

AMENDMENT #9

This amendment ("Amendment") is made this 7th day of DECEMBER, 2018 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Long Beach, with offices at 333 West Ocean Boulevard, 5<sup>th</sup> Floor, Long Beach, California 90802 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 10, 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 the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
  - a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
  - b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
  - c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. The parties acknowledge that, subject to any credit restrictions, Client may use available credit issued by Tyler to cover the costs of the items being added to the Agreement pursuant to this Amendment.
3. The Statement of Work for the items added to the Agreement pursuant to this Amendment is included in Exhibit 2 to this Amendment and is hereby incorporated into the Agreement as Exhibit E, Attachment 1. The Tyler Software added to the Agreement pursuant to this Amendment shall substantially conform to the functional specifications incorporated by reference in Exhibit 3 to this Amendment consistent with the terms of the Agreement.
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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Long Beach, CA

By: 

By: 

Name: Robert Kennedy-Jensen

Name: Tom Modica

Title: Director of Contracts

Title: Assistant City Manager

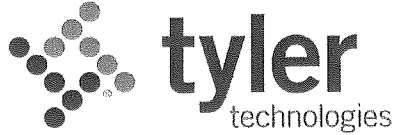
Date: November 27, 2018

Date: 12/7/18 EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

APPROVED AS TO FORM

12-3, 2018  
CHARLES PARKIN, City Attorney

By:   
AMY R. WEBBER  
DEPUTY CITY ATTORNEY



## **Exhibit 1**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Jennifer Wahlbrink  
 Date: 11/29/2018  
 Quote Expiration: 1/16/2019  
 Quote Name: City of Long Beach-ERP-Munis-ExecuTime Time & Attendance  
 Quote Number: 2018-53846-2  
 Quote Description: 11-29-18 ExecuTime v.3

**Sales Quotation For**

City of Long Beach  
 Floor 5  
 333 West Ocean Boulevard  
 Long Beach, CA 90802-4664  
 Phone +1 (562) 570-7089

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Human Capital Management:</b>						
ExecuTime Time & Attendance (6500)	\$106,995.00	0	\$0.00	\$0.00	\$106,995.00	\$21,399.00
ExecuTime Time & Attendance Mobile Access (6500)	\$5,075.00	0	\$0.00	\$0.00	\$5,075.00	\$1,015.00
	<b>Sub-Total:</b>		\$0.00	\$0.00	\$112,070.00	\$22,414.00
	<u>Less Discount:</u>		\$0.00	\$0.00	<u>\$88,007.00</u>	<u>\$0.00</u>
	<b>TOTAL:</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$24,063.00</b>	<b>\$22,414.00</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation Days	85	\$1,275.00	\$0.00	\$108,375.00
<b>TOTAL:</b>				<b>\$108,375.00</b>

**Summary**

	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$24,063.00	\$22,414.00
Total Tyler Services	\$108,375.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$132,438.00</b>	<b>\$22,414.00</b>
<b>Contract Total (Excluding Estimated Travel Expenses)</b>	<b>\$154,852.00</b>	
<b>Estimated Travel Expenses</b>	<b>\$45,900.00</b>	

**Optional 3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Touchscreen: Barcode Reader	1	\$2,510.00	\$0.00	\$2,510.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$2,510.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$2,510.00</b>			<b>\$0.00</b>

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. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
<b>Payroll/HR:</b>						
ExecuTime Time & Attendance (6500)	\$106,995.00	\$82,932.00	\$24,063.00	\$21,399.00	\$0.00	\$21,399.00
ExecuTime Time & Attendance Mobile Access (6500)	\$5,075.00	\$5,075.00	\$0.00	\$1,015.00	\$0.00	\$1,015.00

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
<b>TOTAL:</b>	<b>\$112,070.00</b>	<b>\$88,007.00</b>	<b>\$24,063.00</b>	<b>\$22,414.00</b>	<b>\$0.00</b>	<b>\$22,414.00</b>

## Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: License fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

If a Tyler client desires clocks that do not have direct connectivity back to the network server ExecuTime resides on, then a VPN device installation, to be provided at Tyler's then-current prices, will be needed for every location where a clock may reside.

Clocks will be shipped upon receipt of a signed quote or addendum. The warranty period starts when the clocks are shipped. The warranty period ends whichever occurs first, either 12 months after connecting the clocks to the ExecuTime software or 18 months from shipment.

Clock prices include Tyler instruction regarding clock configuration and connection to the ExecuTime software. Client is responsible for clock installation and connection to applicable network.

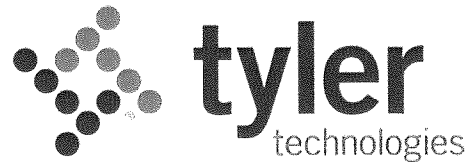


**Exhibit 2**

**Agreement Exhibit E, Attachment 1  
Statement of Work - ExecuTime**

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## City of Long Beach, CA

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*ExecuTime Implementation Approach*

*Phase 2 – Payroll/HR*

*Revised October 16, 2018*

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**Requirements:** See below for development notes on ExecuTime requirements/functionality. The Availability and Required Product(s) answers are in reference to Employee Self Service (ESS) Time Entry from the Requirements Traceability Matrix. Additional functionality is supported with ExecuTime that is not available in ESS Time Entry and are listed under DEV NOTES.

- The information included in this document does not account for Advanced Scheduling items.

<b>ID Number</b>	<b>Application Requirements</b>	<b>Availability</b>	<b>Required Product(s)</b>	<b>DEV NOTES</b>
TA-19	Automatic identify shift differential	N	N	ExecuTime Supported
TA-27	Proposed data collection terminals must be supported by the software vendor.	N	N	ExecuTime Supported
TA-28	Ability to support various methods of data collection such as: barcodes, magnetic stripe, proximity readers, and biometric capabilities such as finger scan technology.	N	N	ExecuTime Supported
TA-29	Ability for data collection terminals to support on-line and offline modes.	N	N	ExecuTime Supported
TA-32	Ability to provide for the prevention of overlapping or redundant punches.	N	N	Overlapping punches are allowed. Alerts can be configured to identify potential issues.
TA-40	Ability to adjust for daylight savings time related to time and attendance reporting.	N	N	ExecuTime Supported
TA-55	Ability for time and attendance calculation rules and other system settings to be effective dated where required.	N	N	Effective dates for integration data points will be controlled by payroll system. Other items can be set to apply to the current pay period or at

				the start of the next period.
TA-57	Ability to apply scheduling rules in accordance with child labor laws	N	N	ExecuTime Supported using work limits
TA-62	Ability to automatically calculate multiple overtime and other premiums (e.g., shift differential) based on actual worked hours outside the employees' scheduled hours or time of day (schedule deviation) and rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed.	N	N	ExecuTime Supported
TA-64	Ability to include configurable periods by shift for meal and breaks in accordance with state and federal law as well as defined by MOUs.	N	N	ExecuTime Supported
TA-76	Ability for designated user to update the employees time when approving, for instance for missed punches, corrections, missing leave, etc. with appropriate notice to the employee.	N	N	ExecuTime Supported
TA-77	Ability to route back to the employee for approval/verification, time and attendance data that has been entered/modified by administrator/designee, including time entry data that may have already been processed through the payroll system.	N	N	Adjustments can be made in ET after being sent to payroll. Workflow functionality releasing in Q1 2019 will allow routing back to employee

TA-94	Ability for the manager to make mass edits to selected employees.	N	N	Mass edit functionality is not available for timesheets. Mass bulk transactions can be pushed out to timesheets.
TA-100	Ability for employee selection queries to be assigned to a particular interactive view by default. Any employee selection query can be selected to override the default assignment.	N	N	ET security roles can be established to determine default views. Each user has preference settings available to override system defaults for various attributes.
TA-101	Ability for the user to configure the interactive views with user-defined columns.	N	N	Need more information.
TA-102	Ability to provide a primary and secondary sort capability within the interactive views.	N	N	Most list screens have sortable column headers.
TA-103	Ability to multi-select employees within the interactive view and perform group edits.	N	N	Mass edit functionality is not available for timesheets. Mass bulk transactions can be pushed out to timesheets.
TA-104	Ability to schedule group edits on a specific date/time.	N	N	Mass edit functionality is not available for timesheets. Mass bulk transactions can be pushed out to timesheets.
TA-132	Ability for leave takings rules to be defined to enforce a minimum number of hours taken.	R	R	ExecuTime Supported
TA-139	Ability to define business rules for type and amount of hours entered (e.g. more than 24 hours a day).	R	R	Alerts can be configured to identify over/under hour thresholds.
TA-149	Ability to have Federal and State Family leave preconfigured templates built into in the system.	N	N	May require a deeper dive with development

TA-177	Ability to automate the administration and enforcement of attendance or absence control programs in compliance with City policies and labor relations.	N	N	Work limit alerts can be configured to identify over/under various thresholds including scheduled/contracted time.
TA-194	Ability to interface with Identification card systems.	N	N	May require a deeper dive with Development
HRDD-09	They need an audit of time entry.	N	N	ExecuTime Supported - This is also audited in Munis
HRDD-10	Ability for the system to notify an employee that their time entry was changed by a supervisor / other user / etc.	N	N	Partial functionality available. May require a deeper dive with Development.
PR-244	Ability to track comp time and allow either to be taken or paid out (up to the discretion of the employee) within the same time period earned.	Y	Y	This functionality will release Q1 2019.

General and Technical Requirements are in the attached spreadsheet of the same name. All responses have been confirmed as accurate by development for the current offering of ExecuTime where applicable.

### Impacted Statement of Work (SOW) Areas:

- E.3.4.4 Security analysis
- E.3.4.5 Workflow analysis
- E.3.4.6 Report analysis
- E.3.4.7 Standard Import, Export, and Interface analysis
- E.3.4.9 Requirements Traceability Matrix
- E.3.4.10 To-Be Decisions
- E.3.4.11 Desktop Procedures
- E.3.4.12 Test scripts
- E.3.5 Static Environment Testing
- E.3.6.2 Process training
- E.3.6.8 SSRS Reports
- E.3.7.1 User Acceptance Testing
- E.3.7.2 Stress Testing
- E.3.7.3 End User Training
- E.3.7.4 Pre-Live Planning

## Assumptions/Effort and Miscellaneous Information:

- ExecuTime will reduce employee intervention in time entry with increased automation (Central Payroll and PPA's will make less adjustments to employee time sheets).
- ExecuTime will provide for less employee time entry errors.
- ExecuTime will provide 9/80 schedule adjustments and FLSA rules automatically.
- ExecuTime will apply shift differentials automatically.
- ExecuTime will increase the number of implementation days needed in the project.
- ExecuTime requires touching every employee in Munis to assign schedules. There are no imports for this information.
- ExecuTime would likely require the use of Personnel Actions prior to Go Live as employee set up is time consuming. The use of schedule assignments manually to employees would necessitate early entry in Munis and ExecuTime.
- ExecuTime will require the setup of supervisors in their own, unique Location in Munis for approvals.
- The information included in this document does not account for Advanced Scheduling items.

## ExecuTime References:

### **Shawnee County, KS (non-Munis)**

Shane Plemons, PMP

Application Support/Project Manager

Shawnee County I.T.

785-251-4402

[shane.plemons@snco.us](mailto:shane.plemons@snco.us)

### **Chaska, MN (MUNIS Payroll)**

City and Police Department

Lisa Nelson

Finance Analyst

952-448-9200

[lnelson@chaskamn.com](mailto:lnelson@chaskamn.com)

**Purchase Cost:** ExecuTime license cost will be discounted from \$112,070 to \$24,063. Tyler will apply the IVR license credit to the ExecuTime purchase equaling a \$0 cost purchase. This cost does not include the days required to implement ExecuTime. A Tyler Resource will be required for approximately 31 days for set up and 54 days for parallels ExecuTime with Munis. The estimated cost per day is \$1,275 plus \$540 for expenses. Total estimated implementation cost is \$154,275. First year maintenance fees of \$21,399 for ExecuTime & Attendance and \$1,015 for Mobile Access totaling \$22,414 are provided in the Quote 2018-53846-2. See proposed project plan information under Timeline as well.

**Timeline:** The estimated implementation days for ExecuTime at the City of Long Beach are approximately 85 days in total. ExecuTime will be implemented along-side Munis. See below for suggested project implementation days. More or less days may be required dependent on the intricacy of the employee schedules, setup, etc.

- The information included in this document does not account for Advanced Scheduling items.

Task Name	Bill Days	Day Type
System Administration Training - ExecuTime	1	IMP
Executime Timeclock Training	1	IMP
Executime Project Team Training	0.5	IMP
Executime As-Is/To-Be Analysis Session	2	IMP
ExecuTime Desktop Procedure Update	1	IMP
Revisit Report Inventory	1	IMP
ExecuTime SET Test	2	IMP
Revisit Interfaces	2	IMP
Executime Configuration Training	1	IMP
Set up the UI tab in the UI Environment Flags area under System Admin	0.5	IMP
Set up the Tyler Connectivity tab in UI Environment Flags under System Admin	0.5	IMP
Set up the Admin tab in UI Environment Flags in System Admin	0.5	IMP
Set up Time Zone in Security tab under System Admin	0.5	IMP
Set up the Time Processing settings in Time Processing under System Admin	0.5	IMP



Set up the Pay Period	0.5	IMP
Set up Approval Types	0.5	IMP
Set up Employee Types	0.5	IMP
Run the Org integration from Munis in Tyler Integration	0.5	IMP
Add the Entity and Divisions manually into ET under Tyler Integrations tab	0.5	IMP
Complete Work Groups in LIVE	0.5	IMP
Run Work Group Integration and double check time zones	0.5	IMP
Run Pay Type Integration	0.5	IMP
Update all settings for each Pay Type integrated	0.5	IMP
Run the Job Class Integration process	0.5	IMP
Run the Employee Integration process	0.5	IMP
If desired, set up various statuses that can be tied to the Pay Codes	0.5	IMP
Set up Shift Names and restrict to the appropriate Work Groups	0.5	IMP
Set up Comp Time Policies in Policies and Rules Engine	0.5	IMP
Set up all OT Policies in Policies and Rules Engine	0.5	IMP
Set up Clocking Policies in Policies and Rules Engine	0.5	IMP
Set up Rounding Policy in Policies and Rules Engine	0.5	IMP
Set up all individual rules for Shifts and Holiday Premium in Policies and Rules Engine	0.5	IMP
Set up all Rules Engine Configuration for Shifts and Holiday calculation of hours in Policies and Rules Engine	0.5	IMP
Set up Roles for each Department and each level of Approval	0.5	IMP
If needed, set up appropriate schedules	0.5	IMP
Executime Supervisor and End User training	1	IMP
Executime/Payroll process Parallel 1	4	IMP
Hand key time for parallel	2	IMP
Import time for parallel	1	IMP
Validate pays are calculating correctly	1	IMP
Validate all employees came in via import	1	IMP
Validate all employees came in via import	1	IMP
Executime/Payroll process Parallel 2	4	IMP
Hand key time for parallel	2	IMP
Import time for parallel	1	IMP
Validate pays are calculating correctly	1	IMP
Validate all employees came in via import	1	IMP
Validate all employees came in via import	1	IMP
Executime/Payroll process Parallel 3	4	IMP
Hand key time for parallel	2	IMP
Import time for parallel	1	IMP
Validate pays are calculating correctly	1	IMP
Validate all employees came in via import	1	IMP
Validate all employees came in via import	1	IMP
Executime/Payroll process Mini Parallel 1	2	IMP

Hand key time for parallel	2	IMP
Import time for parallel	1	IMP
Validate pays are calculating correctly	1	IMP
Validate all employees came in via import	1	IMP
Validate all employees came in via import	1	IMP
Executime/Payroll process Mini Parallel 2	2	IMP
Hand key time for parallel	2	IMP
Import time for parallel	1	IMP
Validate pays are calculating correctly	1	IMP
Validate all employees came in via import	1	IMP
Validate all employees came in via import	1	IMP
Executime/Payroll process Mini Parallel 3	2	IMP
Hand key time for parallel	2	IMP
Import time for parallel	1	IMP
Validate pays are calculating correctly	1	IMP
Validate all employees came in via import	1	IMP
Validate all employees came in via import	1	IMP

**Resources:** Tyler will provide an Implementation Consultant/Time and Attendance/ExecuTime Subject Matter Expert (SME) during implementation, pre-Go Live, Go Live and Post Go Live. The Tyler Implementation Consultant will be onsite approximately eight days per month during ExecuTime implementation. The Tyler Consultant will conduct analysis including As-Is and To-Be, document Best Business Practice recommendations, deliver core Desktop Procedure documents, perform system design and set up of tables, conduct Static Environment Testing, deliver System Administration Training, perform verification testing, assist in testing and parallel process and conduct core user training.

- The information included in this document does not account for Advanced Scheduling items.



**Exhibit 3**  
**ExecuTime Functional Specifications – As Provided to Client on or about**  
**October 30, 2018.**

INCORPORATED BY REFERENCE