



AMENDMENT No. 8

This eighth amendment ("Amendment No. 8") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Manhattan Beach, California, with offices at 1400 Highland Avenue, Manhattan Beach, California 90266 ("Client").

WHEREAS, Tyler and Client are parties to an agreement for Enterprise Resource Planning (ERP) (fka "Munis") Tyler Software, dated July 24, 2018, as amended ("ERP Agreement");

WHEREAS, Tyler and Client are parties to an agreement for Tyler Systems Management Services, dated April 28, 2022 ("TSM Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the ERP Agreement and the TSM Agreement (collectively, the "Agreement") as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Removal of Business Licenses Maintenance. The Business Licenses Tyler Software is hereby removed from the maintenance and support agreement as of July 24, 2025. Upon such date, Client's right to access maintenance and support services is terminated, as are Tyler's obligations to support, maintain, and update such software.
2. Enterprise Resource Planning Maintenance Term Renewal.
 - a. Tyler shall provide maintenance to Client, as specified in the ERP Agreement and Tyler's then-current support call process, during the period July 24, 2025 – July 23, 2026 ("Renewal Period").
 - b. Client shall remit to Tyler the amount of \$118,604.74, for the maintenance fees for the Renewal Period, based on the annual rates set forth in the investment summary attached hereto as Exhibit 1, within forty-five (45) days of the commencement of the Renewal Period.
3. Eden and ERP Disaster Recovery Services Term Renewal.
 - a. Tyler shall provide Eden and ERP Disaster Recovery Services to Client during the period July 24, 2025 – July 23, 2026.
 - b. Client shall remit to Tyler the amount of \$33,717.83, for the Eden and ERP Disaster Recovery Services fee for the period July 24, 2025 – July 23, 2026, as detailed in the investment summary attached hereto as Exhibit 1.

4. Payroll Tax Table Update Term Renewal.
 - a. Tyler shall provide Payroll Tax Table Update to Client during the period August 31, 2025 – July 23, 2026.
 - b. Client shall remit to Tyler the amount of \$1,284.63, for the Payroll Tax Table Update fee for the period August 31, 2025 – July 23, 2026, as detailed in the investment summary attached hereto as Exhibit 1.
5. Enterprise Analytics and Reporting and Open Finance SaaS Term Renewal.
 - a. Tyler shall provide Enterprise Analytics and Reporting and Open Finance SaaS Services to Client, as specified in the ERP Agreement and Service Level Agreement, during the period July 24, 2025 – July 23, 2026.
 - b. Client shall remit to Tyler the amount of \$32,931.00, for the Enterprise Analytics and Reporting and Open Finance SaaS fee for the period July 24, 2025 – July 23, 2026, as detailed in the investment summary attached hereto as Exhibit 1.
6. Tyler System Management Services Term Renewal.
 - a. Tyler shall provide Tyler System Management services to Client, as specified in the TSM Agreement, during the period July 24, 2025 – July 23, 2026.
 - b. Client shall remit to Tyler the amount of \$44,507.13, for the Tyler System Management Services fees for the period July 24, 2025 – July 23, 2026, as detailed in the p investment summary attached hereto as Exhibit 1.
7. PACE Services. The services set forth in the investment summary attached hereto as Exhibit 1 are hereby added to the ERP Agreement. PACE services added to the ERP Agreement pursuant to this Amendment No. 8 are as follows:
 - a. 40 Implementation hours (5 days) at \$4,750, are to be used in 4- or 8-hour increments.
8. This Amendment No. 8 shall be governed by and construed in accordance with the terms and conditions of the Agreement.
9. Except as expressly indicated in this Amendment No. 8, all other terms and conditions of the ERP Agreement and TSM Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 8 as of the dates set forth below.

Tyler Technologies, Inc.

City of Manhattan Beach, California

By: _____

By: _____

Name: _____

Name: Talyn Mirzakhanian

Title: _____

Title: City Manager

Date: _____

Date: _____

ATTEST:

By: _____

Name: Liza Tamura

Title: City Clerk

Date:

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow

Title: City Attorney

Date:

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Libby Bretthauer

Title: Finance Director

Date:

APPROVED AS TO CONTENT:

By: _____

Name: Miguel Guardado

Title: Information Technology Director

Date:

Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler to Client under the ERP and TSM Agreements. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the ERP Agreement. In the event of a conflict between the ERP Agreement and the terms in the Comments section of this Investment Summary, the language in the ERP Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Karen Grosset
 Quote Expiration: 12/06/25
 Quote Name: City of Manhattan Beach - ERP -
 OnPrem Renewal
 Quote Description: OnPrem Renewal

Sales Quotation For:
 City of Manhattan Beach
 ATTN: ACCOUNTS PAYABLE
 1400 HIGHLAND AVENUE

Shipping Address:
 City of Manhattan Beach
 1400 Highland Ave

MANHATTAN BEACH CA 90266-4795

Manhattan Beach CA 90266

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Financial Management					
Accounting/GL/BG/AP	1	\$ 0.00	0	\$ 0.00	\$ 21,680.60
Capital Assets	1	\$ 0.00	0	\$ 0.00	\$ 6,555.80
Cash Management	1	\$ 0.00	0	\$ 0.00	\$ 4,607.13
Contract Management	1	\$ 0.00	0	\$ 0.00	\$ 2,981.10
Inventory	1	\$ 0.00	0	\$ 0.00	\$ 6,555.80
Project & Grant Accounting	1	\$ 0.00	0	\$ 0.00	\$ 4,929.76
Purchasing	1	\$ 0.00	0	\$ 0.00	\$ 11,111.30
Revenue Management					
Accounts Receivable	1	\$ 0.00	0	\$ 0.00	\$ 5,678.26
Cashiering	1	\$ 0.00	0	\$ 0.00	\$ 8,259.28
Citizen Self Service	1	\$ 0.00	0	\$ 0.00	\$ 5,394.34
General Billing	1	\$ 0.00	0	\$ 0.00	\$ 2,581.03
Utility Billing CIS	1	\$ 0.00	0	\$ 0.00	\$ 3,742.49
Utility Billing Meter Interface	1	\$ 0.00	0	\$ 0.00	\$ 1,135.65
Enterprise Asset Management					

2025-547106-H3B4P0

CONFIDENTIAL

Page 1

Asset Maintenance & Performance - Site License	1	\$ 0.00	0	\$ 0.00	\$ 8,194.75
Content Management					
Content Manager Core includes Onboarding	1	\$ 0.00	0	\$ 0.00	\$ 7,743.08
Additional					
Enterprise Forms Processing (including Common Form Set)	1	\$ 0.00	0	\$ 0.00	\$ 3,871.54
Human Resources Management					
Human Resources & Talent Management	1	\$ 0.00	0	\$ 0.00	\$ 3,406.96
Payroll w/ESS	1	\$ 0.00	0	\$ 0.00	\$ 4,155.46
Time & Attendance w Mobile Access - Up to 350 Employees	1	\$ 0.00	0	\$ 0.00	\$ 6,020.41
TOTAL		\$ 0.00	0	\$ 0.00	\$ 118,604.74

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Data Insights			
Enterprise Analytics and Reporting	1	0	\$ 20,803.00
Open Finance	1	0	\$ 12,128.00
TOTAL		0	\$ 32,931.00

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
5 Pace Days	5	0	\$ 4,750.00
Annual Payroll Tax Table Updates	1	0	\$ 1,284.63
Disaster Recovery Service	1	0	\$ 33,717.83
System Management Services Contract	1	0	\$ 44,507.13
TOTAL:		0	\$ 84,259.59

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 118,604.74
Total SaaS	\$ 0.00	\$ 32,931.00
Total Tyler Services	\$ 0.00	\$ 84,259.59
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 235,795.33
Contract Total	\$ 235,795.33	

Client's purchase of the items listed above is subject to the Comments below

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

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

2025-547106-H3B4P0

CONFIDENTIAL

Page 3

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

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 four (4) 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.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

PACE Services: Includes the listed number of PACE days and 3 passes to Tyler Connect annually, along with one Investment assessment for every three years of PACE services purchased. PACE Flex provides the client with an option to consume PACE days either remotely or in-person at no additional cost. On-site PACE sessions must be scheduled in 3-day increments, and the client will be responsible for all travel costs incurred. For clients not yet live on Enterprise ERP, the first annual term for PACE commences on the 1st day of the month in which Phase 1 project activities are scheduled to be completed. All project-based post-live work will be provided by the Phase 1 project teams, as stated in the project plan. The PACE Project Manager will engage with the client toward the end of Phase 1 to establish continuity. For clients live on Enterprise ERP, the first annual term for PACE commences on the 1st day of the month following the date of the client's signature on the applicable sales quotation, amendment, or purchase order. The PACE annual term runs for 12 full calendar months. Upon expiration of the first annual term, the term will renew automatically for an additional one (1) year term at the current rate plus the client's contracted annual maintenance increase percentage unless terminated in writing by either party at least thirty (30) days prior to the end of the term. PACE days may only be utilized on live modules. Tyler Connect passes for the current year are available to clients with a cycle start date on or before March 1. Clients with a cycle start date of April 1 or later will be eligible for Tyler Connect passes the following year. PACE Days, Investment Assessments, and Tyler Connect passes expire at the conclusion of the term. No credit will be granted for unused days, assessments, or passes.

Tyler's System Management Services is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$2,500 minimum annual fee. Systems Management Services are invoiced when you sign this sales quotation and are provided in accordance with the terms of service for Tyler Systems Management found here: <https://www.tylertech.com/terms/tyler-systems-management-terms-of-service>.

Tyler's Disaster Recovery Service is calculated at 25% of the Enterprise ERP annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Enterprise ERP database and excludes all test and training databases. Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will be provided in accordance with the terms of service for Disaster Recovery Services found here: <https://www.tylertech.com/terms/disaster-recovery-terms-of-service>.