



AMENDMENT 4

This amendment 4 ("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. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and San Bernardino County, CA, with offices at 777 East Rialto Avenue, San Bernardino, California 92415 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 7, 2018 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotations attached hereto as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
  - a. Fees for services set forth in Exhibit 1 are invoiced as provided.
  - b. Applicable expenses, if any, are invoiced in accordance with the Agreement.
  - c. Transaction fees for Tyler Payments are invoiced in accordance with Payment Processing License and Services Agreement Supplement to Amendment 4 to Contract #20-645, entered into by the parties on \_\_\_\_\_ and incorporated herein by reference.
2. The Statements of Work for the items indicated in Exhibit 1 are attached hereto as Exhibit 2.
3. Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Amendment 4 to Contract #20-645

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

San Bernardino County, CA

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of San Bernardino County

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



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date, despite any expiration date in this Amendment Investment Summary that may have lapsed as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Erin Walker  
 Quote Expiration: 5/5/26  
 Quote Name: San Bernardino County, CA - Filings Access

**Sales Quotation For:**  
 San Bernardino County  
 ACCOUNTS PAYABLE  
 San Bernardino, CA 92415-0225  
 Phone: +1 (888) 818-8988

**Shipping Address:**  
 San Bernardino County  
 222 West Hospitality Lane  
 San Bernardino, CA 92415-0225

**Transaction Fees**

Description	Transaction Fees
Filing Access - transaction per document/record submitted	\$ 3

**Professional Services**

Description	Extended Price	Maintenance
<b>Records Management</b>		
Filing Access Service		
	<i>Total Hours</i> 48	
	<b>TOTAL</b> \$ 7,200	<b>\$ 0</b>

**Payments**

	List Price	Service %	Min	Basis Points	Rate	Cap	POS	On-line	IVR
Payments - Payer Card Cost - Service Fees									
Enterprise Records Management Payments									
Filings Access		3.50%						X	
Payments - Other Fees									
Credit Card Chargebacks	\$ 15.00								

**Payer Card Cost** Per card transaction with Visa, MasterCard, Discover, and/or American Express.  
**Credit Card Chargebacks** If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)  
**Payments** Your use of Payments and any related items included on this order is subject to the terms Payment Card License and Services Agreement Supplement to Amendment 4 to Contract #20-645. Please see attached Payments fee schedule.

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 7,200	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 7,200</b>	<b>\$ 0</b>
<b>Contract Total</b>	<b>\$ 7,200</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

### Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.

- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



**Exhibit 2**  
**Amendment Statement of Work**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## Filings Access Statement of Work

### Project Objective

Tyler Technologies will provide remote services to San Bernardino County for the Filing Access Module

### Project Overview

- Add the county to the Filing Access portal and connect with Records Management
- Create the fillable PDF forms and configure the request types
- Configure fees for each request type
- Configure shipping options offered by the County
- Obtain and configure merchant accounts in Tyler Payments
- Create links between the county's website and the Filing Access portal

### Scope of Work

- Project Management
- Software Update
- Installation
- Configuration
- Creation of (7) seven forms
- Training

### Forms Included:

There are 7 forms scoped to be included for Filings Access:  
Fictitious Business Name (FBN) – Additional Names, Application, and Withdrawal  
Legal Document Assistant (LDA) – Corporation and Individual  
Process Server – Certificate of Registration and Additional Registrant

Forms have been provided to Erin Walker, by San Bernardino

## Outside of Project Scope

- Tyler staff may assist or offer guidance on creating the PDF forms, but the county is ultimately responsible for the forms they present to their customers.

## Process

Task	Owner
Project Kickoff	Tyler Project Manager
Obtain merchant account agreements	Tyler Payments Consultant
Training on Tyler Payments reports and tools	Tyler Payments Consultant
Review forms to be accepted	Tyler Implementation Consultant
Create the fillable PDF forms and send to Tyler	County Staff
Configure the connection between TEST Eagle Recorder and TEST Filings Access portal	Tyler Implementation Consultant
Configure the forms, fees, fee parameters, and shipping methods in TEST Eagle Recorder and TEST Filings Access	Tyler Implementation Consultant
Training on how to use Filings Access	Tyler Implementation Consultant
Acceptance test the submission and fulfillment process in TEST	County Staff
Configure PRODUCTION Tyler Payments	Tyler Payments Consultant
Configure PRODUCTION Eagle Recorder and Filings Access based on test systems	Tyler Implementation Consultant
Acceptance testing in PRODUCTION	County Staff
Share promotional materials with the county	Tyler Implementation Consultant
Share support information with the county	Tyler Implementation Consultant
Add links from the county web site to Filings Access	County IT
Go Live	Tyler Implementation Consultant
Handoff to support	Tyler Implementation Consultant/Support Manager



## Acceptance

The following process will be used for accepting Deliverables and Control Points:

1. County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If county does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld Tyler deems the Deliverable or Control Point as accepted.
2. If county does not agree the particular Deliverable or Control Point meets requirements, county shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
3. Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If county does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deem the Deliverable or Control Point as accepted.

## Additional Notes

The enclosed scope is good-faith estimate. Any changes in scope may require an additional scope of work with additional cost. Any additional consultation from Tyler may increase scope and may require additional billable time done on a time and materials basis.

