



AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Stacey Inglis, Deputy City Manager
DATE: Submitted on June 25, 2025, for the July 7, 2025, Regular City Council Meeting

DocuSigned by:

Stacey Inglis

BD7A72CDEFA449E

AGENDA ITEM: Approval of Change Order #1 to the Software as a Service (SaaS) Agreement with Addendum No. 1 between the City of Milton and Tyler Technologies, Inc. for Addition of Contracts Module, Conversion of Onsite Implementation Hours, and Additional Implementation Hours

SUMMARY:

As part of the City's ongoing implementation of Tyler Technologies' Enterprise ERP system, staff identified the Contracts module as a valuable addition to streamline contract management and increase operational efficiency. The module requires a one-time implementation service and an annual SaaS fee, reflected in the contract amendment.

The amendment also includes a formal conversion of 112 onsite implementation hours to 128 remote hours. This change does not result in any cost increase for the City but is included to accommodate Tyler Technologies' internal accounting practices.

Additionally, 40 remote implementation hours and 16 remote project management hours are included in the investment summary as part of the existing contract. These hours will only be billed if used. Due to a change in project leadership following the departure of the former finance director, City staff will need to use these hours to reestablish project continuity and ensure successful delivery.

FUNDING AND FINANCIAL IMPACT:

The amendment has a total cost of **\$8,857**, which reflects the addition of the Contracts module: **\$2,557** in prorated annual SaaS fees and **\$6,300** in implementation services.

The **conversion of 112 onsite hours to 128 remote hours** is cost-neutral and does not increase the contract amount. Tyler required this adjustment for internal accounting, but it does not impact the City's budget.

The **additional 40 remote implementation hours and 16 remote project management hours** are pre-authorized under the current contract and will only be billed if used. Given the staffing transition within the Finance Department, these hours are expected to be necessary to support the project's successful continuation and completion. The hourly rate is \$175, for a total not-to-exceed amount of **\$9,800**.

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2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



ALTERNATIVES:

Alternatives to consider are to direct staff to explore alternative solutions or renegotiate specific terms with Tyler Technologies.

PROCUREMENT SUMMARY (if applicable)

Purchasing method used: Contract Addendum
Account Number: 300-1510-542401000
Requisition Total: \$18,657 (\$2,557 Annually)

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – June 25, 2025
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – June 11, 2025
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

Bernadette Harvill

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DocuSigned by:

Steven Krokoff

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ATTACHMENT(S):

Change Order #1

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Change Order #1



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

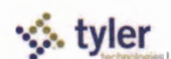
WHEREAS, Tyler and Client are parties to an agreement dated June 3, 2024 ("Agreement"); and

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 Client agree as follows:

1. The following unused services are hereby removed from the Agreement:
 - a. 112 Onsite Implementation hours (\$200/hour), at a contract price of \$22,400
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 first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$2,557, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Unless otherwise provided herein, services identified at Exhibit 1 and 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.

[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 Milton, Georgia

By: Erik Graney

By: _____

Name: Erik Graney

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: 06/12/25

Date: _____

Attest:

[CITY SEAL]

Tammy Lowit, City Clerk

Approved as to form:

Signed by: Jennifer McCall 6/13/2025
City Attorney Date





Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date, despite any expiration date in the Amendment Investment Summary that may have lapsed as of the Amendment Effective Date.

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Quoted By: Kerry Robillard
 Quote Expiration: 10/05/25
 Quote Name: City of Milton -eERP- Contract Management
 Quote Description: Contract Management
 SaaS Term: 1.00

Sales Quotation For:

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

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Contract Management	1	28	\$ 2,557.00
TOTAL		28	\$ 2,557.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Remote Implementation	28	\$ 225.00	\$ 0.00	\$ 6,300.00	\$ 0.00
TOTAL				\$ 6,300.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 2,557.00
Total Tyler Services	\$ 6,300.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 6,300.00	\$ 2,557.00
Contract Total	\$ 8,857.00	

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.



Quoted By:
Quote Expiration:
Quote Name:

Kerry Robillard
11/09/25
City of Milton -eERP- Convert
Onsite to Remote Days
Convert Onsite Days to
Remote

Sales Quotation For:

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	128	\$ 175.00	\$ 0.00	\$ 22,400.00	\$ 0.00
TOTAL				\$ 22,400.00	\$ 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	\$ 22,400.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 22,400.00	\$ 0.00
Contract Total	\$ 22,400.00	

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.#: _____

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Quoted By:
Quote Expiration:
Quote Name:
Quote Description:

Kerry Robillard
09/22/25
City of Milton-eERP-IMP Days
Imp Days

Sales Quotation For:

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	40	\$ 175.00	\$ 0.00	\$ 7,000.00	\$ 0.00
Project Management	16	\$ 175.00	\$ 0.00	\$ 2,800.00	\$ 0.00
TOTAL				\$ 9,800.00	\$ 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	\$ 9,800.00	\$ 0.00

2025-532535-V6B6H5

CONFIDENTIAL

Page 1

Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 9,800.00	\$ 0.00
Contract Total	\$ 9,800.00	

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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 052025 - signature lines added

Final Audit Report

2025-06-12

Created:	2025-06-12
By:	Stacey Gerard (stacey.gerard@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPVmpOhxOJ9vtElzQZXxK81iu9_wKJC4k

"Milton GA Amend 052025 - signature lines added" History

-  Document created by Stacey Gerard (stacey.gerard@tylertech.com)
2025-06-12 - 4:01:18 PM GMT- IP address: 163.116.144.106
-  Document emailed to Erik Graney (erik.graney@tylertech.com) for signature
2025-06-12 - 4:02:09 PM GMT
-  Email viewed by Erik Graney (erik.graney@tylertech.com)
2025-06-12 - 5:02:43 PM GMT- IP address: 163.116.249.87
-  Document e-signed by Erik Graney (erik.graney@tylertech.com)
Signature Date: 2025-06-12 - 5:04:22 PM GMT - Time Source: server- IP address: 163.116.249.87
-  Agreement completed.
2025-06-12 - 5:04:22 PM GMT