



CITY OF DELRAY BEACH  
**100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444**

AMENDMENT NO. 3 TO  
RFP NO. 2016-069L AGREEMENT  
FOR  
ENTERPRISE RESOURCE PLANNING SOLUTIONS

TYLER TECHNOLOGIES, INC.

CITY OF DELRAY BEACH  
AMENDMENT NO. 3 TO  
RFP NO. 2016-069L AGREEMENT

THIS AMENDMENT NO. 3 to the RFP No. 2016-069L Agreement dated July 12, 2016, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Tyler Technologies, Inc. (hereinafter referred to as "Contractor"), a Delaware corporation authorized to do business in the State of Florida, is entered into this 14 day of October, 2020 ("Amendment Effective Date").

WITNESSETH:

**WHEREAS**, on July 5, 2016, the City Commission approved a motion to award an agreement with Contractor for an Enterprise Resource Planning Solution (hereinafter referred to as the "Agreement"); and

**WHEREAS**, on November 2016, the City Commission approved Amendment No. 1 to the Agreement whereby Contractor agreed to provide a performance bond in the amount of \$1,660,780 at no additional cost to the City; and

**WHEREAS**, on August 22, 2019, the City Manager approved Amendment No. 2 to the Agreement whereby Contractor agreed to install, configure, upgrade and/or restore various applications currently utilized by the City in the amount of \$11,250; and

**WHEREAS**, the City desires to amend the Agreement to discontinue maintenance and support relating to certain modules that were licensed under the Agreement; and

**WHEREAS**, the value of the Amendment is within the City Manager's approval authority as stated in the City of Delray Beach Purchasing Procedures and Policies Manual; and

**WHEREAS**, Contractor agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement.

**NOW, THEREFORE**, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Removing Maintenance and Support. Effective July 1, 2018, the Agreement is hereby amended to discontinue the City's right to receive, and corresponding obligation to make payment for, maintenance and support services for the below listed Tyler Software modules.
  - a. Fixed Assets
  - b. Miscellaneous Billing & Receivables
  - c. GASB/CAFR Reporting
  - d. Bank Reconciliation
  - e. Work Orders
  - f. Bid and Quote Management
  - g. Inventory
  - h. Employee Event Tracking
  - i. Personnel Action Processing
  - j. COBRA Billing Administration

- k. Workers Compensation Administration
  - l. Leave Management
  - m. Applicant Tracking
  - n. Time and Attendance Interface
  - o. Utility Billing (Water/Sewer/Refuse Base)
  - p. Automatic Meter Read (AMR) Interface
  - q. Meter and Device Inventory
  - r. Service Order Processing
  - s. IVR Interface for Acct Bal/Payments
  - t. GIS Integration
  - u. eFinance Suite
  - v. ePayments
  - w. eUtilities
  - x. Tyler Content Manager
3. Temporary Suspension of EnerGov Maintenance and Support. Effective July 1, 2018, Tyler's obligation to provide, and Client's corresponding obligation to make payment for, maintenance and support services for the Tyler Software modules identified below ("EnerGov Modules") are temporarily suspended through six months from the date Client provides written notice to Tyler of Client's desire to resume implementation of the EnerGov Modules ("Suspension Period"). After the Suspension Period, Tyler will resume providing maintenance and support services immediately on the EnerGov Modules, said maintenance and support will be provided at no cost for six (6) months following the end of the Suspension Period. After six (6) months, Client shall pay annual maintenance and support fees for the EnerGov Modules at Tyler's then-current rates.
- a. EnerGov Permits & Inspections
  - b. EnerGov Professional Licensing
  - c. EnerGov eReview
  - d. EnerGov ESRI Integration
  - e. EnerGov iG Workforce Mobile
  - f. EnerGov IVR
  - g. EnerGov Intelligent Object Automation
  - h. EnerGov Citizen Access Portal
4. Changes to Maintenance and Support Invoices. In recognition of the removal of maintenance and support services for the Tyler Software modules identified in Paragraph 2, and the temporary suspension of maintenance and support services for the Tyler Software modules identified in Paragraph 3, Client's payment obligation for said services ceased effective July 1, 2018. As a result, Client's outstanding maintenance and support invoices are modified as follows:
- a. The outstanding balance on Invoice 045-228003, dated June 1, 2018, is hereby reduced by \$71,010.00 for a new outstanding balance of \$82,316.00.
  - b. The outstanding balance on Invoice 045-266751, dated June 1, 2019, is hereby reduced by \$73,142.00 for a new outstanding balance of \$84,788.00.
  - c. The outstanding balance on Invoice 045-305916, dated June 1, 2020, is hereby reduced by \$75,332.00 for a new outstanding balance of \$87,331.00.
  - d. The outstanding balance on Invoice 025-222514, dated May 15, 2018, is hereby reduced by \$55,810.00 for a new outstanding balance of \$0.00.
  - e. The outstanding balance on Invoice 025-258372, dated May 15, 2019, is hereby reduced by \$57,482.00 for a new outstanding balance of \$0.00.

- f. The outstanding balance on Invoice 025-295744, dated May 15, 2020, is hereby reduced by \$59,207.00 for a new outstanding balance of \$0.00.
5. Payment of Outstanding Amounts. On the Amendment Effective Date, the City will pay the updated outstanding balances on Invoice 045-228003 (\$82,316.00), Invoice 045-266751 (\$84,788.00), and Invoice 045-305916 (\$87,331.00) to cover the past-due maintenance and support fees for the modules licensed under the Agreement for which maintenance and support remains in effect. Following the payments made on the Amendment Effective Date, the City will continue to pay maintenance and support fees for the modules in which maintenance and support remains in effect in accordance with the terms of the Agreement.
6. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

**IN WITNESS WHEREOF**, the City and Contractor hereto have executed this Amendment as of the day and year first above written.

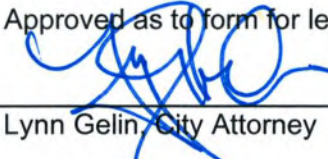
ATTEST:

**CITY OF DELRAY BEACH**



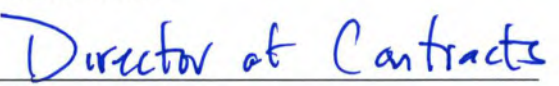
  
Katerri Johnson, City Clerk

BY:   
Jennifer Alvarez, Interim City Manager

Approved as to form for legal sufficiency:

  
Lynn Gelin, City Attorney

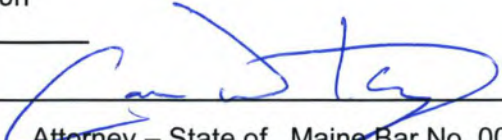
**TYLER TECHNOLOGIES, INC.**

By:   
  
Printed Name  
  
Title

STATE OF Maine  
COUNTY OF Cumberland

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of September, 2022, by Rob Kennedy-Jensen (name of person), as Dir. of Contracts (type of authority) for Tyler Technologies, Inc. (name of party on behalf of whom instrument was executed).

Personally known X OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

  
Attorney – State of Maine Bar No. 005291



One Tyler Drive  
Yarmouth, ME 04096

P: 800.772.2260  
F: 207.781.2459

[www.tylertech.com](http://www.tylertech.com)

9/22/20

Dear Ilyse:

Enclosed, please find one (1) original of the amendment signed by Tyler. After signature, please send a copy of the document to me at [colin.hay@tylertech.com](mailto:colin.hay@tylertech.com).

Thank you for choosing Tyler Technologies. Please do not hesitate to contact me at 1-800-772-2260, extension 4588, if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Colin Hay", written over a horizontal line.

Colin Hay  
Corporate Attorney

Enclosure

## CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Amend. No 3 Tyler Technologies

Department: Purchasing

Contact person: J. Triestman

City Manager approval ☐

City Commission approval ☒

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New ☐

Renewal\* ☐

Amendment\* ☒

\*Renewal: Only change is the agreement term

\*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

### Agreement Terms:

### Comments/Specific Provision in Agreement

Term (Duration of Agreement)	
Termination Clause	
Renewal Clause	
Insurance	City standard
Indemnification	City standard
Assignment	
Fiscal Funding Requirement	
FL. Public Records Provision (2016)	
Inspector General Provision	
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	

### Business Principles:

### Comments

Fees: Total Value	\$11,250
Fees: Per Fiscal Year	

### Other Issues:

### Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	This Amendment adds a new Exhibit A which removes modules never implemented by the City and requires a refund/credit for said modules.
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: William Bennett, Esq.

Reviewed and approved as to form and legal sufficiency only