridge) with an increase in Architectural fees in the amount of (\$ 13,094.00).

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

D. IT Department:

1. Requesting approval to enter into a client support and software update service agreement with Tyler Technologies, Inc. in the total amount of \$16,852.00.

E. Colonia Access Program Pct. 3

1. Presentation and recommendation by project engineer, Javier Hinojosa Engineering to award to lowest bidder meeting all specifications: Reim Construction, Inc. in the amount of \$255,390.25 for Bid No. CAP-13-048-02-13-YSI "Road & Drainage Construction for Ramirez, Ramirez II, & Ramirez III Subdivisions."

Judge Garcia joined the meeting.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

21. Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

Judge Garcia joined the meeting.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval to go into Closed Session.