



AMENDMENT

This amendment ("Amendment") is made this 14th day of NOVEMBER, 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, 5th 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 following unused conversions, totaling \$77,600.00, are hereby removed from the Agreement:
 - a. Accounting Opt 1 – Actuals, at a contract price of \$6,400.00;
 - b. Accounting Opt 2 – Budgets, at a contract price of \$6,400.00;
 - c. Fixed Assets Opt 1 – History, at a contract price of \$6,400.00;
 - d. Fixed Assets Std Master, at a contract price of \$9,100.00;
 - e. General Billing Opt 1 – Recurring Invoices, at a contract price of \$9,100.00;
 - f. Inventory Opt 1 – Commodity Codes, at a contract price of \$5,500.00;
 - g. Project Grant Accounting Opt 1 – Actuals, at a contract price of \$6,400.00;
 - h. Project Grant Accounting Opt 2 – Budgets, at a contract price of \$6,400.00;
 - i. Tyler Content Manager SE – Accounting Opt 2 – Budgets (total balances only) up to 3yrs – 2 Doc Types, at a contract price of \$1,800.00;
 - j. Tyler Content Manager SE – AP Opt 1 – Checks – 3 Doc Types, at a contract price of \$1,800.00;
 - k. Tyler Content Manager SE – AP Standard Master – 7 Doc Types, at a contract price of \$6,500.00;
 - l. Tyler Content Manager SE – Fixed Assets Opt 1 – History, at a contract price of \$1,300.00;
 - m. Tyler Content Manager SE – Fixed Assets Standard – Master, GL Accounts, Purchase History, at a contract price of \$2,600.00;
 - n. Tyler Content Manager SE – General Billing Option 2 – Bills (Header, Detail), Payment History, Invoices – 3 Doc Types, at a contract price of \$3,000.00;
 - o. Tyler Content Manager SE – General Billing Standard – CID – 1 Doc Type, at a contract price of \$1,300.00; and
 - p. Tyler Content Manager SE – Purchase Orders – Standard – Open PO's – 4 Doc Types, at a contract price of \$3,600.00.
2. Exhibit B, Section 5 of the Agreement is hereby amended so that effective September 01, 2018, the monthly housing reimbursement for Tyler's Project Manager – Finance (Audra Balok) and the Engagement Manager (Tony Belsito) is increased to \$5,380.00 per month each.
3. 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. Services added to the Agreement pursuant to this Amendment, plus expenses, shall be invoiced consistent with Sections

4 through 6 below as follows:

Role: Engagement Manager

Month	To be billed	Retainage
May, 2019	\$16,600.00	\$4,150,00
June, 2019	\$16,600.00	\$4,150,00

Role: Project Manager – Finance

Month	To be billed	Retainage
February, 2019	\$16,600.00	\$4,150,00
March, 2019	\$16,600.00	\$4,150,00
April, 2019	\$16,600.00	\$4,150,00
May, 2019	\$16,600.00	\$4,150,00
June, 2019	\$16,600.00	\$4,150,00

Role: Project Manager – Payroll & HR

Month	To be billed	Retainage
March, 2019	\$16,600.00	\$4,150,00
April, 2019	\$16,600.00	\$4,150,00
May, 2019	\$16,600.00	\$4,150,00
June, 2019	\$16,600.00	\$4,150,00
July, 2019	\$16,600.00	\$4,150,00
August, 2019	\$16,600.00	\$4,150,00
September, 2019	\$16,600.00	\$4,150,00
October, 2019	\$16,600.00	\$4,150,00
November, 2019	\$16,600.00	\$4,150,00

4. Effective May 01, 2019, Exhibit B, Schedule 2 (Payment Milestones for Services) is hereby amended as follows:

Other Services Type	Terms	Amount	Total
Engagement Manager	Monthly in arrears, triggered on the next full month after the first planning meeting for Phase 1.	\$16,600.00 per month	For duration of phase not to exceed \$664,000.00
~13.4% Retainer for Engagement Manager	At Phase 1 closure (Milestone 1.8).	\$88,450.00	
~6.6% Retainer for Engagement Manager	At Phase 2 closure (Milestone 2.8)	\$44,350.00	

5. Effective February 01, 2019, Exhibit B, Schedule 2 (Payment Milestones for Services) is hereby amended as follows:

Other Services Type	Terms	Amount	Total
Project Manager - Finance	Monthly in arrears, triggered on the next full month after the first planning meeting for Phase 1.	\$16,600.00 per month through April 2018. \$8,300.00 per month for May 2018 through October 2018. \$13,280.00 per month for November 2018 through January 2019. \$16,600.00 per month for February 2019 through June 2019.	For duration of phase not to exceed \$589,300.00
20% Retainer for Project Manager – Finance	At Phase 1 closure (Milestone 1.8).	\$117,860.00.	

6. Effective March 01, 2019, Exhibit B, Schedule 2 (Payment Milestones for Services) is hereby amended as follows:

Other Services Type	Terms	Amount	Total
Project Manager - Payroll	Monthly in arrears, triggered on the next full month after the first planning meeting for Phase 2.	\$16,600.00 per month	For duration of phase not to exceed \$560,250.00
20% Retainer for Project Manager - Payroll	At Phase 2 closure (Milestone 2.8).	\$112,050.00	

7. 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.
8. Notwithstanding Exhibit E, Section E.3.4.6.1 of the Agreement (Report Writing Budget), the parties agree that Client may modify or add custom SSRS reports under the Agreement by signing a quote provided by Tyler. Such quote may not exceed \$10,000.00 in total value. Payment for such SSRS reports added to the Agreement by signed quote will be billed in accordance with the Agreement. If such quote's value for SSRS report services exceeds \$10,000.00, the parties shall use the Scope/Contract Change Process instead.
9. This Amendment shall be governed by and construed in accordance with the terms and conditions

of the Agreement.

10. 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 Long Beach, CA

By: [Signature]
Name: Robert Kennedy-Jensen
Title: Director of Contracts
Date: November 02, 2018

By: [Signature]
Name: _____
Title: _____ **Tom Modica**
Date: 12/14/18 **Assistant City Manager**

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

APPROVED AS TO FORM
11-7, 20 18
By [Signature]
CHARLES PARKIN, City Attorney
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: 10/23/2018
 Quote Expiration: 1/16/2019
 Quote Name: City of Long Beach-ERP-Mumis-Extension to PM Services
 Quote Number: 2018-53858
 Quote Description: 7-24-18 Extension of EM and PM roles

Sales Quotation For

City of Long Beach
 Floor 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
Engagement Manager	2	\$20,750.00	\$0.00	\$41,500.00
Project Manager - Finance	5	\$20,750.00	\$0.00	\$103,750.00
Project Manager - Payroll & HR	9	\$20,750.00	\$0.00	\$186,750.00
TOTAL:				\$332,000.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$332,000.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$332,000.00	\$0.00
Contract Total (Excluding Estimated Travel Expenses)	\$332,000.00	
Estimated Travel Expenses	\$86,080.00	

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

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.