



AMENDMENT No. 4

This fourth Amendment ("Amendment") 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, California 90266 ("Client").

WHEREAS, Tyler and Client are parties to a Munis ERP Agreement dated July 24, 2018 ("Agreement");

WHEREAS, Tyler and the Client entered into the first amendment to the Agreement ("Amendment No. 1") on February 26, 2020;

WHEREAS, Tyler and the Client entered into the second amendment to the Agreement ("Amendment No. 2") on July 24, 2020;

WHEREAS, Tyler and the Client entered into the third amendment to the Agreement ("Amendment No. 3") on November 6, 2020; 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 Munis ERP Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
 - a. License Fees. ExecuTime license fees will be invoiced when Tyler makes the software added to the Munis ERP Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
 - b. Software Maintenance and Support.
 - i. Maintenance and support fees for the initial period prorated for the time period from the Available Download Date through July 23, 2021 are waived.
 - ii. Maintenance and support fees commencing July 24, 2021, will be invoiced with Client's other Tyler maintenance and support fees for the Tyler software licensed under the Agreement (corresponding to years 4 and 5 of the Agreement), as set forth below. However, for the avoidance of doubt, the fees

for ExecuTime maintenance and support corresponding to Years 4 and 5 of the Agreement shall be \$4,953.00 for the period July 24, 2021, through July 23, 2022, and \$5,200.65 for the period July 24, 2022, through July 23, 2023.

Subsequent annual maintenance and support fees will be invoiced in accordance 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.
- d. Hardware Fees. Fees for Hardware are due on delivery of the respective Hardware, if applicable.

	Initial Year Prorated Annual Fees through July 23, 2021	Annual Fees Year 4 +5% July 24, 2021 to July 23, 2022	Annual Fees Year 5 +5% July 24, 2022 to July 23, 2023	ExecuTime Software Total Prorated with Contract
Tyler ExecuTime Software Maintenance and Support	Waived	\$4,953.00	\$5,200.65	\$10,153.65
Totals	\$0.00	\$4,953.00	\$5,200.65	\$10,153.65

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement (as previously amended by Amendment Nos. 1, 2, and 3) shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

Tyler Technologies, Inc.

City of Manhattan Beach, CA

DocuSigned by:
By: Robert Kennedy-Jensen
F94D1C0F3E5A445...
Name: Robert Kennedy-Jensen
Title: Director of Contracts
Date: 1/12/2021

By: _____
Name: Bruce Moe
Title: City Manager
Date: _____

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: City Attorney, Quinn Barrow 1/14/2021
C6CC9C5685B24EB...
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S. Charelian 1/13/2021
1A2E390F2B9C494...
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Terry Hackelman 1/12/2021
A6938A1E7C6A427...
Name: Terry Hackelman
Title: Information Technology Director



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 Amendment 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: Jason Cloutier
 Date: 12/10/2020
 Quote Expiration: 4/27/2021
 Quote Name: City of Manhattan Beach-ERP-Executime
 Quote Number: 2020-118602
 Quote Description: ExecuTime Updated 12.10.20

Sales Quotation For

City of Manhattan Beach
 1400 Highland Ave
 Manhattan Beach, CA 90266
 Phone +1 (310) 802-5000

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Human Capital Management:						
ExecuTime Time & Attendance Mobile Access	\$5,075.00	0	\$0.00	\$0.00	\$5,075.00	\$1,015.00
ExecuTime Time & Attendance	\$19,688.00	128	\$22,400.00	\$0.00	\$42,088.00	\$3,938.00
Sub-Total:	\$24,763.00		\$22,400.00	\$0.00	\$47,163.00	\$4,953.00
<i><u>Less Discount:</u></i>	<i><u>\$7,429.00</u></i>		<i><u>\$0.00</u></i>	<i><u>\$0.00</u></i>	<i><u>\$7,429.00</u></i>	<i><u>\$4,953.00</u></i>
TOTAL:	\$17,334.00	128	\$22,400.00	\$0.00	\$39,734.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Management	24	\$175.00	\$0.00	\$4,200.00
TOTAL:				\$4,200.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$17,334.00	\$0.00
Total Tyler Services	\$26,600.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00

Summary	One Time Fees	Recurring Fees
Summary Total	\$43,934.00	\$0.00
Contract Total	\$43,934.00	

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

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Payroll/HR:						
ExecuTime Time & Attendance Mobile Access	\$5,075.00	\$1,523.00	\$3,552.00	\$1,015.00	\$1,015.00	\$0.00
ExecuTime Time & Attendance	\$19,688.00	\$5,906.00	\$13,782.00	\$3,938.00	\$3,938.00	\$0.00
TOTAL:	\$24,763.00	\$7,429.00	\$17,334.00	\$4,953.00	\$4,953.00	\$0.00

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") 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 option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - 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 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

Comments

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.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

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