

**SECOND AMENDMENT TO SOFTWARE AS A SERVICE AND
IMPLEMENTATION SERVICES AGREEMENT BETWEEN CITY OF
APACHE JUNCTION AND TYLER TECHNOLOGIES**

THIS AMENDMENT is made and entered into this ____ day of _____, 20____, ("the Execution Date") by and between the CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation ("City"), and TYLER TECHNOLOGIES, INC., a Delaware corporation ("Tyler"), sometimes collectively referred to as the "Parties" or individually as the "Party".

RECITALS

A. On August 20, 2018, the Parties entered into a Software as a Service ("SaaS") Agreement which included maintenance and support of the City's Enterprise Resource Planning System ("ERP"), commonly referred to as Munis financial operations, (the "Agreement").

B. On December 6, 2018, City and Tyler executed an amendment (the "First Amendment") to the Agreement which reallocated data conversion expenses to additional implementation consultant assistance on the financials segment.

C. City now desires to add six (6) additional SaaS modules and associated implementation/conversion services to be performed by Tyler in Phase II.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to amend the August 20, 2018, Agreement as follows:

A. Exhibit E, Scope of Work, Section 1.2 and Exhibit A, Investment Summary, will be amended to include the SaaS services, implementation/conversion services, and estimated travel expenses set forth in the sales quotation attached hereto as Exhibit 1. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$20,680, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on September 1, 2020 for the period September 1, 2020 through August 31, 2021. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.

B. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment (not to exceed \$82,740


without Client's prior written approval), along with applicable expenses (estimated at \$21,920), shall be invoiced as provided and/or incurred.

C. Except as expressly amended herein, all other terms and provisions of the Agreement executed by the Parties on or about August 20, 2018, shall remain in full force and effect until the Agreement is terminated.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

CONSULTANT:

TYLER TECHNOLOGIES, Inc., a Delaware corporation

 6/30/20
By: Christopher P. Hepburn
Its: President, Enterprise Group

CITY:

CITY OF APACHE JUNCTION, ARIZONA,
an Arizona municipal corporation

By: Jeff Serdy
Its: Mayor

ATTEST:

Jennifer Peña
City Clerk

APPROVED AS TO FORM:

 6.30.20

R. Joel Stern
City Attorney

STATE OF Maine)
) ss.
COUNTY OF Cumberland)

The foregoing was subscribed and sworn to before me this 30 day
of June, 2020, by Christopher P. Hepburn as President, Enterprise Group
of Tyler Technologies, Inc., a Delaware corporation.

License
My Commission Expires:

8/31/2020

ME Bar ID #009461



Notary Public / Attorney at Law

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this _____
day of _____, 20____, by Jeff Serdy, as Mayor of the City of Apache
Junction, Arizona, an Arizona municipal corporation.

My Commission Expires:

Notary Public

EXHIBIT 1



Quoted By: Jennifer Wahlbrink
 Date: 6/10/2020
 Quote Expiration: 9/13/2020
 Quote Name: City of Apache Junction-ERP-Munis Additional Modules
 Quote Number: 2020-105709-2
 Quote Description: 5-20-20 v.1

Sales Quotation For
 City of Apache Junction
 300 E Superstition Blvd
 Apache Junction, AZ 85119-2825
 Phone +1 (480) 474-5066

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Financial:					
Bid Management	3.0	\$1,993.00	24	\$3,912.00	\$0.00
Contract Management	3.0	\$1,975.00	24	\$3,912.00	\$3,000.00
Human Capital Management:					
Human Resources & Talent Management	3.0	\$5,589.00	88	\$14,344.00	\$0.00
Payroll w/ESS	3.0	\$6,872.00	168	\$27,384.00	\$0.00
Recruiting	3.0	\$1,258.00	16	\$2,608.00	\$0.00
Productivity:					
eProcurement	3.0	\$2,993.00	24	\$3,912.00	\$0.00
TOTAL:		\$20,680.00	344	\$56,072.00	\$3,000.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Configuration Hours	96	\$163.00	\$0.00	\$15,648.00
Project Management	40	\$163.00	\$0.00	\$6,520.00
Self-Service Installation Fee - Client Hosted (Existing Customers)	1	\$1,500.00	\$0.00	\$1,500.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
TOTAL:				\$23,668.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$20,680.00
Total Tyler Services	\$82,740.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$82,740.00	\$20,680.00
Contract Total	\$144,780.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$21,920.00	

Detailed Breakdown of Conversions (Included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$3,000.00	\$0.00	\$3,000.00
TOTAL:			\$3,000.00

Optional SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Financial:					
Employee Expense Reimbursement	3.0	\$2,240.00	32	\$5,216.00	\$0.00
	TOTAL:	\$2,240.00	32	\$5,216.00	\$0.00

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

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

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

Comments

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.

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.

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

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.

The Munis SaaS fees are based on 32 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

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.