

# 34417

## AMENDMENT #5

This amendment ("Amendment") is made this 13<sup>th</sup> day of February, 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 Blvd, 5<sup>th</sup> Floor, Long Beach, CA 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:

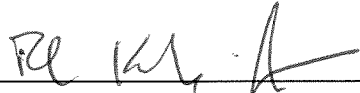
1. The items set forth in the sales quotations attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
  - a. Services Fees & Expenses. Fees for services, plus expenses, will be invoiced as provided and/or incurred.
  - b. Hardware Fees. Fees for Hardware are due on delivery of the respective Hardware.
2. The 'Default Max Number of Invoices to Print' Modification with Tyler Specification Reference number MUN-260872, at a contract price of \$5,600, is hereby added to the Agreement. The modification will conform to the description contained in the specification document provided to Client on or about November 01, 2017. Payment for this Modification shall conform to the terms of Exhibit B of the Agreement.
3. The 'Grant, Project and Project String Update Workflow' Modification with Tyler Specification Reference number MUN-276157, at a contract price of \$28,000.00, is hereby added to the Agreement. The modification will conform to the description contained in the specification document provided to Client on or about December 17, 2017. Payment for this Modification shall conform to the terms of Exhibit B of the Agreement.
4. 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. For Client's internal purposes, due to the removal of software and services in prior amendments, the net result of this Amendment does not exceed the original Agreement amount.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. 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: Patrick H. West

Title: Senior Corporate Attorney

Title: City Manager


Date: February 02, 2018

Date: 2/13/18

APPROVED AS TO FORM

2-8, 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: Jillian Lovejoy  
 Date: 10/11/2017  
 Quote Expiration: 4/9/2018  
 Quote Name: City of Long Beach - ERP - Secure Signature System with 2 Keys  
 Quote Number: 2017-37964  
 Quote Description: TylerForms - Secure Signature System with 2 Keys

**Sales Quotation For**  
 City of Long Beach  
 333 W Ocean Blvd Fl 5  
 333 West Ocean Boulevard  
 Long Beach, CA 90802-4664  
 Phone +1 (562) 570-7089

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

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>							
			\$0.00	\$1,650.00			\$0.00
<b>TOTAL:</b>				<b>\$1,650.00</b>			<b>\$0.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
<b>Summary Total</b>	<b>\$1,650.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$1,650.00</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 \_\_\_\_\_

## Comments

This quote is for the following services:

Secure Signature System with 2 Keys

The only items included in this quote are described above. If during the course of the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

Standard delivery for the first proof is 4 weeks after receipt of the signed quote and any other required items. First proof delivery times do not include nights, weekends or Tyler observed holidays.

If you need us to reference a Purchase Order number when billing you for the quoted services, be certain to include it on or with the signed quote. Please return the signed quote to [jillian.lovejoy@tylertech.com](mailto:jillian.lovejoy@tylertech.com).

Any orders that are cancelled after the first and/or subsequent proofs have been delivered to the client will be subject to billing at 50% of what is quoted for the complete project.

Please note that you have 30 days to test what we have delivered and report any issues. Any issues reported after thirty days will be quoted as an additional billable item.

Tyler will warrant the hardware to be free from defects for 1 year from shipment. This Limited Hardware Warranty does not apply (i) if the product has been subject to faulty and improper installation, maintenance, service, operational adjustments, repair, alteration and/or modification in any way (ii) to cosmetic damages, (iii) if the product has been tampered with, (iv) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care, (v) if the product has had the model or serial number altered, defaced or removed (vi) to damages by any other cause not related to defective design, workmanship and/or materials.



Quoted By: Mercedes Arnold  
 Date: 12/14/2017  
 Quote Expiration: 6/9/2018  
 Quote Name: Long Beach, CA - TylerForms - Custom Form Design & Custom Prog - GB  
 Quote Number: 2017-41109  
 Quote Description: Custom Form Design & Custom Prog - GB

**Sales Quotation For**  
 City of Long Beach  
 333 W Ocean Blvd Fl 5  
 333 West Ocean Boulevard  
 Long Beach, CA 90802-4664  
 Phone +1 (562) 570-7089

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Custom Form Design - General Billing	2	\$250.00	\$0.00	\$500.00
Custom Programming - GB Invoice & Statement	1	\$1,275.00	\$0.00	\$1,275.00
<b>TOTAL:</b>				<b>\$1,775.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$1,775.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$1,775.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$1,775.00</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 \_\_\_\_\_



## Comments

This quote is for the following services:

### Custom Form Design of (2) General Billing Forms:

1 - Invoice

1 - Statement

Designs are based on the client provided mock-ups.

### Custom Programming to General Billing Invoice and Statement forms:

OMR Marks:

OMR #1 - always prints on first page of Invoice and Statement

OMR #2 - prints on Invoice and Statement only if forms have more than one page

OMR #4 - prints on Invoice only when <PastDueAmount/> is greater than \$0.00.

We will need the signed quote in order to move this project forward to the design stage.

The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

Standard delivery for the first proof is 4 weeks after receipt of the signed quote and any other required items.

The first proof delivery period begins the 1<sup>st</sup> business day after all required items are received, provided the information is received by 12:00 noon EST. Any items received after noon will result in the delivery period beginning two business days after all the required items are received. Delivery times do not include nights, weekends or Tyler observed holidays.

If you need us to reference a Purchase Order number when billing you for the quoted services, be certain to include it on or with the signed quote. Please return the signed quote to [mercedes.arnold@tylertech.com](mailto:mercedes.arnold@tylertech.com).

Any orders that are cancelled after the first and/or subsequent proofs have been delivered to the client will be subject to billing at 50% of what is quoted for the complete project.

Please note that you have 30 days to test what we have delivered and report any issues. Any issues reported after thirty days post go-live will be quoted as an additional billable item.

### **Disclaimer for Custom Programming and/or Data Manipulation at the Form Level:**

The use of form level calculations, and/or data alteration/manipulations can result in longer times to resolve issues; whether form related or data related. Best practice is to use the MUNIS export values before considering form level calculations, and/or data alteration/manipulations.

You should review the export layout vs. the data samples provided and identify source data values where possible. Please provide export layout names for the fields you are asking us to use on the form(s).

**Comments**

There is a known issue with using form level calculations with regards to 'rounding'. In some cases the result will be off by one cent, when decimals are in play, or a dollar when no decimals are in play.

By signing this quote, you acknowledge and accept the risks and issues set forth above.