



**CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444**

**AMENDMENT NO. 2 TO
RFP NO. 2016-069L AGREEMENT
FOR
ENTERPRISE RESOURCE PLANNING SOLUTIONS**

TYLER TECHNOLOGIES, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
RFP NO. 2016-069L AGREEMENT

THIS AMENDMENT NO. 2 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 22nd day of Aug, 2019.

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, in 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, the City requires the services of Contractor to install, configure, upgrade and/or restore various applications currently utilized by the City as stated in the RFS Authorization Forms, attached hereto and incorporated herein as Composite Exhibit "A"; and

WHEREAS, the value of the services to be provided by Contractor is within the City Manager's approval authority as stated in the City of Delray Beach Purchasing Procedures and Policies Manual; and

WHEREAS, the parties seek to amend the Agreement to include composite Exhibit A; 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. The Agreement is hereby amended to include the attached composite Exhibit "A," as a new Exhibit "D" to the Agreement.
3. 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 and this Amendment No. 2 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.

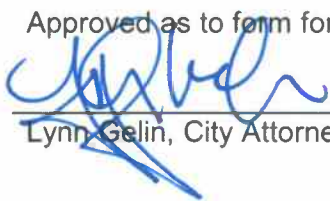
ATTEST:

CITY OF DELRAY BEACH

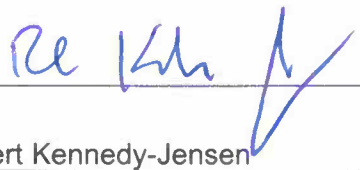

Katerri Johnson, City Clerk

BY: 
Neal de Jesus, Interim City Manager

Approved as to form for legal sufficiency:


Lynn Gelin, City Attorney

TYLER TECHNOLOGIES, INC.

By: 
Robert Kennedy-Jensen

Printed Name

Director of Contracts


Title

(SEAL)

STATE OF Maine

COUNTY OF Cumberland

The foregoing instrument was acknowledged before me this 13 day of August , 2019, by Robert Kennedy-Jensen , as Director of Contracts (name of officer or agent, title of officer or agent), of Tyler Technologies, Inc. (name of corporation acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced N/A (type of identification) as identification.


Notary Public – State of Maine

ANDREA L. FRAVERT
Notary Public - Maine
My Commission Expires
June 1, 2022



RFS Authorization Form

Please return this completed Request For Service form with authorized signature to Tyler Technologies. This project will be scheduled on the first available date following receipt of a signed copy of this form.

RFS Number 7045564

RFS Date June 4, 2019

| CLIENT INFORMATION | | COSTS | |
|--------------------|---|------------------|-------------------|
| Name | City of Delray Beach, FL | New Server Build | \$9,000.00 |
| Address | 100 NW 1st Ave Delray Beach, FL 33444-2612 | ERP Upgrade | \$0.00 |
| Phone | 5612437130 | Tyler IP Install | \$0.00 |
| | | Other | \$0.00 |
| Invoice Total | | | \$9,000.00 |

| CONTACT INFORMATION | | | |
|---------------------|--------------------|--------------|--------------------------|
| Name | Title/Role | Phone | Email |
| Don Marese | IT Project Manager | 561-243-7146 | marese@mydelraybeach.com |

SERVICE DESCRIPTION

The NEW SQL server service requested includes:
 Installing and configuring Windows SQL Server.
 Restoring all New World ERP databases to the new SQL server at go live.
 The building and cutover of the SQL server will take place on the same day unless noted by your scheduler. We will install all 3 servers at the same time, but only move the DB for Test.
 The Train and Live DB will be cutover to the new SQL server when we upgrade those servers.

| Item | Cost | Detail |
|------------------|----------|--------|
| New Server Build | \$ 3,000 | SQL; |
| New Server Build | \$ 3,000 | SQL; |
| New Server Build | \$ 3,000 | SQL; |

- Tasks expected for the customer to perform:
- Data validation/testing services – post migration
 - Building new server with Windows OS
 - Review check.tylertech.com for server requirements

Issues that are software driven and not migration driven will go through the normal channels of the Support Center.

CLIENT AGREEMENTS

For any upgrade service offerings where I have waived Tyler Technologies assistance, I agree that any service expense required by Tyler Technologies to bring my environment into compliance will be borne by my agency.

- Software support and warranty will be routed through the normal support channels.
- Cancelling or rescheduling an appointment within 2 business days will result in a \$250 administration fee for rescheduling. If the environments/customer contact are not prepared and the installation needs to stop, a \$250 administration fee will be charged for rescheduling.

The signature below authorizes Tyler Technologies to invoice the Client at the appropriate fee based on service being provided. The total fees will be billed upon execution. Full payment is due within 30 days. Pricing is valid for 30 days from date of RFS.

Authorized Signature: _____

Date: _____

Name (Printed): _____

Job Title: _____



Please return this completed Request For Service form with authorized signature to Tyler Technologies. This project will be scheduled on the first available date following receipt of a signed copy of this form.

RFS Number 6954948

RFS Date April 18, 2019

CLIENT INFORMATION

Name City of Delray Beach, FL
 Address 100 NW 1st Ave
 Delray Beach, FL 33444-2612
 Phone 5612437130

COSTS

| | |
|----------------------|-------------------|
| New Server Build | \$0.00 |
| ERP Upgrade | \$2,250.00 |
| Tyler IP Install | \$0.00 |
| Other | \$0.00 |
| Invoice Total | \$2,250.00 |

CONTACT INFORMATION

| Name | Title/Role | Phone | Email |
|------------|-----------------------------|----------------|--------------------------|
| Ron Abbott | Technical Support Analyst I | (561) 243-7047 | abbotr@mydelraybeach.com |

SERVICE DESCRIPTION

Each ERP upgrade will include the following:

1. Upgrade the New World ERP Solution on the current application servers
2. Upgrade eSuite, DSS, MIU Patches, HUB and myCommunity (if applicable)
3. Testing of reporting (HTML to PDF/SSRS), Workforce and eHR login.
4. Two Tyler IP upgrades included. Customer must be licensed to the product to receive the upgrade. e.g. TCM, Tyler Forms, Tyler Cashiering, Transparency, and CAFR

| Item | Cost | Detail |
|-------------|----------|--------------------------|
| ERP Upgrade | \$ 2,250 | 3 application upgrade(s) |

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