

FIFTH AMENDATORY AGREEMENT

This **FIFTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **TYLER TECHNOLOGIES, INC.**, a Delaware corporation having its principal place of business at 5949 Sherry Lane, Suite 1400, Dallas, Texas 75225 (the “Vendor”) collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated June 12, 2007, and amended on April 22, 2008, October 30, 2009, December 27, 2011 and on December 17, 2012, to provide annual software maintenance on the City’s CAMA and OASIS systems (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to extend the term and to increase the compensation to the Vendor; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 2 of the Agreement entitled “TERM” is amended to read as follows:

“2. **TERM**: The term of the Agreement is from January 1, 2007 to and through December 31, 2016.”

2. Article 3(D)(i) of the Agreement entitled “Maximum Contract Liability” is hereby amended to read as follows:

“3. **COMPENSATION AND PAYMENT**:

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Vendor under the terms of this Agreement for any amount in excess of the sum of **ONE MILLION SIX HUNDRED ELEVEN THOUSAND SIX HUNDRED NINETY THREE DOLLARS AND TWENTY CENTS \$1,611,693.20**. The Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk without authorization under this Agreement.”

3. This Fifth Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.



4100 Mills Station Court
Moraine, Ohio 45439
P: 800.860.2581
F: 937.278.3711
www.tyler-tech.com

October 28, 2013

Mr. James Lindauer
Director of Business Applications
Technology Services
City and County of Denver
201 W Colfax Ave.
Denver CO 80202

Re: Quote for Maintenance Services 2014 – 2016
VIA EMAIL

Dear Mr. Lindauer:

Pursuant to your request, please find below a quote for OASIS, MAS, Landisc, Recording and Tyler Content Manager maintenance for the period of January 1, 2014 through December 31, 2016. If you have any questions regarding any of these quoted services please do not hesitate to contact me.

	Service	1/1/2014 - 12/31/2014	1/1/2015 - 12/31/2015	1/1/2016 - 12/31/2016
1	OASIS Maintenance	\$76,270.00	\$81,610.00	\$87,325.00
2	MAS CAMA Maintenance	\$24,835.00	\$26,575.00	\$28,435.00
3	LANDISC Maintenance	\$6,250.00	\$6,690.00	\$7,160.00
4	Professional Services (at hourly rates described below) NTE	\$50,000.00	\$50,000.00	\$50,000.00
5	Tyler Content Manager Software Maintenance	\$45,669.60	\$48,866.47	\$52,287.13
		\$203,024.60	\$213,741.47	\$225,207.13

Also included with this quote are the Tyler Time and Materials rates which shall govern those services requested by the County under item 4 above.

We again thank the City and County of Denver for their trust and we look forward to providing these services to the City/County for many years to come.

Sincerely,

Gus Tenhundfeld
Inside Sales



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Moraine, Ohio 45439

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2014 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2014 are as follows:

Technology	<u>Off-Site</u>	<u>On-Site</u>
Sr. Company Officer / Sr. Valuation Analyst	\$265.00	\$330.00
Project Manager	\$180.00	\$235.00
Database Administrator (DBA)	\$175.00	\$215.00
Technology Staff	\$170.00	\$205.00
 Appraisal		
Appraiser - Senior	\$160.00	\$200.00
Appraiser - Commercial	\$125.00	\$150.00
Appraiser - Residential	\$105.00	\$130.00
Data Collector - Commercial	\$70.00	\$90.00
Data Collector - Residential	\$55.00	\$70.00
Data Entry/Clerical	\$40.00	\$50.00

The on-site rates reflect the cost of the travel time to and from the client's site. Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-CE62074-04

Contractor Name: TYLER TECHNOLOGIES

By: Gus Tenhundfeld

Name: GUS TENHUNDFELD
(please print)

Title: Sr. Account Rep.
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

