



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

AMENDMENT NO. 6 TO  
RFP NO. 2016-069L AGREEMENT  
FOR  
ENTERPRISE RESOURCE PLANNING SOLUTIONS

TYLER TECHNOLOGIES, INC.

CITY OF DELRAY BEACH  
AMENDMENT NO. 6 TO  
RFP NO. 2016-069L AGREEMENT

THIS AMENDMENT NO. 6 to the Agreement for RFP No. 2016-069L 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 19<sup>th</sup> day of July, 2022.

WITNESSETH:

**WHEREAS**, on July 12, 2016, the City entered into an agreement with Contractor for an Enterprise Resource Planning Solution (hereinafter referred to as the "Agreement"); and

**WHEREAS**, in November 2016, the City and Contractor entered into Amendment No. 1 to the Agreement whereby Contractor agreed to provide a performance bond; and

**WHEREAS**, on August 22, 2019, the City and Contractor entered into Amendment No. 2 to the Agreement whereby Contractor agreed to install, configure, upgrade and/or restore various applications currently utilized by the City; and

**WHEREAS**, in October of 2020, the City and Contractor entered into Amendment No. 3, acknowledging the City never implemented certain modules, discontinuing ongoing maintenance obligations for said modules, and providing an appropriate adjustment to outstanding invoices; and

**WHEREAS**, on August 17, 2021, the City and Contractor entered into Amendment No. 4 to the Agreement renewing maintenance and support for five 1-year renewal terms; and

**WHEREAS**, on December 14, 2021, the City and Contractor entered into Amendment No. 5 to add software as a service (SaaS) for EnerGov, MyCivic Bundle, and related services beginning May 1, 2022; and

**WHEREAS**, Contractor desires to amend the Agreement to begin SaaS services on September 1, 2022; and

**WHEREAS**, Contractor agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment.

**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. Exhibit "A" to Amendment No. 5 is deleted and replaced in its entirety with a new Exhibit "A", which is attached hereto and incorporated herein.

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, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6 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  
Katerri Johnson, City Clerk

BY: Shelly Petrolia  
Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:  
Lynn Gelin  
Lynn Gelin, City Attorney

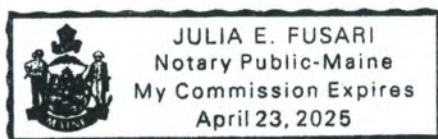
TYLER TECHNOLOGIES, INC.

By: Robert Kennedy-Jensen  
Robert Kennedy-Jensen  
Printed Name  
Group General Counsel  
Title

(SEAL)

STATE OF Maine  
COUNTY OF Cumberland

The foregoing instrument was acknowledged before me this 11th day of July, 2022, by Robert Kennedy-Jensen, as Group General Counsel (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~~ \_\_\_\_\_ (type of identification) as identification.



Julia E. Fusari  
Notary Public – State of Maine



# Exhibit "A"



Quoted By: Garth Magness  
 Date: 11/16/2021  
 Quote Expiration: 3/31/2021  
 Quote Name: City of Delray Beach-EnerGov-SaaS  
 Quote Number: 2021-129855  
 Quote Description: EnerGov SaaS - BMT Deployment

**Sales Quotation For**  
 City of Delray Beach  
 100 NW 1st Ave  
 Delray Beach, FL 33444-2612  
 Phone: +1 (561) 243-7130

SaaS			One Time Fees
Description	# Years	Annual Fee	Data Conversion
Civic Services			
EnerGov Advanced Automation Bundle	5.0	\$4,972	\$0
EnerGov Business Management Suite ( 10 )	5.0	\$25,080	\$14,100
EnerGov Citizen Self Service - Business Management	5.0	\$9,615	\$0
EnerGov Citizen Self Service - Community Development	5.0	\$9,615	\$0
EnerGov Community Development Suite ( 60 )	5.0	\$150,480	\$30,550
EnerGov Core Foundation Bundle	5.0	\$2,652	\$0
EnerGov Decision Engine	5.0	\$9,615	\$0
EnerGov iG Workforce Apps - Site License	5.0	\$0	\$0
MyCivic Bundle	5.0	\$11,052	\$0
Tyler 311/Incident Management	5.0	\$6,079	\$0
Tyler GIS - Site License	5.0	\$0	\$0
Data and Reporting			
Socrata-EnerGov Executive Insights Bundle	5.0	\$11,052	\$0
EnerGov Community Development API Toolkit	5.0	\$12,389	\$0
EnerGov Content Management API	5.0	\$4,342	\$0
EnerGov Report Toolkit	5.0	\$0	\$0
Additional Software			
EnerGov Assist Advanced	5.0	\$40,000	\$0
EnerGov Hosted Report Managment	5.0	\$0	\$0
Tyler Cashiering for EnerGov	5.0	\$0	\$0
Sub-Total:		\$296,943	\$44,650
Less Discount:		\$64,237	\$0
TOTAL:		\$232,706	\$44,650

**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Civic Services - Onsite Hours	552	\$210	\$115,920	\$0
Civic Services - Remote Hours	1604	\$185	\$296,740	\$0
Data and Reporting - Onsite Hours	40	\$210	\$8,400	\$0
Data and Reporting - Remote Hours	120	\$185	\$22,200	\$0
Project Management	288	\$185	\$53,280	\$0
Executive Insights Implementation	1	\$10,500	\$10,500	\$0
Total:			\$507,040	\$0

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler SaaS		\$232,706.00
Total Tyler Services	\$551,690.00	\$0.00
Total Third Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$551,690.00</b>	<b>\$232,706.00</b>
<b>Contract Total (Excluding Estimated Travel)</b>	<b>\$1,715,220.00</b>	
<b>Estimated Travel Expenses</b>	<b>\$47,000.00</b>	

**Detailed Breakdown of Conversions (Included in contract total)**

Description	Unit Price	Unit Discount	Extended Price
<b>Conversion Services</b>			
EnerGov Community Development Conversion	\$30,550	\$0	\$30,550
EnerGov Business Management Conversion	\$14,100	\$0	\$14,100
Total:			\$44,650

**Tyler SaaS / Subscription Discount Detail**

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
<b>Civic Services</b>			
EnerGov Advanced Automation Bundle	\$4,972	\$1,243	\$3,729
EnerGov Business Management Suite	\$25,080	-\$16,302	\$18,810
EnerGov Citizen Self Service - Business Management	\$9,615	\$2,404	\$7,211
EnerGov Citizen Self Service - Community Development	\$9,615	\$2,404	\$7,211
EnerGov Community Development Suite	\$150,480	-\$110,352	\$112,860

EnerGov Core Foundation Bundle	\$2,652	\$663	\$1,989
EnerGov Decision Engine	\$9,615	\$2,404	\$7,211
EnerGov iG Workforce Apps - Site License	\$0	\$0	\$0
MyCivic Bundle	\$11,052	\$2,763	\$8,289
Tyler 311/Incident Management	\$6,079	\$1,520	\$4,559
Tyler GIS - Site License	\$0	\$0	\$0
<b>Data and Reporting</b>			
Socrata-EnerGov Executive Insights Bundle	\$11,052	\$2,763	\$8,289
EnerGov Community Development API Toolkit	\$12,389	\$3,097	\$9,292
EnerGov Content Management API	\$4,342	\$1,086	\$3,256
EnerGov Report Toolkit	\$0	\$0	\$0
<b>Additional Software</b>			
EnerGov Assist Advanced	\$40,000	\$0	\$40,000
EnerGov Hosted Report Management	\$0	\$0	\$0
Tyler Cashiering for EnerGov	\$0	\$0	\$0
<b>Total:</b>	<b>\$296,943</b>	<b>\$64,237</b>	<b>\$232,706</b>

#### Optional SaaS

Optional SaaS			One Time Fees
Description	Years	Annual Fee	Data Conversion
Civic Services			
EnerGov e-Reviews	5.0	\$16,577	\$0
Sub-Total:		\$16,577	\$0
Less Discount:		\$4,144	
Total:		\$12,433	\$0

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.

Client Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_



## Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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.

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.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>



## Comments

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent.

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 0 unique business transactions, 0 template business transactions, 0 geo-rules and 0 automation events. Configuration elements beyond this will be owned by the client.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" of 30 unique business transactions, 30 template business transactions, 18 geo-rules and 18 automation events. Configuration elements beyond this will be owned by the client.

Tyler Software set forth in this sales quotation (otherwise referred to as "Order Form") as Software as a Service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with this Order Form, your right to use the applicable Tyler Software or SaaS Services will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Tyler shall commence the "Initiate and Plan" stage of the implementation on or before July 12, 2022. The term for Tyler Software provided as SaaS pursuant to this Order Form shall commence on September 1, 2022, unless Tyler fails to "Provide Initial Project Documents to Delray Beach" as required in the Stage I Chart of Initial Coordination of the "Initiate and Plan" stage. If initial project documents are not provided by September 1, 2022, the term for Tyler Software provided as SaaS shall be delayed until such time Tyler provides the initial project documents. Client shall pay a prorated annual fee beginning September 1, 2022, until the following June 30th, unless Tyler fails to "Provide Initial Project Documents to Delray Beach" as required in the Stage I Chart of Initial Coordination of the "Initiate and Plan" stage, in which case the prorated annual fee shall begin on the 1st day of the month after Tyler "Provide[s] Initial Project Documents to Delray Beach" until the following June 30th. Thereafter, SaaS Fees shall be invoiced annually, in advance, in accordance with the SaaS Services Terms but with no increase in the annual SaaS Fees until 7/1/27. For the avoidance of doubt, and notwithstanding any language in terms linked from this sales quotation, both parties agree that the term for annual maintenance and any SaaS Services under the Agreement shall commence July 1st each year, with renewal, termination, and expiration governed by the terms of the Agreement.

Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services is subject to Tyler's Socrata SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing this Order Form or the amendment to which it is attached, or accessing, installing, or using any of the Tyler solutions listed as at the terms linked herein, you certify that you have reviewed, understand, and agree to such terms.

Fees for professional services shall be invoiced in accordance with Exhibit C, Schedule 1 of the Agreement. The attached Statement of Work describes how the professional services will be provided to implement the Tyler Software listed in this sales quotation, including Tyler's and Client's respective roles and responsibilities in connection with that implementation.