

34417



AMENDMENT No. 10

This amendment ("Amendment") is made this 14<sup>th</sup> day of JANUARY, 2020 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 411 West Ocean Boulevard, 7<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. Personnel Changes. The following personnel changes are noted to the extent required by the Agreement:
  - a. Tyler:
    - i. Tyler's Engagement Manager is now Paul Brock.
  - b. City of Long Beach:
    - i. City of Long Beach's Executive Sponsor is now Lea Eriksen, Director of Technology and Innovation.
    - ii. City of Long Beach's Project Manager is now Cason Lee, Deputy Director of Technology and Innovation.
2. 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 Paragraphs 3 and 4, below:

**Role: Engagement Manager**

Month	To be billed	Retainage
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
December, 2019	\$16,600.00	\$4,150.00
January, 2020	\$16,600.00	\$4,150.00
February, 2020	\$16,600.00	\$4,150.00
March, 2020	\$16,600.00	\$4,150.00
April, 2020	\$16,600.00	\$4,150.00

**Role: Project Manager – Payroll & HR**

Month	To be billed	Retainage
December, 2019	\$16,600.00	\$4,150.00
January, 2020	\$16,600.00	\$4,150.00
February, 2020	\$16,600.00	\$4,150.00
March, 2020	\$16,600.00	\$4,150.00
April, 2020	\$16,600.00	\$4,150.00
May, 2020	\$16,600.00	\$4,150.00
June, 2020	\$16,600.00	\$4,150.00

For purposes of clarity, the implementation services added to the Agreement pursuant to this Amendment are intended to be allocated as follows:

Task/Role	Number of Days
Additional Tech Services	72 days
Phase 2 Tyler IC Staff	65 days
Additional ExecuTime Support	78 days
Additional Munis Financials Support	108 days

3. Effective July 1, 2019, Exhibit B, Schedule 2 (Payment Milestones for Services) is hereby amended as follows:

For all Engagement Management Services added to this Agreement pursuant to this Amendment that are provided before Phase 1 Closure:

Other Services Type	Terms	Amount	Total
<b>Engagement Manager</b>	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 \$871,500.00
<b>~13.4% Retainer for Engagement Manager</b>	At Phase 1 closure (Milestone 1.8).	\$113,350.00, plus 13.4% of all post January 1, 2020 Engagement Management amounts incurred prior to Phase 1 closure.	
<b>~6.6% Retainer for Engagement Manager</b>	At Phase 2 closure (Milestone 2.8)	\$44,350.00, plus 6.6% of all post January 1, 2020 Engagement Management amounts	

		incurred prior to Phase 1 closure.	
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For all Engagement Management Services added to this Agreement pursuant to this Amendment that are provided after Phase 1 Closure:

Other Services Type	Terms	Amount	Total
<b>Engagement Manager</b>	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 \$871,500.00
<b>20% Retainer for Engagement Manager</b>	At Phase 2 closure (Milestone 2.8)	All retainage amounts incurred prior to Phase 1 closure, plus 20% of all Engagement Management amounts incurred after Phase 1 closure.	

4. Effective December 1, 2019, Exhibit B, Schedule 2 (Payment Milestones for Services) is hereby amended as follows:

Other Services Type	Terms	Amount	Total
<b>Project Manager - HCM</b>	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
<b>20% Retainer for Project Manager - Payroll</b>	At Phase 2 closure (Milestone 2.8).	\$141,100	

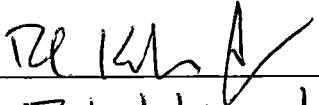
5. The parties acknowledge that, subject to any credit restrictions, Client may use available credit issued by Tyler to cover the costs of the items being added to the Agreement pursuant to this Amendment.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. All other terms and conditions of the Agreement shall remain in full force and effect.


[SIGNATURE BLOCK ON THE FOLLOWING PAGE]

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:   
Name: Robert Kennedy - Jensen  
Title: Director of Contracts  
Date: 1/16/2020

By:   
Name: Rebecca G. Garner  
Title: Acting Asst. City Manager  
Date: 1-23-20

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

APPROVED AS TO FORM

January 15, 2020  
CHARLES PARKIN, City Attorney

By:   
ERIN WEESNER-MCKINLEY  
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: 12/17/2019  
 Quote Expiration: 3/31/2020  
 Quote Name: City of Long Beach-ERP-Munis-Additional Services  
 Quote Number: 2019-94705  
 Quote Description: 12-17-19 v.2

**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
Implementation Days	323	\$1,275.00	\$0.00	\$411,825.00
Tyler Engagement Manager	10	\$20,750.00	\$0.00	\$207,500.00
HCM Project Management	7	\$20,750.00	\$0.00	\$145,250.00
Tyler Engagement Manager NTE Travel	5	\$5,380.00	\$0.00	\$26,900.00
HCM Project Manager NTE Travel	7	\$5,380.00	\$0.00	\$37,660.00
<b>TOTAL:</b>				<b>\$829,135.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$829,135.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$829,135.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$829,135.00</b>	
<b>Estimated Travel Expenses</b>	<b>\$168,750.00</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

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. Installations are completed remotely, but can be done onsite upon request at an additional cost.

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.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.