AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Stacey Inglis, Deputy City Manager
DATE: Submitted on December 2, 2025, for the December 15, 2025, Regular City Council Meeting

AGENDA ITEM: Approval of Change Order #2 to the Agreement between the City of Milton and Tyler Technologies, Inc. for Additional Implementation Hours and Removal of Unused Conversion Items

SUMMARY:

As part of the City's ongoing implementation of Tyler Technologies' Enterprise ERP system, additional implementation effort was required to support the project's revised go-live date in January. Following the departure of the City's Finance Director mid-implementation, staff identified the need for increased project support from Tyler to ensure continuity, maintain momentum, and complete required configuration, testing, and data preparation before go-live.

The proposed amendment adds 80 remote implementation hours and 24 project management hours. The amendment also removes two unused conversion items – Purchase Orders and Project Accounting – from the contract. Their removal reduces unneeded scope without affecting the City's functionality requirements or implementation progress.

This amendment ensures the City and Tyler have the resources required to complete the project successfully and meet the updated January go-live schedule.

FUNDING AND FINANCIAL IMPACT:

The amendment has a total cost of **$13,000** and includes the following cost components:

- 80 Remote Implementation Hours @ $175/hour - $14,000
- 24 Project Management Hours @ $175/hour - $4,200
- Remove Conversion for Purchase Orders – ($2,700)
- Remove Conversion for Project Accounting – ($2,500)

PROCUREMENT SUMMARY *(if applicable)*

Purchasing method used:	**Contract Addendum**
Account Number:	300-1510-542401000
Requisition Total:	$13,000

REVIEW & APPROVALS:

DocuSigned by:
Bernadette H
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Financial Review: Bernadette Harvill, Deputy City Manager – December 4, 2025
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – December 3, 2025
Concurrent Review: Steven Krokoff, City Manager –

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Steven krokoff
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ATTACHMENT(S):

Change Order #2

Change Order #2

AMENDMENT

This 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 Milton, with offices at 2006 Heritage Walk, Suite 107G, Milton, Georgia 30004-5026 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 3, 2024 and Change Order #1 dated July 7, 2025, ("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 are hereby removed from the Agreement:
    a. Purchase Orders, at a contract price of $2,700
    b. Project Accounting, at a contract price of $2,500

2. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
    a. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. Except as expressly indicated in this Amendment, 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.

By: Erik Graney

Name: Erik Graney

Title: Senior Corporate Attorney

Date: 12/04/25

City of Milton, Georgia

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Tammy Lowit, City Clerk

[CITY SEAL]

Approved as to form:

Signed by:
Jennifer McCall
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City Attorney

12/5/2025
Date



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment 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.

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Quoted By:	Kerry Robillard
Quote Expiration:	03/21/26
Quote Name:	City of Milton - eERP - Additional Impl and PM Days
Quote Description:	City of Milton - eERP - Additional Impl and PM Days
Saas Term	1.00

Sales Quotation For:
MILTON, GA CITY OF
2006 HERITAGE WALK

MILTON GA 30004

Shipping Address:
City of Milton
2006 Heritage Walk
Ste 107G
Milton GA 30004-5026

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	80	$ 175.00	$ 0.00	$ 14,000.00	$ 0.00
Project Management	24	$ 175.00	$ 0.00	$ 4,200.00	$ 0.00
TOTAL				**$ 18,200.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 18,200.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00

Summary Total	**$ 18,200.00**	**$ 0.00**

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") 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.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Milton GA Amend 120325_Tyler

Final Audit Report 2025-12-04

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