



AMENDMENT #3

This amendment ("Amendment") is made this ____ day of _____, 2019 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Clearwater with offices at 112 S. Osceola Ave., Clearwater, Florida 33756 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated March 16, 2017, as amended ("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 the Client agree as follows:

1. Adding Licensed Software. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to Exhibit A of the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms, which supplement and/or modify the payment terms in Exhibit B of the Agreement for the software added herein:
 - a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Amendment #3 Available Download Date").
 - b. Maintenance Fees. Year 1 annual maintenance and support fees are waived through the first anniversary of the Amendment #3 Available Download Date. Year 2 annual maintenance and support fees, prorated for a time period commencing on the first anniversary of the Amendment #3 Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the first anniversary of the Amendment #3 Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
 - c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
 - d. Payroll Tax Table Update Fee. The first year Payroll Tax Table Update Fee for the one-year period commencing on the Amendment #3 Available Download Date is waived. Subsequent annual Payroll Tax Table Updates fees will be due on the anniversary of the Amendment #3 Available Download Date. Annual Payroll Tax Table Update services will renew automatically for additional one-year terms at our then-current Annual Payroll Tax Table Update service fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Adding a Statement of Work. The Statement of Work for phase two of this implementation, attached hereto as Exhibit 2, is hereby added to the Agreement.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions

of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Clearwater

By: Andrea L. Fravert

By: _____

Name: Andrea L. Fravert

Name: _____

Title: Director of Legal Affairs

Title: _____

Date: 1/4/2019

Date: _____

Countersigned:

CITY OF CLEARWATER, FLORIDA

By: _____

George N. Cretekos

William B. Horne II

Mayor

City Manager

Approved as to form:

Attest:

Owen Kohler

Rosemarie Call

Assistant City Attorney

City Clerk



Exhibit 1

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Tim Vickers
 Date: 11/19/2018
 Quote Expiration: 12/19/2018
 Quote Name: City of Clearwater-ERP-Munis-Payroll/HR
 Quote Number: 2018-52290
 Quote Description: Final Quote 11/19/2018 for Payroll/HR

Sales Quotation For

City of Clearwater
 112 S Osceola Ave
 Clearwater, FL 33756-5106
 Phone +1 (727) 562-4040

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Human Capital Management:						
Human Resources & Talent Management	\$28,800.00	0	\$0.00	\$0.00	\$28,800.00	\$5,184.00
Payroll w/ESS	\$47,300.00	0	\$0.00	\$27,800.00	\$75,100.00	\$8,514.00
Recruiting	\$9,150.00	0	\$0.00	\$0.00	\$9,150.00	\$1,647.00
Additional:						
Payroll Tax Table Updates	\$0.00	0	\$0.00	\$0.00	\$0.00	\$1,000.00
Sub-Total:	\$85,250.00		\$0.00	\$27,800.00	\$113,050.00	\$16,345.00
<i>Less Discount:</i>	<i>\$0.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$16,345.00</i>
TOTAL:	\$85,250.00	0	\$0.00	\$27,800.00	\$113,050.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
50% Dedicated Implementation Consultant for Payroll/HR	89	\$1,275.00	\$0.00	\$113,475.00
Miscellaneous Implementation Days	20	\$1,275.00	\$0.00	\$25,500.00
Project Planning Services	1	\$16,000.00	\$0.00	\$16,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Forms Library - Payroll	1	\$1,500.00	\$0.00	\$1,500.00
Tyler Forms Library - Personnel Action	1	\$1,400.00	\$0.00	\$1,400.00
TOTAL:				\$160,875.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$85,250.00	\$0.00
Total Tyler Services	\$188,675.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$273,925.00	\$0.00
Contract Total	\$273,925.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$20,000.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Payroll - Accrual Balances	\$2,500.00	\$0.00	\$2,500.00
Payroll - Accumulators up to 5 years	\$2,000.00	\$0.00	\$2,000.00
Payroll - Certifications	\$2,000.00	\$0.00	\$2,000.00
Payroll - Check History up to 5 years	\$2,000.00	\$0.00	\$2,000.00
Payroll - Deductions	\$2,800.00	\$0.00	\$2,800.00
Payroll - Earning/Deduction Hist up to 5 years	\$3,500.00	\$0.00	\$3,500.00
Payroll - Education	\$2,000.00	\$0.00	\$2,000.00
Payroll - PM Action History up to 5 years	\$2,000.00	\$0.00	\$2,000.00
Payroll - Position Control	\$2,000.00	\$0.00	\$2,000.00
Payroll - Recruiting	\$2,000.00	\$0.00	\$2,000.00
Payroll - Standard	\$3,000.00	\$0.00	\$3,000.00
Payroll - State Retirement Tables	\$2,000.00	\$0.00	\$2,000.00
TOTAL:			\$27,800.00

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

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Payroll/HR:						
Human Resources & Talent Management	\$28,800.00	\$0.00	\$28,800.00	\$5,184.00	\$5,184.00	\$0.00
Payroll w/ESS	\$47,300.00	\$0.00	\$47,300.00	\$8,514.00	\$8,514.00	\$0.00
Recruiting	\$9,150.00	\$0.00	\$9,150.00	\$1,647.00	\$1,647.00	\$0.00
Additional:						
Payroll Tax Table Updates	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
TOTAL:	\$85,250.00	\$0.00	\$85,250.00	\$16,345.00	\$16,345.00	\$0.00

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.

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.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

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

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.



Exhibit 2
Phase Two Statement of Work