



SECOND AMENDMENT

This second 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. ("Tyler") and the City of Tumwater, Washington ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated November 17, 2021 (collectively with all amendments, the "Agreement"); and

WHEREAS, Tyler and the Client are parties to a first amendment dated January 29, 2024 ("First Amendment"); and

WHEREAS, Section (I)10 of the initial Agreement states that Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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 Exhibit A, Detailed Breakdown of Conversions, the Agreement:
 - a. AC – Actuals up to 3 years, at a contract price of \$500;
 - b. AC – Budgets up to 3 years, at a contract price of \$500;
 - c. AC Standard COA, at a contract price of \$1,000;
 - d. AP – Checks up to 5 years, at a contract price of \$1,100;
 - e. AP – Invoice up to 5 years, at a contract price of \$1,400;
 - f. GB – Bills up to 5 years, at a contract price of \$1,750;
 - g. GB – Recurring Invoices, at a contract price of \$840;
 - h. GB Std CID, at a contract price of \$500;
 - i. PG – Actuals up to 3 years, at a contract price of \$500;
 - j. PG – Budgets up to 3 years, at a contract price of \$500;
 - k. Purchasing – Standard, at a contract price of \$900;
 - l. HR Human Resources – Certifications, at a contract price of \$700;
 - m. HR Human Resources – Education, at a contract price of \$700;
 - n. HR Human Resources – PM Action History up to 5 years, at a contract price of \$700;
 - o. HR Human Resources – Position Control, at a contract price of \$700;
 - p. PR Payroll – Accrual Balances, at a contract price of \$750;
 - q. PR Payroll – Deductions, at a contract price of \$900;
 - r. PR Payroll – Standard, at a contract price of \$1,000; and
 - s. PR Payroll – State Retirement Tables, at a contract price of \$700.
2. Exhibit E (Statement of Work), Section 11.1, is hereby amended as follows:
 - a. Phase 1, Financials

- Start Date – March 1, 2022
 - Go-Live – April 3, 2023
- 3. The items set forth in the sales quotation(s) 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.
- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. 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 Second Amendment as of the dates set forth below.

Service Provider:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, Maine 04096
UBI: 75-2303920

CITY:

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Robert Kennedy-Jensen
Group General
Counsel

Mayor
Debbie Sullivan

Date: _____

ATTEST:

Melody Valiant
City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick
City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____ (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (title) of _____ (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____



Exhibit 1

Second Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. 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 Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Sales quotation(s) inserted on the following pages.

2023-402281-ZZZ4S9; 2023-396091-B3H4C9; 2024-453683-S4C6B9; 2024-456338-V7T7R9

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Quoted By: Jason Cloutier
Quote Expiration: 10/24/23
Quote Name: City of Tumwater-ERP-Unused
Conversions
Quote Description: IMPL Hours (4.27.23)

Sales Quotation For:

City of Tumwater
555 Israel Rd SW
Tumwater WA 98501-6515
Phone: +1 (360) 754-4130

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	60	\$ 163.00	\$ 0.00	\$ 9,780.00	\$ 0.00
TOTAL				\$ 9,780.00	\$ 0.00

Summary

Total Tyler License Fees
Total SaaS
Total Tyler Services
Total Third-Party Hardware, Software, Services

One Time Fees

\$ 0.00
\$ 0.00
\$ 9,780.00
\$ 0.00

Recurring Fees

\$ 0.00
\$ 0.00
\$ 0.00
\$ 0.00

2023-402281-Z2Z4S9

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Summary Total	\$ 9,780.00	\$ 0.00
Contract Total	\$ 9,780.00	

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

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.

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- 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 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.

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: Jason Cloutier
 Quote Expiration: 09/23/23
 Quote Name: City of Tumwater-ERP-Data
 Conversion to Implementation
 Hours
 Quote Description: Conversions to Impl Hours

Sales Quotation For:

City of Tumwater
 555 Israel Rd SW
 Tumwater WA 98501-6515
 Phone: +1 (360) 754-4130

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	32	\$ 163.00	\$ 0.00	\$ 5,216.00	\$ 0.00
TOTAL				\$ 5,216.00	\$ 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	\$ 5,216.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00

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Summary Total	\$ 5,216.00	\$ 0.00
Contract Total	\$ 5,216.00	

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

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.

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- 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 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.

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: Jason Cloutier
Quote Expiration: 08/07/24
Quote Name: City of Tumwater-ERP-IMPL Hours

Sales Quotation For: **Shipping Address:**

City of Tumwater
555 Israel Rd SW
Tumwater WA 98501-6515

Professional Services					
Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	64	\$ 163.00	\$ 0.00	\$ 10,432.00	\$ 0.00
TOTAL				\$ 10,432.00	\$ 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	\$ 10,432.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 10,432.00	\$ 0.00
2024-453683-S4C6B9	CONFIDENTIAL	



Contract Total **\$ 10,432.00**

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

Comments

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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.

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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:

Jason Cloutier
08/21/24
City of Tumwater-ERP-IMPL
Hours

Sales Quotation For:

Shipping Address:

City of Tumwater
555 Israel Rd SW
Tumwater WA 98501-6515

Professional Services

PROFESSIONAL SERVICES					
Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Financials Bank Reconciliation Training	32	\$ 163.00	\$ 0.00	\$ 5,216.00	\$ 0.00
Project Management HRM	32	\$ 163.00	\$ 0.00	\$ 5,216.00	\$ 0.00
Project Management Time and Attendance	16	\$ 163.00	\$ 0.00	\$ 2,608.00	\$ 0.00
Remote Implementation	80	\$ 163.00	\$ 0.00	\$ 13,040.00	\$ 0.00
TOTAL				\$ 26,080.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees

\$ 0.00

\$ 0.00

Total SaaS

\$ 0.00

\$ 0.00

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Total Tyler Services	\$ 26,080.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 26,080.00	\$ 0.00
Contract Total	\$ 26,080.00	

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

Comments

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- Fees for services included in this sales quotation shall be invoiced as indicated below.
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The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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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.