



AMENDMENT

This amendment ("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., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Coolidge, with offices at 911 S. Arizona Blvd., Coolidge, AZ 85128-5428 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of May 26, 2000 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

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

1. The "Deleted Standard Software" set forth in Exhibit 1, Schedule 1, is hereby removed from the Agreement, and Client's license thereto shall cease when the replacement Tyler Software set forth in Exhibit 1 and identified as Enterprise Upgrade ("Replacement Standard Software") is hereby added to the Agreement and has been moved to a live production environment. Project management, implementation and training services associated with the upgrade will be provided according to the terms of Schedule(s) 1 to Exhibit 2.
2. The following payment terms shall apply:
 - a. Additional software fees as set forth in Exhibit 1 will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees (including Esri) for the Replacement Standard Software will remain unchanged from the Deleted Standard Software. Associated maintenance and support fees for any additional Tyler Software listed in Exhibit 1 will be invoiced on a pro rata basis for the period beginning on the first day of the month following the Amendment Effective Date through the end of the current maintenance term and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. On an annual basis thereafter, Tyler will invoice Client its then-current annual maintenance and support fees.
 - c. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - d. *Subscription Fees*: Your initial subscription fees, as identified in Exhibit 1, are invoiced when we make the product available to you. Subsequent subscription fees for ElasticSearch are due annually in advance on the anniversary of that date at our then-current rates. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).
 - e. Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the Amendment Effective Date.
 - f. *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

Third Party Software Maintenance (excluding Esri): The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.

g. Travel expenses shall be invoiced as incurred, as applicable.

3. Notwithstanding anything in the Agreement to the contrary, the following terms apply to the Tyler Software added under this Amendment:
- a. Applicable Law and Venue. This Agreement will be governed by and construed according to the laws of the State of Arizona and any applicable federal law without regard to any conflict of law principles. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a state, district or federal court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other State or county.
 - b. Federal Regulations. Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Tyler acknowledges, by signature to this Agreement, that: Tyler is not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Tyler's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.
 - c. Undocumented Workers. Tyler understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Tyler hereby warrants to City that Tyler and each of its subcontractors, if any, will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A).
 - d. Conflict of Interest. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. §38-511.
 - e. Israel Boycott. Tyler shall not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. §35-393.01.
 - f. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses will be handled in accordance with Section 14 of the Agreement. You will not be entitled to a refund or offset of previously paid license and other fees.
 - g. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses will be handled in accordance with Section 14 of the Agreement. You will not be entitled to a refund or offset of previously paid license and other fees.

- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Coolidge, AZ

By: _____

By: _____

Name: Greg Sebastian

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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Quoted By: Daphne Barnes
 Date: 6/1/2018
 Quote Expiration: 9/18/2018
 Quote Name: Coolidge Police Dept. - Enterprise Upgrade
 Quote Number: 2018-24123
 Quote Description: Enterprise Upgrade

Sales Quotation For
 Coolidge Police Department
 911 S Arizona Blvd
 Coolidge , AZ 85128-5428
 Phone: 5207235311

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Computer Aided Dispatch					
CAD Auto Routing	\$6,000	4	\$580	\$2,520	\$529
CAD Paging Interface	\$6,000	0	\$0	\$2,520	\$529
Enterprise Upgrade CAD AVL	\$0	0	\$0	\$0	\$0
Enterprise Upgrade Service Vehicle Rotation (Wrecker, Ambulance)	\$0	0	\$0	\$0	\$0
Enterprise Upgrade E-911 Interface	\$0	0	\$0	\$0	\$0
Enterprise Upgrade On-Line CAD Interface to State/NCIC	\$0	0	\$0	\$0	\$0
New World Enterprise Upgrade Single Jurisdiction Law Enforcement CAD	\$0	0	\$0	\$0	\$0
Fire Records Management System					
New World Fire Records Software	\$16,940	40	\$5,800	\$7,115	\$1,494
NFIRS 5.0 Electronic Reporting	\$8,000	0	\$0	\$3,360	\$706
NEMSIS Electronic Reporting	\$8,000	0	\$0	\$3,360	\$706
Mobile					
Fire Dispatch/Messaging (7)	\$2,800	40	\$5,800	\$1,176	\$247
In-Car Routing (37)	\$3,700	8	\$1,160	\$1,554	\$326
State Photo Download (30)	\$3,000	8	\$1,160	\$1,260	\$265
In-Car Mapping / AVL (7)	\$1,050	0	\$0	\$441	\$93
Other Software					
Law Enforcement Records Management Data Mart / Includes 2 users	\$2,000	0	\$0	\$840	\$176
Fire Records Management Data Mart / Includes 2 users	\$2,000	0	\$0	\$840	\$176
CAD Data Mart / Includes 2 users	\$2,000	0	\$0	\$840	\$176
Workstation License	\$0	0	\$0	\$0	\$0
Upgrade from Single to New World Enterprise Combined LE/Fire/EMS /CAD	\$12,040	0	\$0	\$5,057	\$1,062
	<i>Sub-Total:</i>		\$14,500	\$88,030	\$6,485
	<i>Less Discount:</i>		\$0	\$42,647	\$0
	TOTAL:	100	\$14,500	\$45,383	\$6,485

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Enterprise Upgrade E-911 Interface Installation Fee	1	\$880	\$0	\$880
Enterprise Upgrade On-Line CAD Interface Installation Fee	1	\$1,760	\$0	\$1,760
CAD Paging Interface Installation Fee	1	\$1,160	\$0	\$1,160
Enterprise Upgrade Message Switch Installation Support	1	\$4,400	\$0	\$4,400
Enterprise Upgrade Data File Migration / CAD/Calls for Service	1	\$4,400	\$0	\$4,400
Enterprise Upgrade NCIC Parsing (CAD)	1	\$2,640	\$0	\$2,640
Enterprise Upgrade Interface Go-Live Support	1	\$880	\$0	\$880
Enterprise Upgrade Interface Post-Live Support	1	\$880	\$0	\$880
Enterprise Upgrade Migrate LERMS Interfaces	1	\$1,760	\$0	\$1,760
Enterprise Upgrade GIS Implementation Fee	1	\$8,800	\$0	\$8,800
Decision Support Software Implementation Fee	3	\$4,350	\$0	\$13,050
Enterprise CAD Upgrade Implementation Services including Software Tailoring and Set-up; Training; and Go-Live Support	1	\$19,800	\$0	\$19,800
UCR to IBR Implementation Services for LERMS	1	\$5,800	\$0	\$5,800
UCR to IBR Implementation Services for Field-Based Reporting (one agency)	1	\$11,600	\$0	\$11,600
Travel and Living Expenses (14 trips)	1	\$28,000	\$0	\$28,000
Replace Existing Message Switch	1	\$4,350	\$0	\$4,350
Project Management	1	\$23,490	\$0	\$23,490
Standard System Assurance and Software Installation (2 environments)	1	\$9,280	\$0	\$9,280
TOTAL:				\$142,930

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total Price	Unit Maintenance	Year One Maintenance
Elasticsearch Professional Edition (Annual Subscription-1 node)	1	\$0	\$0	\$1,500	\$1,500
Esri Mobile In-Car Mapping and Routing unit(s)	7	\$250	\$1,750	\$53	\$368
Esri Version Upgrade	1	\$6,500	\$6,500	\$1,365	\$1,365
Upgrade Esri Mobile In-Car Mapping to In-Car Routing unit(s)	30	\$150	\$4,500	\$32	\$945
AVL Hardware - permanent mount	7	\$75	\$525	\$0	\$0
Lantronix UDS-1100	1	\$175	\$175	\$0	\$0
Red Hat Enterprise Linux Server (3-year subscription)	1	\$2,500	\$2,500	\$0	\$0
<i>3rd Party Hardware Sub-Total:</i>			<i>\$3,200</i>		<i>\$0</i>
<i>3rd Party Software Sub-Total:</i>			<i>\$12,750</i>		<i>\$4,178</i>
TOTAL:			\$15,950		\$4,178

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$30,883	\$6,485
Total Tyler Services	\$157,430	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$15,950	\$4,178
Summary Total	\$204,263	\$10,663

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
Computer Aided Dispatch				
CAD Auto Routing	\$6,000	\$3,480	\$2,520	\$529
CAD Paging Interface	\$6,000	\$3,480	\$2,520	\$529
Enterprise Upgrade CAD AVL	\$0	\$0	\$0	\$0
Enterprise Upgrade Service Vehicle Rotation (Wrecker, Ambulance)	\$0	\$0	\$0	\$0
Enterprise Upgrade E-911 Interface	\$0	\$0	\$0	\$0
Enterprise Upgrade On-Line CAD Interface to State/NCIC	\$0	\$0	\$0	\$0
New World Enterprise Upgrade Single Jurisdiction Law Enforcement CAD	\$0	\$0	\$0	\$0
Fire Records Management System				
New World Fire Records Software	\$16,940	\$9,825	\$7,115	\$1,494
NFIRS 5.0 Electronic Reporting	\$8,000	\$4,640	\$3,360	\$706
NEMESIS Electronic Reporting	\$8,000	\$4,640	\$3,360	\$706
Mobile				
Fire Dispatch/Messaging	\$2,800	\$1,624	\$1,176	\$247
In-Car Routing	\$3,700	\$2,146	\$1,554	\$326
State Photo Download	\$3,000	\$1,740	\$1,260	\$265
In-Car Mapping / AVL	\$1,050	\$609	\$441	\$93
Other Software				
Law Enforcement Records Management Data Mart / Includes 2 users	\$2,000	\$1,160	\$840	\$176
Fire Records Management Data Mart / Includes 2 users	\$2,000	\$1,160	\$840	\$176
CAD Data Mart / Includes 2 users	\$2,000	\$1,160	\$840	\$176
Workstation License	\$0	\$0	\$0	\$0
Upgrade from Single to New World Enterprise Combined LE/Fire/EMS /CAD	\$12,040	\$6,983	\$5,057	\$1,062
	<i>Sub-Total:</i>			
	\$73,530	\$42,647	\$30,883	\$6,485
	\$73,530	\$42,647	\$30,883	\$6,485

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s). New

New World product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

CAD Maintenance includes 24/7 Support.

Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Unless a Workstation License is included, New World CAD includes 4 licenses.

Unless a Workstation License is included, New World Fire Records includes 6 licenses.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

New World Virtual Message Switch (VMS) requires Red Hat Enterprise Linux Operating System Ver.7 with an active Red Hat Standard Subscription Support Agreement. Virtual machine specifications must meet minimum requirements provided by Tyler. Supported Tyler Public Safety releases include 10.2 SP13 (or higher), 2017.1, 2017.2 and 2018.1 (or higher). Virtual Message Switch solution currently not available to customers in AZ, NJ and San Diego Co., CA due to specific County/State requirements.

ESRI

Server - 1

CAD - 1

Mobile - 30

Other than for Mobile Software, a Workstation License for up to 15 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Coolidge Police
- Coolidge Fire

Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.



**Exhibit 1
Schedule 1
Deleted Standard Software**

A. DELETED STANDARD SOFTWARE	
ITEM	DESCRIPTION

CAD

(Workstations included in CAD Base - 1)

1. New World MSP Single Jurisdiction Law Enforcement Computer Aided Dispatch

- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Access to New World LE Records
- Note Pads

2. Additional New World MSP Software for Computer Aided Dispatch

- CAD Mapping
- CAD AVL
- Service Vehicle Rotation (Wrecker, Ambulance)

3. New World MSP Third Party CAD Interface Software

- Netclock/2 Interface
 - E-911 Interface
- On-Line Modules
- On-Line CAD Interface to State/NCIC
Includes state-specific standard forms

4. Additional CAD Workstations

- 6 workstations



Exhibit 2

Upgrade Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

- a) Developing an Implementation Plan;
- c) Providing revised Implementation Plans (if required);
- d) Providing monthly project status reports; and
- e) Facilitating project status meetings
 - a project review (kickoff) meeting at your location
 - progress status meeting(s) during implementation via telephone conference or at your location; and
 - a project close-out meeting at your location to conclude the project.
- f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Amendment Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of the Tyler Software;
- b) Training you or assisting with your training on the Tyler Software; and
- c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

3. Interface and/or Fixed Installation Services

We shall provide interface and/or fixed installation services as described in the Amendment Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your .NET server(s).

- a) Hardware Quality Assurance Services (Standard Environment):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of our Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Message Switch Operating System Assurance Service

We shall provide Message Switch Operating System Assurance, which includes:

- a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
- Install and update Red Hat Linux Operating System
 - Build system user-ids and applicable authorizations
 - Migrate all Message Switch data from the old server to the new server (if applicable)
 - Verify all scripts are adjusted for new machine
 - Migrate all source code from old machine to the new machine
 - Compile New World Message Switch programs
 - Assure Message Switch operation in the live environment
 - Adjust any tables as needed during the assurance phase

6. Decision Support Systems (DSS) Implementation Services

We will provide you with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. You are responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively analyze tools and dashboards to assist with data needs and decision making as discussed during the consultative session(s). Your sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) On-site training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.
- e) Installation of your specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. Enhanced package includes up to 12 reporting cube(s) or dashboard(s).



Exhibit 2
Schedule 1
Data File Conversion Assistance

We will provide conversion assistance to you to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to you prior to us beginning work on those newly identified files.

General

1. This conversion effort includes data coming from the New World database, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by you prior to providing the data to us.

Our Responsibilities

1. We will provide the data conversion programs to convert your data from a single data source to the Tyler Software.
2. Tyler will provide warranty coverage for any conversion-procedure-related issue reported by Client to Tyler within thirty (30) days after the conversion is run in the live database.

Client Responsibilities

1. You will give us access to your current MSP database for extraction of data.
2. You will be responsible for travel expenses as set forth in the Invoicing and Payment Policy.

Files to be Converted:

New World MSP CAD / Call for Service to New World Enterprise CAD Calls for Service.