



AMENDMENT

This amendment (“Amendment”) is effective as of the date of signature of the last party to sign as indicated below (“Amendment Effective Date”), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 (“Tyler”) and Hidalgo County, with offices at 2802 S. Business Highway 281, Edinburg, TX 78539-6243 (“Client”).

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of September 27, 2022 (the “Agreement”); and

WHEREAS, Tyler and Client now 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 items are removed from the Agreement as of the Amendment Effective Date:

Software

- a. Jail Manager with Enterprise Law Enforcement Records: Person Data Sharing - Enterprise Records to Jail Manager, at the contract price of \$0
- b. Jail Manager with Enterprise Law Enforcement Records: Person Data Sharing - Jail Manager to Enterprise Records, at the contract price of \$0
- c. Jail Manager with Enterprise Mobile: Field Arrest Booking Inquiry, at the contract price of \$0
- d. Enterprise Law Enforcement Records with Enterprise Case Manager: Add Order of Protection, at the contract price of \$0
- e. LE Accident Reporting (requires Crash module in RMS) at a contract price of \$0
- f. Stop Data Reporting (requires Stop Data in RMS) at a contract price of \$0
- g. Use of Force Reporting at a contract price of \$0

Upon such date, Client’s license for such software is terminated, as are Tyler’s obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products.

2. The additional Travel Expenses as set forth in Exhibit 1 to this Amendment are hereby added to the Agreement, increasing the total Estimated Travel Expenses to \$98,000. On the Amendment Effective Date, Travel fees in Section 3.1 in Exhibit B of the Agreement are updated to reflect \$98,000, and shall be invoiced as incurred.
3. The Third Party Products and Travel in Exhibit B, Section 3.1 of the Invoicing and Payment Policy in the Agreement are hereby amended. Accordingly, the Exhibit B, Invoicing and Payment Policy in the Agreement, is hereby deleted and replaced with the amended Invoicing and Payment Policy attached hereto as Exhibit 2 to this Amendment.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Hidalgo County, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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Quoted By: Larry Wells
Quote Expiration: 9/30/24
Quote Name: Additional Estimated Travel for EPS

Sales Quotation For:

Hidalgo County Sheriff
711 El Cibolo Road
Edinburg TX 78539
Phone: +1 (956) 393-6000

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Estimated Travel	\$ 31,030	\$ 0
Summary Total	\$ 31,030	\$ 0

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>



Exhibit 2

Updated Invoicing and Payment Policy

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Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

One-Time Fees

1. Tyler Software.

1.1 License fees will be invoiced in the following increments:

Invoicing Date	Invoiced Amount
Invoiced January 1, 2023	\$626,028
Invoiced October 30, 2023	\$313,014
Invoiced January 1, 2024	\$313,014
Total:	\$1,252,056

2. Professional Services.

2.1 Professional Services for Enterprise Public-Safety: CAD/RMS/Mobile: Project services for Implementation, project management, and other professional services (including training), conversions, requested custom software interfaces, other fixed price services as set forth in the Investment Summary will be invoiced upon completion of the following milestones:

Project Stage-SOW	Deliverable / Milestone	Invoiced Amount
6.1	Initiate and Plan Stage Completion	\$ 24,243
6.2	Assess & Define Stage Completion	\$ 24,243
6.3	Prepare Solution Stage Completion	\$ 24,243
6.4	Production Readiness Stage	\$ 48,486
6.5	Production Stage Completion (Go-Live)	\$ 60,608
6.6	Close Stage Completion	\$ 60,608
Total		\$ 242,432

2.2 Professional Services for Civil Process: Project services for Implementation, project management, and other professional services (including training), conversions, requested custom software interfaces, other fixed price services as set forth in the Investment Summary will be invoiced upon completion of the following milestones:

Project Stage-SOW	Deliverable / Milestone	Invoiced Amount
6.1	Initiate and Plan Stage Completion	\$ 16,904
6.2	Assess & Define Stage Completion	\$ 16,904
6.3	Prepare Solution Stage Completion	\$ 16,904
6.4	Production Readiness Stage	\$ 33,808
6.5	Production Stage Completion (Go-Live)	\$ 42,260
6.6	Close Stage Completion	\$ 42,260
Total		\$ 169,040

2.3 Professional Services for Enforcement Mobile (e-Citation): Project services for Implementation, project management, and other professional services (including training), conversions, requested custom software interfaces, other fixed price services as set forth in the Investment Summary will be invoiced upon completion of the following milestones:

Project Stage-SOW	Deliverable / Milestone	Invoiced Amount
6.1	Initiate and Plan Stage Completion	\$ 2,370
6.2	Assess & Define Stage Completion	\$ 2,370
6.3	Prepare Solution Stage Completion	\$ 2,370
6.4	Production Readiness Stage	\$ 4,740
6.5	Production Stage Completion (Go-Live)	\$ 5,925
6.6	Close Stage Completion	\$ 5,925
Total		\$ 23,700

3. Third Party Products and Travel.

3.1 Third Party Software, including Red Hat Enterprise Linux, Hardware and Services, and Travel are invoiced as follows:

Invoicing Date	Invoiced Amount
The date when the Third-Party Products are delivered	\$642,580
Travel to be invoiced as incurred	\$98,000
Total:	\$740,580

Your initial 3-year subscription fees for RedHat, as identified in Exhibit A, will begin when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).

Annual Fees

1. Maintenance and support fees (including Esri and Embedded Third Party Software) will be invoiced in the

following increments:

Maintenance and Support Term	Maintenance and Support Fees (Edina only)
Month 0-18 (18 Months beginning on the Effective Date)	\$0 (Waived)
Year 1 (One year beginning 18 months from Effective Date)	\$269,126

Subsequent maintenance and support fees will be invoiced annually in advance at our then current rates.

2. Other Annual Services and Fees.

1.1 Data Collect Mobile Fees, Public Safety Analytics Fees, Mobility Hosting Fees, Amazon Web Services GovCloud Fees, Link Analysis SaaS Fees, Tyler Managed Services and Enforcement Mobile Hosting Fees will be invoiced on the date we make the applicable environment available to you and will have a one year term that commences on such date. Subsequent annual services will renew automatically for additional one (1) year terms at our then-current rates, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Such fees shall be invoiced annually in advance of the anniversary of such date.

Service Provided	Invoiced Amount
Data Collect Mobile [25]	\$11,250
Public Safety Analytics	\$36,000
Mobility Hosting Fee	\$3,000
Amazon Web Services GovCloud	\$65,000
Link Analysis SaaS Fee	\$12,500
Tyler Managed Services	\$50,000
Enforcement Mobile Hosting Fee	\$12,239
Data Archive	\$4,000
Total:	\$193,989

4. Travel Expenses. The service rates in the Investment Summary do include travel expenses for Tyler delivered services. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date, subject to any other timeframe indicated under the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON October 15, 2024.

Agenda Item No. 96962

Executive Office: _____

VENDOR:
Tyler Technologies, Inc.

COUNTY:
COUNTY OF HIDALGO

Authorized Representative

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)