

AMENDMENT

This amendment (“Amendment”) is made this ____ day of _____, 2016 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 (“Tyler”) and the City of Rapid City, with offices at 300 6th Street, Rapid City, South Dakota 57701 (“Client”).

WHEREAS, Tyler and the Client are parties to an agreement dated February 21, 2014 (“Agreement”); and

WHEREAS, Tyler and Client desire to amend the Agreement;

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

1. The Tyler Software Applicant Tracking is removed from the Agreement upon execution of this Amendment. As of such date, Tyler’s maintenance, support and update obligations with respect to such software are terminated. Should Client wish to again use such software, Client shall first pay Tyler the then-current license fee for the software and any required professional services, third party product and maintenance fees required for implementation of such software.
2. Tyler hereby issues the Client a credit of \$4,400 in recognition of the software license fees paid by the Client to Tyler, to date, for the Applicant Tracking software, with such credit to be applied as indicated at paragraph 4(a) below.
3. The Tyler Software and services in Sales Quotation 2015-12136, attached hereto as Exhibit 1, are hereby added to the Agreement.
4. Payment for the items added to the Agreement pursuant this Amendment shall conform to the following:
 - a. Software License Fees. The software license fee of \$46,600 for the Tyler Software Work Orders, Fleet & Facilities Management, Inventory, and Standard Fuel Interface, as shown on Exhibit 1, shall be partially paid by the credit issued pursuant to paragraph 2 of this Amendment. Tyler shall invoice Client the remaining software license fees of \$42,200 when Tyler has made the Tyler Software available to Client for downloading.
 - b. Services & Expenses. Fees for professional services, along with applicable expenses, shall be invoiced as provided and/or incurred.
 - c. Maintenance Fees. The maintenance fee of \$10,485 for the Tyler Software Work Orders, Fleet & Facilities Management, Inventory, and Standard Fuel Interface will be included in the maintenance fees owing under the Agreement, on the term set to initiate on May 28, 2016. Subsequent annual maintenance fees for these software modules will be determined and remitted in accordance with the Agreement.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.
ERP and School Division

Rapid City, South Dakota

By: _____

By: _____

Name: _____

Name: Steve Allender

Title: _____

Title: Mayor

Date: _____

Date: _____

ATTEST:

By: _____

Name: Pauline Sumption

Title: Finance Officer

Date: _____



Quoted By: Alban Michaud
 Date: 6/21/2016
 Quote Expiration: 9/30/2016
 Quote Name: City of Rapid City-ERP-Munis-WO
 Quote Number: 2015-12136
 Quote Description: Work Orders/Fleet/Facilities Pricing

Sales Quotation For
 City of Rapid City
 300 6TH ST
 Rapid City, South Dakota 57701
 Phone (605) 394-6018

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Inventory	\$24,200.00	7 @ \$1,275.00	\$8,925.00	\$3,800.00	\$36,925.00	\$4,356.00
Standard Fuel Interface - SeeComments	\$3,800.00	2 @ \$1,275.00	\$2,550.00	\$0.00	\$6,350.00	\$684.00
Work Orders, Fleet & Facilities Management	\$30,250.00	20 @ \$1,275.00	\$25,500.00	\$8,750.00	\$64,500.00	\$5,445.00
Sub-Total:	\$58,250.00		\$36,975.00	\$12,550.00	\$107,775.00	\$10,485.00
<i>Less Discount:</i>	<i>\$11,650.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$11,650.00</i>	<i>\$0.00</i>
TOTAL:	\$46,600.00	29	\$36,975.00	\$12,550.00	\$96,125.00	\$10,485.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$46,600.00	\$10,485.00
Total Tyler Services	\$49,525.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$96,125.00	\$10,485.00

Summary	One Time Fees	Recurring Fees
Contract Total	\$106,610.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Inventory Std Master	\$3,800.00	\$0.00	\$3,800.00
Work Order Opt 1 - Work Order Asset	\$3,250.00	\$0.00	\$3,250.00
Work Order Opt 2 - Closed Work Order History No Cost Data	\$5,500.00	\$0.00	\$5,500.00
	TOTAL:		\$12,550.00

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

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Inventory	\$24,200.00	\$4,840.00	\$19,360.00	\$4,356.00	\$0.00	\$4,356.00
Standard Fuel Interface - SeeComments	\$3,800.00	\$760.00	\$3,040.00	\$684.00	\$0.00	\$684.00
Work Orders, Fleet & Facilities Management	\$30,250.00	\$6,050.00	\$24,200.00	\$5,445.00	\$0.00	\$5,445.00
TOTAL:	\$58,250.00	\$11,650.00	\$46,600.00	\$10,485.00	\$0.00	\$10,485.00

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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.

In the event Client cancels services less than two (2) 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.

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.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: License fees for Tyler and 3rd Party Software products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date'); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to Client, is due on the Availability Date; Fees foless otherwise indicated, fees for services, plus expenses, are payable upon delivery.