

**AMENDMENT NO. 7
TO AGREEMENT FOR CONTRACT SERVICES**

THIS AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 7”) by and between the City of Carson, a California municipal corporation (“City”) and Tyler Technologies, Inc., a Delaware corporation (“Consultant” or “Tyler”), is effective as of the ____ day of _____, 2024 (“Effective Date”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated November 28, 2016 ("Agreement"), whereby Consultant agreed to provide City, and fully implement with City’s assistance, an Enterprise Resource Planning System (“ERP System”), including (1) converting then existing City data to a format suitable for use in the ERP System, (2) training City staff on how to use the ERP System, (3) and maintaining and supporting all Consultant software licensed to City as part of the Agreement.

B. The Contract Sum under the Agreement was \$1,032,627.16 and the Agreement Term was from the effective date of the Agreement until 6 years after the Available Download Date, as defined in Exhibit A-2 of the Agreement. The Available Download Date has been established as December 28, 2016, which means the Term of the Agreement expires December 27, 2022. City retains the option to thereafter renew the Agreement, including the Maintenance and Support Agreement, and any other ongoing services that Consultant may provide to the City, for one six (6) year term, and then subsequently for an unlimited number of two (2) year terms.

C. There was an error in the calculation used to determine the Contract Sum in the Agreement, as the Contract Sum should have been \$1,030,903.46 rather than \$1,032,627.16, a differential of \$1,723.70. Therefore, any modifications made to the Contract Sum via this Amendment No. 6 and any prior amendments shall be treated as though the Contract Sum in the Agreement were \$1,030,903.46.

D. City and Consultant amended the Agreement for the first time through an amendment dated August 21, 2017 (“Amendment No. 1”) whereby the Cash Management software and related license were removed from the Scope of Services in exchange for Consultant giving City \$8,500 credit to be applied toward license fee of \$5,900 for Contract Management software when such software became available for download for City, and the remaining \$2,600 credit to be applied to software license fee for any Tyler Software Products “hereafter acquired” by City.

E. City and Consultant amended the Agreement for the second time through an amendment dated November 8, 2017 (“Amendment No. 2”) whereby the Tyler Forms Individual Financial Forms costing \$6,000 were removed from the Scope of Services, and Tyler Forms AP Lookup was added to the Scope of Services, decreasing the Contract Sum from \$1,030,903.46 to \$1,024,903.46.

F. On or about February 26, 2018, the Parties added TSM annual maintenance services (“Amendment No. 3”) to the Agreement to allow Consultant to proactively monitor City’s system for an additional \$16,174 per annum for a four-year period, increasing the Contract Sum from \$1,024,903.46 to \$1,089,599.46.

G. City and Consultant amended the Agreement for the fourth time through an amendment dated February 13, 2019 (“Amendment No. 4”) whereby the following software and licenses were removed from the Scope of Services: Work Orders, Fleet and Facilities Management, and Inventory. In recognition of license fees already paid for the above, City was issued a credit of \$21,080 toward implementation services added through Amendment No. 4 for which an additional \$7,800 was added to allow for travel costs incurred by Consultant associated with such implementation services. resulting in an increased Contract Sum from \$1,089,599.46 to \$1,097,399.46.

H. City and Consultant amended the Agreement for the fifth time through an amendment dated November 8, 2021 (“Amendment No. 5”) whereby the Parties agreed that City would not receive support and maintenance services for the following applications: Permits and Code Enforcement, Business Licenses, Central Property File, and Annual Comprehensive Financial Report. In return, Consultant agreed to provide City a discount in the amount of \$56,075.00 (\$11,215 per year over five (5) years) off the EnerGov application.

I. City and Consultant amended the Agreement for the sixth time through an amendment dated April 5, 2022 (“Amendment No. 6”) to (1) convert all services to a SaaS model, (2) allow City to avail itself of Consultant’s Upgrade Assistance services during the SaaS transition process, (3) provide City with Consultant’s EnerGov services to empower the City to better connect departments, processes and citizens for enhanced collaboration and communication, and (4) provide City with Consultant’s Tyler Payments services for management of all aspects of City’s payment processing, all for an additional Contract Sum of \$2,106,596.36 which, when added to the existing Contract Sum of \$1,097,399.46 resulted in an increased total Contract Sum of \$3,203,995.82.

J. Amendment No. 6 also extended the Term to a date that is five (5) years after the first day of the first month following the date Consultant makes the SaaS environment available to the City (the “Initial SaaS Term Commencement Date”). The Parties acknowledge that the Initial SaaS Term Commencement Date is October 1, 2022 and therefore, the Term expires September 30, 2027.

K. Amendment No. 6 terminated City’s obligations to pay maintenance and support fees pursuant to the Agreement and provided that City shall receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the Initial SaaS Term Commencement Date. Upon availability of the SaaS environment, Consultant’s obligations pursuant to the Maintenance and Support Agreement to support, maintain, and update the Tyler Software licensed under the Agreement, terminated.

L. Prior to the Parties entering into Amendment No. 6, there existed some doubt as to whether Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 were duly approved and executed by City (collectively, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6 shall hereinafter be referred to as “Amendments”); accordingly, through Amendment No. 6, the City and Consultant ratified, affirmed and approved Amendments Nos. 1 through 5 as though all were duly approved and executed by the Parties.

M. Commencing effective April 1, 2022, the Parties agreed to deduct \$1,042.25 per quarter from the Contract Sum (\$22,929.50 through end of the Term, September 30, 2027), for removal of CSS from the Scope of Services

N. Commencing effective July 1, 2023, the Parties agreed to deduct \$8,138.50 per quarter from the Contract Sum (\$138,354.50 through end of the Term, September 30, 2027), for removal of Business License component of EP&L from the Scope of Services.

O. Now, the Parties seek to again amend the Agreement to add products and services to the Scope of Services for an additional not to exceed Contract Sum of \$1,437,075.75. Such additional products and services will include Cash Management, Employee Access, Civic Services, Enterprise Asset Management, Document Management, Capital Projects Explorer, Open Finance, DocuSign Signature Service, 3rd Party Applicant Tracking API Connector, PACE 9 Days 6 Connect, and associated professional services. Adding \$1,437,075.75 to the Contract Sum of \$3,203,995.82 and deducting \$161,284.00 for removal of CSS and Business License results in an adjusted Contract Sum of \$4,479,787.57.

TERMS

1. Recitals. The Recitals set forth above are hereby incorporated into this Amendment No. 7 by this reference, as though fully set forth herein.

2. Defined Terms. All words, terms and phrases used or referenced in this Amendment No. 7, not expressly defined in this Amendment No. 7, shall have the same meaning ascribed to them in the Agreement, as amended.

3. Contract Changes. The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike-through~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation including reimbursement for actual expenses, shall not exceed *Four Three Million Four Two Hundred Seventy Nine Three Thousand Seven Nine Hundred Eighty Seven Ninety Five Dollars and Fifty Seven Eighty Two Cents (\$4,479,787.57*~~\$3,203,995.82)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. It is expressly

understood and agreed by the Parties that the Contract Sum attributable to Task I.D. of the Scope of Services accounts for 5 years of City usage of the services commencing on the Initial SaaS Term Commencement Date along with related Tasks set forth in the Scope of Services, and the Contract Sum attributable to Task I.F. of the Scope of Services accounts for 5 years of City usage of the services commencing on the Initial SaaS Term Commencement Date along with related Tasks set forth in the Scope of Services. *It is also expressly understood that City will not be charged except to the extent a particular product or module has been implemented for City's use.* The not to exceed amount is based on the mutually agreed scope of services and may not be exceeded unless approved by the Contract Officer in advance pursuant to Section 1.8 of this Agreement. For the avoidance of doubt, in the event that the estimated travel budget provided for in Exhibit C is exceeded, Tyler shall continue to travel as needed to reasonably perform the services for the mutually agreed scope provided for under this Agreement, and City shall not be responsible for any reimbursements detailed herein for such travel.”

B. The following text of the Agreement regarding incorporation of exhibits is hereby amended to read in its entirety as follows:

“Exhibits A, A-1, A-2, A-3, *A-4*, B, B-1, C, C-1, C-2, C-3, *C-4*, D, E and F are hereby incorporated into this Agreement.”

C. Exhibit “A” (Scope of Services) of the Agreement is hereby replaced in its entirety with Exhibit “A” (Scope of Services) of this Amendment No. 7, attached hereto and incorporated herein by this reference.

D. Exhibit “A-4” (Scope of Services), attached hereto and incorporated herein by this reference, is hereby added to the Agreement as part of the Scope of Services.

E. Exhibit “C” (Schedule of Compensation) of the Agreement is hereby replaced in its entirety with Exhibit “C” (Schedule of Compensation) of this Amendment No. 7, attached hereto and incorporated herein by this reference.

F. Exhibit “C-4” (Detailed Cost Schedule), attached hereto and incorporated herein by this reference, is hereby added to the Agreement detailing the cost breakdown of the additional scope of services described in Exhibit “A-4.”

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 7, all provisions of the Agreement and Amendments shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 7, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by the Amendments and this Amendment No. 7.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendments, and this Amendment No. 7, including those described in the recitals of this Amendment No. 7. Each party represents and warrants to the other that there

have been no written or oral modifications to the Agreement other than as provided herein and the Amendments. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 7, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 7 Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 7.

7. Authority. The persons executing this Amendment No. 7 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 7 on behalf of said party, (iii) by so executing this Amendment No. 7, such party is formally bound to the provisions of this Amendment No. 7, and (iv) the entering into this Amendment No. 7 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 7 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 7.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 7 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TYLER TECHNOLOGIES, INC.,
a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 1 Tyler Drive
Yarmouth, ME 04096

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

- I. **Consultant will perform the services and provide the products detailed in the Statement of Work ("SOW"), attached as Exhibit A-1. Tasks I.D through I.G shall apply and become effective as of the Effective Date of Amendment No. 6. *Additional Tasks apply and shall become effective as of the effective date of this Amendment No. 7 as set out in Exhibit A-4. All services and products shall include the following as well as those set out in Exhibit A-4:***
- A. **ERP System.** Tyler will provide the City with, and fully implement with the City's assistance, an Enterprise Resource Planning System ("ERP System").
- B. **Implementation of ERP System.** Tyler shall be responsible for assisting the City in the full implementation of each module. Implementation shall include the following:
1. Conversion of City data to a format suitable for use in the ERP System;
 2. Training City staff on how to use the ERP System;
 3. Any other implementation-related services itemized in Exhibit C-1 and detailed in the SOW.
- C. **Maintenance and Support.** Tyler will provide maintenance and support for all Tyler software licensed to the City as part of this Agreement. Such maintenance and support shall be in accordance with the Maintenance and Support Agreement in Exhibit A-2 and the Support Call Process in Exhibit A-3. Said maintenance and support will terminate upon availability of the SaaS environment.
- D. **MUNIS SaaS - Software as a Service.** Tyler will redeploy the City's Munis applications and data from City's on-premise scenario to Tyler SaaS Data Center through a proven methodology for the least disruption. Tyler's SaaS service provides ongoing support, maintenance, and upgrades of the applications, hardware, and operating system. Tyler's Data Center is fortified with fully redundant systems with no single point of failure. By transitioning to the SaaS deployment model, the City will realize the following benefits:
- IT resources are freed up to enable work on more strategic initiatives.
 - Costly hardware purchases, upgrades and maintenance are avoided.
 - Munis SaaS provides a consistent cost that can be easily budgeted for the duration of the agreement.

- Built in Disaster Recovery services.
- Easy and secure access for users no matter their location.
- Easy to stay up to date on the latest versions and technology.
- 24/7/365 on-call coverage for critical outages.

E. Upgrade Assistance. During the SaaS transition process, City will also upgrade to one of Tyler Munis newer versions that the City chooses. With the PACE Upgrade Management Assistance service, Tyler provides a project manager who will work with the City to understand any specific needs and design and manage a project plan for a successful upgrade. The project manager will deliver a comprehensive statement of work, a project plan to include a refresh schedule for all associated Tyler products, and bi-weekly status meetings to ensure success. In addition to the Upgrade Management Assistance, it includes implementation days for Tyler subject matter experts to work with City users to provide hands-on training of the new features and functionality within the upgraded version.

F. EnerGov. Tyler's EnerGov Community Development and Business Development suites will empower the City to better connect departments, processes and citizens for enhanced collaboration, communication and an overall return on investment.

Community Development module allows City to automate its operations in land use, planning, permitting, enforcement case management, inspections, and more. EnerGov allows for planning, review, and enforcement at the click of a mouse or touch of a screen in the field.

Business Development module expedites and automates the administration of licensing and regulatory review, approval, issuance, renewal, revenue collection, investigation, or enforcement processes. It helps connect disparate departments and agencies including business licensing, professional and occupational licensing, alcohol control, revenue collection, business tax, regulated services, environmental control, fire, industrial compliance and more.

EnerGov integrates GIS functionality throughout its software solutions while creating a new level of transparency and constituent interaction with the Citizen Access portal. EnerGov integrates seamlessly with the City's current Munis financials creating real-time receivable information and processing efficiencies.

G. Tyler Payments. Tyler Payments can manage all aspects of the City's payment processing including merchant services onboarding, shopping cart, check-out, fee handling, and receipts. Tyler Payments can not only make the EnerGov payment processing streamlined but can also be used for any Munis (including General Billing) or non-Munis generated receivable. Tyler Payments works with the City's current Citizen Self Service and Cashiering applications. Tyler Payments is accessible from any device, enabling constituents to make payments from

anywhere, any time. Tyler will charge City a service fee of 2.95% per transaction and remit balance to City.

- II. OPTIONAL SERVICES.** City may request additional services from Consultant at a future date pursuant to Section 1.8 of the Agreement and Exhibit C, Section II, and Exhibit C-1.

EXHIBIT "A-4"

SCOPE OF SERVICES

Consultant will perform the services and provide the products detailed hereunder.

All such services and products shall include:

Consultant will provide the City with, and fully implement with the City's services and products, an Enterprise Resource Planning System and listed Tyler applications in this Exhibit A-4, Sections A through M.

Implementation of the listed applications, Sections A through K. Consultant shall be responsible for assisting the City in the full implementation of each module.

Implementation shall include the following:

1. Conversion of City data to a format suitable for use in the Enterprise Asset Management;
2. Training City staff on how to use applications in Tyler Amendment #6 and listed application in this Exhibit, Sections A through M;
3. Any other implementation-related services itemized in the SOW.

Maintenance and Support. Consultant will provide maintenance and support for all Consultant software licensed to the City as part of this Agreement. Such maintenance and support shall be in accordance with the Maintenance and Support Agreement consistent with Tyler Amendment #6.

Section A. Cash Management. Cash Management streamlines critical processes for the Finance and Treasurer's Department by automating key functions. It handles disbursement and check reconciliation from accounts payable and payroll, maintains a separate file for recording bank account transactions, and ensures bank reconciliation between Enterprise ERP cash accounts and corresponding bank accounts. Noteworthy features include easy file processing, manual check clearance, and cash account reconciliation reports. The bank reconciliation module allows creating multiple bank account numbers, defining GL cash accounts, and providing reconciliation files for adjustments, deposits, accounts payable, and payroll. It imports outstanding journal entries accurately and supports search criteria for bank items. The system calculates reconciliation balance based on entered bank balance and outstanding amounts, aiming for alignment with the current GL balance after accounting for bank fees and adjustments.

Section B. Employee Access. Employee Access is a powerful tool that empowers staff, retirees, and job applicants to manage their information effectively while enhancing HR processes. Whether you're at your desk or in a business meeting, Employee Access is optimized to work wherever your day takes you. Here are the key advantages: track team performance, manage

employee evaluations, goals, feedback, and analytics; securely access personal information, including pay, tax documents, and pay stubs; allow retirees to view tax documents and benefit elections. Additionally, Employee Access streamlines online benefit enrollment, simplifies reporting, and ensures accurate data. It's a valuable resource for both employees and employers.

Section C. Civic Services. Community Development Suite, Enterprise Permitting & License Mobile, and Enterprise Permitting & Licensing View Only License are part of Civic Services platform. City of Carson is adding more licenses and implementation hours because we will have more employees using the applications. Civic Services streamlines governmental operations related to land use planning, permitting, enforcement case management, and inspections. This multi-dimensional building permitting software enables efficient planning, review, and enforcement from office computers or field screens. Key features include workflow management, eReviews for streamlined reviews, and tools for managing inspections. By automating processes, it reduces human error, limits agency liability, and ensures accurate tracking of plan approvals and permits issued.

Section D. Enterprise Service Requests. Enterprise Service Requests is a central component of an integrated civic request management system. It handles requests from various channels, manages resolutions, and provides valuable insights for internal stakeholders. The system integrates with other Tyler software, streamlining workflows across departments and eliminating silos. Key features include robust request intake channels (including a citizen portal and mobile app), automated notifications, and efficient resolution management. Overall, it enhances communication with citizens and ensures timely issue resolution. Some benefits include reducing misuse of the 911 emergency call system, providing convenient communication to city services, and preventing request duplication.

Section E. My Civic. My Civic is a mobile app platform designed to bridge the gap between local governments and their communities. By offering a single, customizable app, My Civic allows residents, visitors and business owners to easily access government services, information and resources. Residents can stay informed through push notifications, view community events and report issues directly through the app. The platform empowers residents to be more engaged with their community, while government organizations can improve communication, share information and receive real-time feedback.

Section F. Enterprise Asset Management. Tyler's asset maintenance functionality, which is part of Enterprise Asset Management (EAM), enables organizations to efficiently manage physical assets. Key features include tracking, rating, and managing assets throughout their life cycles, maintaining detailed inventory, performing preventive maintenance, conducting inspections, and handling on-demand work orders. The system also facilitates informed decisions regarding asset repair or replacement and streamlines maintenance processes from design to construction. Additionally, it integrates seamlessly with Field Sheet Mobile, allowing field technicians to access and update asset data efficiently.

Additionally, Field Sheet Mobile is a mobile app designed for EAM. City Staff can use it to check assignments, execute work orders, and create new ones. The app works offline and syncs with Tyler's Enterprise Asset Management when connected. Users can view, edit, and add detailed

work order information, assign work orders, and perform scans for barcoded assets and inventory items.

Section G. Document Management. Content Manager Enterprise integrates seamlessly with Tyler applications to provide a comprehensive solution for managing, protecting and retrieving various content. It boasts a powerful search function that allows for quick retrieval of documents and even automates data capture to improve search accuracy. The software prioritizes security by aligning with Tyler applications' access controls and empowers users with the ability to create custom user groups and document templates. Content Manager Enterprise is designed to scale with your organization, offering unlimited document templates and a single site license for cost-effective implementation.

Furthermore, Content Manager Enterprise acts as a single source of truth for your documents, allowing for enterprise-wide searches and customization of search fields and lookups. You can search the entire repository, including electronic documents and images, and even provide secure public access through an online interface. The software also offers a suite of functionalities designed for managing records and library services, including defining document purging and retention rules, implementing legal holds, and tracking changes to documents. It even streamlines form management, document routing, and signature capture while maintaining a transparent audit history for all actions.

Section H. Capital Projects Explorer. Capital Projects Explorer is an interactive dashboard designed to demystify a government agency's spending on building and construction projects. This easy-to-deploy solution provides valuable insights into the nature and status of any construction portfolio. By combining geospatial information with planning process details, Capital Projects Explorer offers a highly visual resource for understanding how capital project funds are utilized. Users can explore ongoing projects, view project locations, descriptions, costs, and filter by status and type. The dashboard promotes data transparency, encourages citizen engagement, and ensures up-to-date information for both the public and internal managers. Additionally, it features a mobile-friendly interface for convenient access anytime, anywhere.

Section I. Open Finance. Open Finance is a software suite designed to promote transparency and public engagement in government and school district finances. It provides a user-friendly platform for accessing and analyzing financial data, including budgets, expenditures, and payroll information. This data is easily accessible to the public through a web interface and can be explored through searches and insightful visualizations. Open Finance is designed to be cost-effective and requires minimal technical expertise to use, making it a valuable tool for both internal stakeholders and community members. Up-to-date data and functionalities like social sharing and embeddable reports further enhance its usefulness.

Section J. DocuSign Signature Service. DocuSign Signature Interface allows organizations to leverage their existing contract with DocuSign. With this interface, users can create documents with signature requirements, route them to external parties, specify signing order, and authenticate signers. After successful submission, users are returned to the original ERP record, and completed documents can be automatically stored in Tyler's Content Manager. This seamless integration

streamlines document management and eSignature processes onto our Tyler Munis Enterprise Resources Applications.

Section K. 3rd Party Applicant Tracking API Connector. API Connectors are tools that extend the capabilities of our Tyler software by allowing us to create custom integrations with other programs. There are two main types: API Toolkits and API Connectors. Toolkits provide a complete set of resources for specific Tyler applications, allowing in-depth programmatic control. On the other hand, API Connectors are more focused, offering pre-built integrations for common needs like employee applicant tracking. This allows for easier integration without needing extensive programming knowledge.

Section L. PACE 9 Days, 6 Connect: Tyler Technologies offers the Planned Annual Continuing Education (PACE) program to support their Enterprise ERP solution, powered by Munis®. PACE is designed for clients committed to continuous process improvements by adopting new features and technical enhancements with each ERP release. The program provides ongoing education to train staff on these features, ensuring that Tyler's solution meets evolving organizational needs. PACE combines discounted training, participation in the annual Tyler Connect conference, and periodic utilization assessments to maximize the ERP investment.

Section M. Professional Services. Professional Services costs includes one-time cost related to Enterprise Upgrade installation, installation fees of Capital Projects Explorer and Open Finance module, data conversion cost, plus onsite and remote implementation costs

EXHIBIT “C”

SCHEDULE OF COMPENSATION

I. COST SUMMARY. Consultant shall provide the services and products under this Agreement at the rates listed in Exhibit C-1 *and Exhibit C-4*. The following is a summary of such rates along with the schedule of invoicing, it being understood that the terms outlined in Section I (E) through Section I (M) will apply and become effective as of the Effective Date of Amendment No. 6 *and the terms outlined in Exhibit C-4 will apply and become effective as of the effective date of Amendment No. 7:*

A. Software - \$299,666

1. 25% (\$74,916.50) on the Effective Date
2. 40% (\$119,866.40) on the date when Tyler makes the applicable Tyler Software available to City for downloading (the “Available Download Date”)
3. 35% (\$104,883.10) ninety (90) days after Available Download Date.

B. Third-Party Products - \$4,022

1. Third-Party Hardware: Third-Party Hardware costs are invoiced upon delivery of the respective hardware to City.

C. Professional Services - \$352,300

1. Project Planning Services: Project planning services fee (\$6,000) is invoiced upon delivery of the Implementation Planning Document.
2. Consulting Services: Consulting services are invoiced 50% upon commencement of the service and 50% upon completion of the service, by product.
3. Data Conversion Services: Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon City’s acceptance to load converted data into live environment, by conversion option.
4. Implementation and Other Professional Services (excluding training): Implementation and other professional services (excluding training) are billed at daily rates and invoiced as delivered.
5. Training Services: Training services are billed in half-day and full-day increments and invoiced as delivered.

6. Requested Modifications to the Tyler Software: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. City must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

D. Maintenance and Support - Year 1: WAIVED; Subsequent Years – see below.

1. Maintenance and Support Fees: Year 1 maintenance and support fees are waived for the first year following the Available Download Date. Year 2 maintenance and support fees, at Tyler's then-current rates, are payable on the first anniversary of the Available Download Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. City's fees for each subsequent year will be set at Tyler's then-current rates. The foregoing notwithstanding, Tyler will limit increases to annual Maintenance and Support fees for Tyler Software as indicated below. For purposes of calculating such increase, the fee for Year 1 shall be the fee prior to waiver – \$64,216.

Year 2: Three percent (3%) over the year 1 fee;

Year 3: Three percent (3%) over the year 2 fee;

Year 4: Four percent (4%) over the year 3 fee; and

Year 5: Five percent (5%) over the year 4 fee.

E. Travel – Not to Exceed \$123,200 (includes \$7,800 added through Amendment No. 4)

1. Travel Policy. Travel expenses will only be reimbursed by City if such expenses are incurred in accordance with Consultant's Business Travel Policy Summary set forth in Exhibit C-3 and subject to the limitations of Section 2.1 and 2.3 of this Agreement.
2. Cancellation. If travel is required, Tyler will use best efforts to schedule travel for its personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if City cancels services less than two (2) weeks in advance (other than for Force Majeure or breach or other fault by Tyler), City will be liable for all (a) reasonable non-refundable expenses incurred by Tyler on City's behalf, and (b) daily fees associated with cancelled professional services if Tyler is unable to reassign its personnel. Tyler will use its best efforts to reassign personnel in the event City cancels within two (2) weeks of scheduled commitments. For said reimbursement to be valid, Tyler must provide City with copies of all original invoices for these nonrefundable expenses and documentation

supporting the claim that personnel was unable to be reassigned. Invoices for expenses less than \$25 are not available.

F. Maintenance and Support

Maintenance and Support Fees: For the avoidance of doubt, the City will not be invoiced for maintenance and support fees. Instead, the City will pay SaaS Fees for the Inventory and Quatred Inventory Scanning Interface.

G. Tyler Software, Task I.D. of Exhibit A - \$15,200.00

1. 25% (\$3,800.00) on the Effective Date of Amendment No. 6
2. 60% (\$9,120.00) on the date when Tyler makes the applicable Tyler Software available to City for downloading (the “Available Download Date”); and
3. 15% (\$2,280.00) ninety (90) days after Available Download Date.

H. MUNIS SaaS, Task I.D. of Exhibit A - \$658,140.00

1. SaaS Fees: SaaS Fees are invoiced on a quarterly basis, beginning on the Initial SaaS Term Commencement Date as set forth herein. For the avoidance of doubt, subscription fees shall be invoiced in accordance with this section. City’s annual SaaS fees for the Initial SaaS Term are set forth in Exhibit C-1. Upon expiration of the Initial SaaS Term, SaaS Fees will be invoiced on a quarterly basis at Tyler’s then-current rates. The foregoing notwithstanding, the annual SaaS Fees for the first annual renewal term for the MUNIS SaaS will increase by no more than three percent (3%) over the previous year’s SaaS Fees.

I. Professional Services – \$516,837.00 (Task I.D. of Exhibit A; Task I.F. of Exhibit A; Upgrade Assistance, Task I.E. of Exhibit A - \$17,760.00; and Not to Exceed Contingency Days - \$115,440.00)

1. Project Planning Services: Project planning services fee, if any, is invoiced per Section 2.4 of the Agreement upon delivery of the Implementation Planning Document.
2. Consulting Services: Consulting services are invoiced per Section 2.4 of the Agreement 50% upon commencement of the service and 50% upon completion of the service, by product.
3. Data Conversion Services: Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon City’s acceptance to load converted data into live environment, by conversion option.

4. Implementation and Other Professional Services (excluding training): Implementation and other professional services (excluding training) are billed at daily rates and invoiced per Section 2.4 of the Agreement as delivered.
5. Training Services: Training services are billed in half-day and full-day increments and invoiced per Section 2.4 of the Agreement as delivered.
6. Requested Modifications to the Tyler Software: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. City must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

J. EnerGov, Task I.F. of Exhibit A - \$464,895.75

1. SaaS Fees: SaaS Fees are invoiced on a quarterly basis, beginning on the Initial SaaS Term Commencement Date. City's annual SaaS Fees for the Initial SaaS Term are set forth in Exhibit C-1. City's first two (2) quarterly SaaS Fee payments for the EnerGov modules shall be reduced by seventy-five percent (75%). Upon expiration of the Initial SaaS Term, SaaS Fees will be invoiced on a quarterly basis at Tyler's then-current rates. Notwithstanding the foregoing, after the expiration of the Initial SaaS Term, there is an automatic increase of three percent (3%) on the annual SaaS Fees for EnerGov modules, resulting in the annual SaaS Fees for the EnerGov modules for the first renewal SaaS Term of \$103,534.00. Each successive year thereafter will result in successive increases in the annual SaaS Fees for the EnerGov modules of three percent (3%).
2. Notwithstanding anything to the contrary in the foregoing, as soon as practicable and in no event later than five (5) business days following the Effective Date of Amendment No. 6, Consultant shall invoice City in advance in the amount of \$329,178.00 for a portion of the EnerGov component of the Scope of Services ("Grant Portion") in connection with Consultant's cooperative efforts to assist City meet a May 1, 2022, deadline, by which City is attempting to submit invoices for a reimbursement grant, and City will remit payment therefore in its ordinary course of business. However, in the event this Agreement is terminated prior to the time the entirety of the Grant Portion would have been invoiced had it not been needed by City for the grant reimbursement, Consultant shall immediately remit to City the appropriate amount of the "unaccrued" amount of the Grant Portion." For the avoidance of doubt, the amount of \$329,178.00 shall consist of \$62,823.75 for the Year 1 SaaS Fees for the EnerGov modules, plus \$266,354.25 worth of professional services related to the EnerGov modules, as itemized in Task I.F. of Exhibit C-1.

K. Transaction Fees, Task I.G. of Exhibit A – See Payer Electronic Payment Costs Chart in Exhibit C-1 (*\$450,000 at \$90,000 per year)

- I. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit C-1 and may be increased by Tyler upon notice of no less than thirty (30) days.

*This amount is only an estimate as the Parties understand that actual amounts will be paid for Transaction Fees.

L. Third-Party Products, Task I.G. of Exhibit A - \$1,429.00

1. Third-Party Hardware: Third-Party Hardware costs are invoiced upon delivery of the respective hardware to City.
2. Third-Party Hardware Maintenance: Fees for Year 1 of Third-Party Hardware Maintenance are invoiced upon delivery of the respective hardware to City at the rates set forth in Exhibit C-1 and annually thereafter at Tyler's then-current rates.

M. Credit for Prepaid Maintenance and Support Fees for Tyler Software. City will receive a credit for any unused maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the Initial SaaS Term.

II. OPTIONAL SERVICES

Pricing for optional products and services are listed in Exhibit C-1. Such prices will be valid for twelve (12) months following the Effective Date.

III. INVOICES

The City will compensate Consultant upon submission of a valid invoice and in accordance with Section 2.4 of the Agreement. Invoices shall be in a form consistent with Exhibit C-2.

IV. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

V. The total compensation for the Services shall not exceed the Contract Sum provided in Section 2.1 of this Agreement. 382,018.50 annual 271.200

EXHIBIT “C-4”

DETAILED COST SCHEDULE

ASSOCIATED WITH EXHIBIT “A-4”

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Cash Management	1	40	\$ 12,413.00
Human Resources Management			
Employee Access	1	16	\$ 11,850.00
Civic Services			
Community Development Suite	50	224	\$ 88,750.00
Enterprise Permitting & Licensing Mobile	30	0	\$ 17,760.00
Enterprise Permitting & Licensing View Only License	5	0	\$ 2,070.00
Enterprise Service Requests	1	80	\$ 9,264.00
My Civic	1	88	\$ 16,000.00
Enterprise Asset Management			
Asset Maintenance & Performance - Per User	75	500	\$ 112,950.00
Document Management			
Content Manager Enterprise Auto Indexing and Redaction	1	16	\$ 2,857.00
Content Manager Enterprise Upgrade (Existing CL w/Tyler Content Manager Core)	1	80	\$ 13,671.00
Content Manager Enterprise Web API	1	24	\$ 2,857.00
Content Manager Enterprise WorkFlow	1	16	\$ 0.00
Data Insights			
Capital Projects Explorer	1	0	\$ 15,000.00
Open Finance	1	0	\$ 28,000.00
Additional			
DocuSign Signature Service - Annual Fee	1	16	\$ 10,500.00
Integrations			
3rd Party Applicant Tracking API Connector	1	48	\$ 4,439.00
TOTAL		1148	\$ 348,381.00

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
Pace 9 Days, 6 Connect	1	0	\$ 33,637.50
TOTAL:		0	\$ 33,637.50

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Content Manager Enterprise Upgrade Installation	1	\$ 1,500.00	\$ 0.00	\$ 1,500.00	\$ 0.00
Install Fee - Capital Projects Explorer	1	\$ 4,200.00	\$ 0.00	\$ 4,200.00	\$ 0.00
Install Fee - Open Finance	1	\$ 7,000.00	\$ 0.00	\$ 7,000.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 21,500.00	\$ 0.00
Onsite Implementation	296	\$ 225.00	\$ 0.00	\$ 66,600.00	\$ 0.00
Remote Implementation	852	\$ 200.00	\$ 0.00	\$ 170,400.00	\$ 0.00
TOTAL				\$ 271,200.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 348,381.00
Total Tyler Services	\$ 271,200.00	\$ 33,637.50
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 271,200.00	\$ 382,018.50
Contract Total	\$ 1,437,075.75	

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Enterprise Asset Management				
Asset Maintenance	1	\$ 21,500.00	\$ 0.00	\$ 21,500.00
	TOTAL			\$ 21,500.00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	NUMBER OF PAGES
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

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<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	DATE OF DOCUMENT
_____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	

	SIGNER(S) OTHER THAN NAMED ABOVE