

RESOLUTION NO 2025 - 134

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AMENDING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND TYLER TECHNOLOGIES, INC., A DELAWARE CORPORATION, FOR ENTERPRISE PERMITTING AND LICENSING SOFTWARE COMPONENTS IN SUPPORT OF THE GROWTH MANAGEMENT, CUSTOMER SERVICE, AND FINANCE DEPARTMENTS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AMENDING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") and Tyler Technologies Inc., a Delaware Corporation ("Vendor"), entered into an agreement on April 19, 2025 pursuant to City Council Resolution Number 2025-070, pursuant to which the Vendor would provide certain professional software services to the City as directed (the "Agreement"); and

WHEREAS, among the software services to be provided to the City pursuant to the Agreement is an enterprise permitting and licensing ("EPL") application to benefit multiple departments of the City; and

WHEREAS, also among the software services to be provided to the City pursuant to the Agreement was an application providing document management services; and

WHEREAS, the City presently has a contract with a software provider other than the Vendor which third-party software provider provides to the City an alternate document management services application; and

WHEREAS, the City and the Vendor mutually desire to amend the Agreement to remove the Vendor's document management application from the scope of the Agreement; and

WHEREAS, the City and the Vendor mutually desire to amend the Agreement to add an application programming interface ("API") which API will allow the Vendor's EPL application to interface with the third-party document management application presently used by the City; and

WHEREAS, the Vendor and the City mutually propose amending the Agreement to accomplish the foregoing by adopting the terms of the amendment attached hereto (the "Amendment"); and

WHEREAS, adopting the Amendment will result in savings of approximately \$19,000 annually over the course of the term of the Agreement as amended; and

WHEREAS, adopting the Amendment is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging adopting the Amendment is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Amendment; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Amendment; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of September, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**CITY OF LAKE CITY
SOFTWARE AS A SERVICE AGREEMENT**

AMENDMENT TO THE AGREEMENT

THIS AMENDMENT TO THE TYLER TECHNOLOGIES AGREEMENT (Contract 2018-004; Resolutions 2017-086, 2019-014, 2020-136, and 2025-070) FOR SOFTWARE SERVICES ("Amendment" hereinafter) is made as of the last date of signature on this Amendment between **the City of Lake City** ("Owner" hereinafter) and **Tyler Technologies Inc.** ("Tyler" hereinafter).

WHEREAS, on October 17, 2017 the Owner and Tyler entered into an agreement for Software as a Service (SaaS) for Tyler Technologies to provide access to its software products to the Owner as directed (the "Agreement").

WHEREAS, the Owner signed a Tyler sales quotation on May 19, 2025, adding certain Tyler SaaS and related professional services to the Agreement ("Order").

WHEREAS, the Owner desires to approve this Amendment to replace the Tyler SaaS module set forth in the Order known as "Tyler Content Manager Core", with the software set forth in Exhibit A to this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained the sufficiency of which is hereby acknowledged by the parties, the Owner and Tyler agree to approve the Amendment as follows:

1. AMENDMENT TO AGREEMENT. The Tyler Content Manager Core SaaS module and related unused services are hereby removed from the Agreement and replaced with the items set forth in Exhibit A to this Amendment. Payment of fees and costs for such items shall conform to the terms indicated in Exhibit A.
2. ENTIRETY OF AGREEMENT. The Owner and Tyler agree that the Agreement, as amended, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated therein. None of the provisions, terms and conditions contained in the Agreement may be modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
3. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such times as all the signatories hereto have signed a counterpart of this Amendment.
4. AMENDMENT. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

EXHIBIT

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment on the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Date

Print Name/Title: _____

Tyler Technologies Inc.

By: _____
Date

Print Name/Title: _____

EXHIBIT-NOT FOR EXECUTION



Quoted By:
 Quote Expiration:
 Quote Name:

Heather Brown
 12/23/25
 Lake City FL - CM API

Sales Quotation For:
 City of Lake City
 205 N MARION AVE
 Lake City FL 32056-1687

Tyler Software

Description	License Fees	Annual Maintenance
New World ERP		
Enterprise Permitting & Licensing		
Content Management API	\$ 5,280	\$ 1,056
<i>Sub-Total</i>	\$ 5,280	\$ 1,056
<i>Less Discount:</i>	<i>\$ 1,584</i>	<i>\$ 0</i>
TOTAL	\$ 3,696	\$ 1,056

Hourly Services

Description	Hours	Price
New World ERP		

Enterprise Permitting & Licensing			
Content Management API		72	\$ 14,040
TOTAL		72	\$ 14,040

Fixed Fee Services

Description	Units	Price	Maintenance
New World ERP			
Other Services			
Project Management	1	\$ 1,755	\$ 0
TOTAL		\$ 1,755	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 3,696	\$ 1,056
Total SaaS	\$ 0	\$ 0
Total Tyler Services	\$ 15,795	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 19,491	\$ 1,056

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, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- 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 accessible.
- 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 accessible to 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.
 - Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
 - o 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 option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
 - 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 fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services 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. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
- Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

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.#: _____