



AMENDMENT NO. 2

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. ("Tyler"), a Delaware corporation with offices at 5101 Tennyson Parkway, Plano, TX 75024, and Nueces County, Texas ("Purchaser") with offices at 901 Leopard St., Corpus Christi, TX 78401.

WHEREAS, Tyler and Purchaser are parties to Software License and Professional Services Agreement effective October 25, 2016 ("Agreement"), under which Purchaser acquired licenses to Odyssey Jail Manager software as well as related professional services, and maintenance and support; and

WHEREAS, Tyler and Purchaser entered into an Amendment effective June 12, 2017, ("Amendment No. 1") to add professional services based on the identification of an additional data source for the conversion and additional customization needed;

WHEREAS, Purchaser desires to amend and adjust the budget as set out in Schedule 1-A to Amendment No. 1 as the conversion hours set out in such schedule will be less than anticipated, as well as to provide an estimate of the total expected travel expense.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Purchaser agree as follows:

1. Schedule 1-A to Amendment No. 1 is hereby replaced in its entirety with the attached Schedule 1-A-2.
2. Purchaser shall pay for the services added hereby on a time and materials basis, and pursuant to paragraph 3.4 of Exhibit A of the Agreement.
3. Purchaser shall pay Tyler for such Expenses contemplated under the paragraph 3.4 of Exhibit A of the Agreement that are reasonably incurred by Tyler in performing the services added hereby, in accordance with paragraphs 3.3 and 3.4 of Exhibit A of the Agreement.
4. All terms and conditions of the Agreement not herein amended remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment as of the Amendment Effective Date.

Tyler Technologies, Inc.

Nueces County, Texas

By: 

By: _____

Name: Bruce Graham

Name: _____

Title: Chief Strategy Officer and President, C&J Div.

Title: _____

Date: March 26, 2018

Date: _____

ATTEST: _____
County Clerk

Schedule 1-A-2


| PROFESSIONAL SERVICES | HOURS | RATE/HR. | T&M AMOUNT |
|-----------------------|-------|----------|-------------------------------|
| Project Management | 16 | 170.00 | \$2,720 |
| Configuration | 80 | 155.00 | \$12,400 |
| Conversion | 280 | 155.00 | \$43,400 |
| Customization | 280 | 155.00 | \$43,400 |
| | | | TOTAL T&M SERVICES |
| | | | \$101,920.00 |

Estimated Travel Budget: \$18,600



COUNTY PURCHASING DEPARTMENT

901 Leopard Street, Room 106, Corpus Christi, TX 78401 (361) 888-0426 FAX (361) 888-0458

Date: April 11, 2018
To: Commissioners Court
From: Elsa N. Saenz, Purchasing Agent 
Subject: Sole Source

In compliance with Vernon's Ann. Civ. St. Chapter 262.024(a)(7)(D), please accept this as confirmation that Tyler Technologies is a sole source. The execution of an agreement Amendment No. 2 to amend and adjust the budget to include travel for the conversion of the Jail Management System the Nueces County Courts is sole source. Tyler is the only company that can offer this service and directly integrate into the existing Odyssey system.

Project Number/Name or type of services to be provide: _____

Nueces County, Texas - Odyssey Jail Implementation - Data Conversion

NUECES COUNTY
HOUSE BILL 89 VERIFICATION

I, Sherry Clark (Person name), the undersigned representative of (Company or Business name) Tyler Technologies, Inc. _____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10,

Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

March 19, 2018
DATE

Sherry Clark
SIGNATURE OF COMPANY REPRESENTATIVE

DEBARMENT STATEMENT:

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding to furnish materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY: Sherry Clark (Signature)
Sherry Clark - Senior Corporate Attorney Printed Name & Title
Tyler Technologies, Inc. Company
5101 Tennyson Parkway, Plano, Texas 75024 Business Address
March 19, 2018 Date