

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Tyler Technologies, Inc.**

Contract No. **14RFP93286A-CJC, E-Filing System**

Address: **5101 Tennyson Parkway**
City, State **Plano, TX 75024**

Telephone: **(800) 966-6999**

E-mail: **tim.upton@tylertech.com**

Contact: **Tim Upton**
Senior Account Executive

W I T N E S S E T H

WHEREAS, Fulton County ("County" or "Client") entered into a Contract with Tyler Technologies, Inc., ("Tyler") to provide an E-Filing System, dated January 1, 2015, on behalf of the Clerks of Superior Court, State Court, Magistrate Court, and Probate Court; and

WHEREAS, the County wishes to extend the existing contract through July 2, 2023; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement to reflect their ongoing relationship as provided herein; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 2 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and [Insert Contractor Name], who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. SCOPE OF WORK TO BE PERFORMED:

A. **Exhibit B** will be revised as follows:

A new section, titled **Section M, Value Added Features**, will be added:

M. Value Added Features: Tyler shall be permitted to develop and offer optional value-added features and/or services (“Value-Added Features”) to Registered Users of Tyler’s electronic filing service provider (“EFSP”) portal at no cost to the County. These Value-Added Features include (but not limited to) the following:

- Redaction – an optical character recognition service which reads the text of a document and automatically redacts sensitive information. It also affords users the ability to make changes to the automated redaction candidates prior to finalizing the document for submission to the court.
- Document Conversion – a solution which will convert documents from Microsoft Word format into the court-required PDF format.
- Service without a Case – an offering which allows users to electronically send documents to other parties in an encrypted and secure manner. This service also tracks receipt of electronic delivery and the opening of these electronic documents to certain IP addresses.
- Auto-Fill Filing – an optical character recognition service which will read the text of a document and automatically populate the required fields needed to electronically file the document with the appropriate court.
- Bulk Filing – a service which will allow filers to submit multiple filings at once.

Tyler may assess subscription fees or transaction fees to Registered Users for their use of Value-Added Features. Fees may be transactional or offered through a subscription service. For the sake of clarity, such fees are separate from and do not otherwise affect the Filing Fees or other Use Fees collected by Tyler or the Client pursuant to the Agreement nor are they subject to revenue division with the County.

B. **Exhibit D**, will be revised as follows:

The use fees for electronic filers shall be defined as the per party per case convenience fees for electronic filing consistent with OCGA 15-6-11 for Superior and State Courts and shall not be more than allowed by said statute or any other statute. These fees and revenue share are outlined in the following chart.

Description	Superior and State Courts	Magistrate Court	Probate Court

Total Use Fees	At least \$19.00 but not more than the maximum allowed by statute.	At least \$14.00 but not more than the maximum allowed by statute, if any.	At least \$14.00 but not more than the maximum allowed by statute, if any.
County Share	At least \$2.00 but not more than the maximum allowed by statute.	At least \$2.00 but not more than the maximum allowed by statute, if any.	At least \$2.00 but not more than the maximum allowed by statute, if any.
Tyler Share	The total use fees less the county share.	The total use fees less the county share.	The total use fees less the county share.

2. **COMPENSATION:** This is a revenue generating contract and compensation for work performed by Tyler Technologies, Inc., on Project shall be in accordance with the payment provisions and compensation schedule.
3. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission, and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

TYLER TECHNOLOGIES, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Jeff Puckett
Vice President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

[insert department head name & title]
[insert user department name]

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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