



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

Contract No. 2015-192
Contract: Software and Implementation
Services for an ERP Financial
System

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Enterprise Permitting and Licensing Payments POS Terminals (3) \$ 1,797.00

Table with 2 columns: Description and Amount. Rows include Contract Total (\$ 2,653,423.00), Amendments 1-11, and New Contract Total (\$ 3,009,741.00).

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Contract Amendment No. 11 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No. _____ effective on _____.

ACCEPTED BY:
Tyler Technologies, Inc.

Signature of Robert Kennedy-Jensen
SIGNATURE

Robert Kennedy-Jensen
(Print Name)

TITLE: Group General Counsel
DATE: October 17, 2022

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT
DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2016-279-04-25

| | | | | | |
|---------------|-----------|-----------------|------------------------|---------|---|
| Amendment No. | <u>1</u> | Court Order No. | <u>2017-338-05-15</u> | Summary | <u>Remove Programmning Services</u> |
| Amendment No. | <u>2</u> | Court Order No. | <u>2018-009-01-08</u> | Summary | <u>Add Project String to Actual(memo)</u> |
| Amendment No. | <u>3</u> | Court Order No. | <u>2018-039-01-22</u> | Summary | <u>Add Project Management Svcs.</u> |
| Amendment No. | <u>4</u> | Court Order No. | <u>2018-244-03-19</u> | Summary | <u>Add Conversion Services</u> |
| Amendment No. | <u>5</u> | Court Order No. | <u>2018-404-05-21</u> | Summary | <u>Add Project Management Svcs.</u> |
| Amendment No. | <u>6</u> | Court Order No. | <u>FYI</u> | Summary | <u>Work Orders Programming</u> |
| Amendment No. | <u>7</u> | Court Order No. | <u>2020-1186-12-07</u> | Summary | <u>BMI CollectIT Bar Coding</u> |
| Amendment No. | <u>8</u> | Court Order No. | <u>FYI</u> | Summary | <u>Various Changes</u> |
| Amendment No. | <u>9</u> | Court Order No. | <u>2021-985-10-04</u> | Summary | <u>Energov Implementation Svcs.</u> |
| Amendment No. | <u>10</u> | Court Order No. | <u>2022-833-09-12</u> | Summary | <u>Energov Implement and Conf.Svcs</u> |
| Amendment No. | <u>11</u> | Court Order No. | | Summary | <u>Energov payment terminals</u> |



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. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Collin County, Texas, with offices at 2300 Bloomdale Road, McKinney, Texas 75071 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated April 26, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

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

1. The items set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Fees for such items shall be invoiced as follows:
 - a. Hardware Fees. Fees for Hardware are invoiced on delivery of the respective Hardware.
 - b. Hardware Maintenance. The first year maintenance fees for the Hardware are invoiced on delivery of the respective Hardware.
 - c. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit 1 and may be increased by Tyler upon notice of no less than thirty (30) days.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, 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.

Collin County, Texas

By: Robert Kennedy-Jensen

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Group General Counsel

Title: _____

Date: August 15, 2022

Date: _____





Exhibit 1
Amendment Investment Summary

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:

Elizabeth Ives
10/5/22
Tyler Payments for EPL

Sales Quotation For:

Collin County
2300 Bloomdale Rd Ste 4100
210 S. McDonald
McKinney TX 75071-8517
Phone: +1 (972) 548-4100

Transaction Fees

| Descripton |
|------------|
|------------|

Payments

Enterprise Permitting & Licensing Payments
Enterprise Permitting & Licensing Payments POS

Third-Party Hardware, Software and Services

| Description | Qty | Unit Price | Unit Discount | Total Price | Unit Maint /SaaS | Unit Maint/SaaS Discount | Total Maint / SaaS |
|---|-----|------------|---------------|-----------------|------------------|--------------------------|--------------------|
| Third Party | | | | | | | |
| Payments PCI Service Fee (Per Device) | 3 | \$ 0 | \$ 0 | \$ 0 | \$ 180 | \$ 0 | \$ 540 |
| Hardware | | | | | | | |
| Payments Lane 3000 Annual Terminal Purchase | 3 | \$ 419 | \$ 0 | \$ 1,257 | \$ 0 | \$ 0 | \$ 0 |
| TOTAL | | | | \$ 1,257 | \$ 540 | | |

| Summary | One Time Fees | Recurring Fees |
|--|----------------------|-----------------------|
| Total Services | \$ 0 | \$ 0 |
| Total Third-Party Hardware, Software, Services | \$ 1,257 | \$ 540 |
| Summary Total | \$ 1,257 | \$ 540 |
| Contract Total | \$ 1,797 | |

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

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

| Payer Electronic Payment Costs If passing transaction costs to the payer | |
|---|---|
| <p><u>Payer Card Cost</u> – Service Fee – per card transaction with Visa, MasterCard, Discover, and American Express for transactions.</p> <p>Applied to: Enterprise Permits and Licensing – CSS</p> <ul style="list-style-type: none"> • Permits • Inspections | <p>3.95% \$6.95 minimum</p> |
| <p><u>Payer eCheck Cost</u> – per electronic check transaction</p> | <p>\$1.95</p> |
| Miscellaneous Costs | |
| <p><u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)</p> | <p>\$15.00</p> |
| <p><u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)</p> | <p>\$5.00</p> |
| <p><u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support</p> | <p>Lane 3000: \$396 (annual recurring) Lane 5000: \$456 (annual recurring)</p> |
| <p><u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support</p> | <p>Lane 3000: \$419 (one-time fee) Lane 5000: \$529 (one-time fee) Plus \$180 Device Annual Support</p> |