

**AMENDMENT
to the
2013 AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI, AND
TYLER TECHNOLOGIES, INC.**

This Amendment, by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Columbia, Missouri, with offices at 701 East Broadway, Columbia, Missouri 65201 ("Client") is made on the date of the last signatory noted below ("Amendment Effective Date").

RECITALS

- A. WHEREAS, Tyler and Client entered into an Agreement on November 19, 2013 ("Agreement") for software and related services; and
- B. WHEREAS, the parties have previously amended the agreement in 2018, 2019, 2020, 2021 and 2023; and
- C. WHEREAS, the parties hereto desire to formally amend the Agreement, as previously amended, with this Amendment (hereinafter "Amendment") and desire to be bound by the terms contained in the Agreement as previously amended, and further amended or supplemented by those terms contained in this Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Agreement as previously amended, as follows:

- 1. Removal of Software Maintenance and Support.
 - a. The "Content Manager Enterprise", "Incident Management" and "Citizen Self Service" Tyler Software is hereby removed from the Maintenance and Support Agreement as of October 1, 2024. As of that date, Client's right to access maintenance and support services is terminated, as are Tyler's obligations to support, maintain, and update such software.
- 2. Addition of Credit Card Payment API and API Toolkit Bundle.
 - a. The "Credit Card Payment API" Tyler Software and services set forth in "Amendment Investment Summary 1" attached hereto as Exhibit 1(a) and the "API Toolkit Bundle" Tyler Software and services set forth in "Amendment Investment Summary 2" attached hereto as Exhibit 1(b) are hereby added to the Agreement as of the Amendment Effective Date.
 - b. The license fees set forth in Exhibit 1(a) of \$11,999.00 and in Exhibit 1(b) of \$60,000.00 are invoiced when Tyler makes the software available to the Client (the "Availability Date").
 - c. Year one maintenance and support fees, prorated for the period commencing the first day of the first month following the Availability Date and ending with the Client's current maintenance and support term under the Agreement, are invoiced on the Availability Date. Subsequent annual maintenance fees will be invoiced in accordance with the Agreement.
 - d. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

3. Original Agreement. Except as otherwise modified, amended, or supplemented by this Amendment and any prior amendments, all other terms of the 2013 Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the 2013 Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager

Date: _____

MTT

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 67401840-504801 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Finance Director

TYLER TECHNOLOGIES, INC.

By: Tina Mize
Name and Title: Tina Mize
General Counsel - Public Administration
Date 4/22/2025

ATTEST:

By: Kami Horine
Kami Horine - Legal Assistant
Name and Title



Exhibit 1(a)
Amendment Investment Summary 1

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:
Quote Expiration:
Quote Name:

Miguel Aleman
6/4/25
Civic Access Credit Card API

Sales Quotation For:
Chelsea Miller
City of Columbia
701 E Broadway
Columbia MO 65201-4472

Tyler Software

Description	License	Users/Units	Module Total	Year One Maintenance
Enterprise Permitting & Licensing Extensions Credit Card Payment API	\$ 11,999	1	\$ 11,999	\$ 2,400
TOTAL			\$ 11,999	\$ 2,400

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Integration Services for API/SDK Support	8	\$ 250	\$ 2,000	\$ 0
Professional Implementation Services - Remote	8	\$ 200	\$ 1,600	\$ 0
Project Management Services - Remote	8	\$ 200	\$ 1,600	\$ 0

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TOTAL:

\$ 5,200

\$ 0

Summary	One Time Fees	Recurring Fees
Total License Fees	\$ 11,999	\$ 2,400
Total Services	\$ 5,200	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 17,199	\$ 2,400
Contract Total	\$ 19,599	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

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) delivery 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.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

Enterprise Permitting Support Services provided by Tyler are limited to installation of the API and guidance to the Client's integration development resources. Tyler does not provide integration development services for Enterprise Permitting & Licensing powered by EnerGov API/SDK toolkits. The Client (or a selected third party integrator) will perform all development work against the API/SDK.

Custom Payment Terms:

Professional services billed as consumed in half-day (4 hours) increments

Proposal includes:

API Support - Remote

- Up to 8 hours of API Support

Professional Implementation Svc - Remote:

- Up to 8 hours of remote implementation assistance if needed

Project Management Svc - Remote:

- Up to 8 hours of offsite internal resource coordination and planning

Should additional professional implementation services be requested, they may be purchased at the rates included in this proposal for a period of up to 3 months following receipt of approval of this proposal.



Exhibit 1(b)
Amendment Investment Summary 2

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:
Quote Expiration:
Quote Name:

Sue Sturgis
03/16/25
City of Columbia _ ERP - API
Toolkit Bundle

Sales Quotation For:

Shipping Address:

City of Columbia
701 E Broadway
Columbia MO 65201-4472

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Integrations					
API Toolkit Bundle	1	\$ 60,000.00	48	\$ 60,000.00	\$ 13,200.00
	TOTAL	\$ 60,000.00	48	\$ 60,000.00	\$ 13,200.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	8	\$ 200.00	\$ 0.00	\$ 1,600.00	\$ 0.00
Remote Implementation	48	\$ 200.00	\$ 0.00	\$ 9,600.00	\$ 0.00
	TOTAL			\$ 11,200.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 60,000.00	\$ 13,200.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 11,200.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 71,200.00	\$ 13,200.00
Contract Total	\$ 84,400.00	

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.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

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

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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.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - 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.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - 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.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - 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. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by

Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.