

**FIRST AMENDMENT TO MEMORANDUM OF  
UNDERSTANDING**

*Tyler Technologies, Inc. - Public Safety Software & Support*

This First Amendment (Amendment) to Memorandum of Understanding (MOU) is entered into between Yellowstone County ("County") and the City of Billings ("City") (collectively "the Parties").

The Parties entered into an MOU on November 15, 2023 in regard to their cooperative use, maintenance and renewal of the Tyler Technologies, Inc. - Public Safety Software (previously known as the New World MSP Software), including in particular a one (1) year Maintenance and Support Agreement ("Support Agreement"). The Parties now amend the terms of the MOU as set forth below.

Sections 2, 3, and 4 of the MOU are hereby amended and restated in their entirety and shall hereafter be and read as follows:

2. Purpose

The Parties wish to continue to work cooperatively on the use, maintenance, and renewal of the Tyler Technologies, Inc. - Public Safety Software (previously known as the New World MSP Software), including in particular a one (1) year Maintenance and Support Agreement ("Support Agreement") which has been executed by the City for the on-going maintenance and support of the software. This Support Agreement automatically renews annually on October 31 at the then current rates of Tyler Technologies and with responsibility for costs apportioned between the Parties as provided in Sections 3 and 4 below.

3. Effective Date

This MOU is effective upon written approval by both the City and the County and shall remain in effect for the initial one (1) year term of the Support Agreement. Each Party shall have the option to renew this agreement, on an annual basis, for up to five (5) extensions of one (1) year each. Upon indication by each Party of an intent to renew the agreement, the MOU will be extended for one (1) year. Notice of the intent to exercise such option must be provided by each Party to the other at least one hundred and twenty (120) days prior to the October 31 annual renewal date of the Support Agreement or the extension period.

4. Responsibilities

The City has an existing Master Agreement with Tyler Technologies, Inc. (previously New World Systems) for the core application software used by both the City and the County. The City has signed a one (1) year Support Agreement with Tyler Software as set forth above that covers maintenance and support services for the Tyler Software product in use by the Parties and with an effective date of November 1, 2023. The County agrees to pay the City the pre-determined portion of the cost of the Support Agreement,

including annual increases at the then current rates of Tyler Technologies, as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Upon receiving an invoice from Tyler Technologies Inc. the City will bill the County for their portion of the costs. The County agrees to pay the City within thirty (30) days of receipt of the bill.

This Amendment embodies the entire agreement between the Parties with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this Amendment shall control and govern.

Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

The undersigned agree to the terms of the First Amendment to the Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year written below.

Signed this \_\_\_\_\_.

CITY OF BILLINGS, MONTANA

By \_\_\_\_\_  
WILLIAM COLE, MAYOR

Signed this \_\_\_\_\_

BOARD OF COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

By \_\_\_\_\_  
JOHN OSTLUND, CHAIRMAN

By \_\_\_\_\_  
DONALD JONES, MEMBER

By \_\_\_\_\_  
MARK MORSE, MEMBER