



AMENDMENT 5

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 the City of Fresno, California with offices at 2600 Fresno Street, Fresno, California 93721 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated January 29, 2021 (as amended, the "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 the Client agree as follows:

1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of February 1, 2024:
 - a. ExecuTime Time & Attendance
 - b. ExecuTime Time & Attendance Mobile Access
 - c. Human Resources & Talent Management
 - d. Payroll w/ ESS
 - e. Central Property File
 - f. Tyler Cashiering
 - g. UB Interface
 - h. Utility Billing CIS
 - i. Citizen Self Service
 - j. Tyler Notify
 - k. Tyler GIS – Site License

As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host, and update such software.

Additionally, Client's SaaS Fees payment obligations for the above-listed software ends on the same date. The SaaS Fees for the above-listed software for invoices 045-455693 and 045-503639 will be voided and the partial payments received on those invoices previously now leave them with a remaining balance of \$0 due.

2. The eighteen (18) invoices listed below totaling \$338,468.68 are hereby voided:

Invoice	Invoice Amount	Retained/Unbilled
045-456302	\$ 22,620.49	\$ 3,426.00

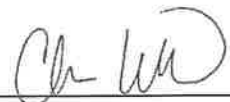
045-458367	\$	20,290.00	\$	1,110.00
045-458368	\$	18,301.82	\$	2,340.00
045-460612	\$	11,890.00	\$	1,110.00
045-460613	\$	3,570.00	\$	630.00
045-455832	\$	7,500.00	\$	-
045-447719	\$	8,478.82	\$	888.00
045-448326	\$	28,000.00	\$	-
045-448327	\$	7,500.00	\$	-
045-448509	\$	27,053.98	\$	3,723.00
045-449605	\$	20,314.98	\$	3,210.00
045-451003	\$	21,964.00	\$	3,876.00
045-451722	\$	28,000.00	\$	-
045-451723	\$	7,500.00	\$	-
045-452661	\$	15,674.00	\$	2,766.00
045-453506	\$	10,145.59	\$	1,506.00
045-454197	\$	23,018.00	\$	4,062.00
045-455831	\$	28,000.00	\$	-
Total	\$	309,821.68	\$	28,647.00

3. Tyler hereby issues to Client a credit of \$150,000 to be paid in increments of \$50,000 over a three-year period. Client may apply such credit, in its discretion, towards the SaaS Fees or towards the purchase of new ERP SaaS applications. This Amendment, upon execution, shall serve as Client's documentation for the credit issued.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. 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.

City of Fresno, California

By: 

By: _____

Name: Chris Webster

Name: _____

Title: President, ERP & Civic Division

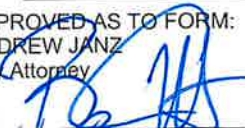
Title: _____

Date: 10/06/2025

Date: _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: 
Brandon M. Collet
Chief Assistant City Attorney

By: _____
Deputy