ocuSign Envelope ID: FB74002C-8F1C-4231-912E-5DE79F51C6E2	
Standard Contract Approval and Execution Routing Slip	
Contractor Name:       Tyler Technologies, Inc.       Contract# _1025 _BL#_4005-1508 Exp. Date: 12/31/202         Description of Services       Prof. Srvcs Implement., Invest. Assess. and write-up, PACE upgrade assist. Vendor # 6315         Department:       Information Technologies       Project Manager:       Sue Hartman       Phone: 510 - 620 - 6874         Initial Contract Amount:	2
Step 1: Staff Preparation	
<u>Check One</u> <u>Attach</u>	
1. Check One       Emergency Justification       (Please Attach)         Sole Source Approval Signed       (Please Attach)         Evidence of Competitive Bidding       (Please Attach)         2. Prepare Scope of Work       Image: Competitive Bidding         3. Add Insurance Provisions       Image: Competitive Bidding         4. Obtain Tentative Contractor Approval (Scope of Work, General Conditions, Insurance Provisions)       Image: Competitive Bidding         5. Prepare Contract       Image: Competitive Bidding       Image: Competitive Bidding         6. Secure Legal Opinion       Image: Competitive Bidding       Image: Competitive Bidding         7. Purchasing Division Approval in Munis       Image: Competitive Bidding       Image: Scope of Work, General Conditions, Insurance Provisions)         8. Check       Council Approval (Council Meeting Date)       July 26, 2022         Image: Finance Committee Approval (over \$100,000) (Committee Meeting Date)       July 26, 2022         Image: This contract is grant funded by       Image: This contract is grant funded by	
Step 2: Council Approval Process (Contracts above \$10,000)	
Using Agenda Plus System to Place Items on the City Council Agenda for Action	
Step 3: After City Council Approval, Project Manager Executes Contract by	
Obtaining contractor signature on 3 original contracts and attaching Insurance Certificate and additional Insurance Endorsement	
Step 4: Submit Contractor Signed Documents to City Clerk	
City Clerk ensures that contract received City Council approval that took place at theCouncil meetingCity Clerk Signature	
Delivered Date     Return Date       City Attorney	
Mayor	
City Clerk	
City Clerk will return two original documents to Project Manager for the contractor and department and place a copy on the Intranet	



### AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Richmond, California, with offices at 450 Civic Center Plaza, Richmond, California 94804-1661 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated September 27, 2007 ("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 Client agree as follows:

- 1. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
- 2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 3. Except as expressly indicated in this Amendment, 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 Richmond, California
By: Robert Kennedy-Jensen Name:	By:
Group General Counsel	MayoryMayor Title:
8/1/2022 Date:	8/9/2022 Date:





# Exhibit 1 Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment 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 quotations conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





Quoted By: Quote Expiration: Quote Name: Karen Grosset 10/05/22 City of Richmond - ERP -Employee Evaluation Implementation Employee Evaluation Implementation

Quote Description:

## Sales Quotation For:

City of Richmond 450 Civic Center Plaza Richmond CA 94804-1661 Phone: +1 (510) 620-6513

### **Professional Services**

Description		Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote		64	\$ 200.00	\$ 0.00	\$ 12,800.00	\$ 0.00
Project Management		4	\$ 200.00	\$ 0.00	\$ 800.00	\$ 0.00
	TOTAL				\$ 13,600.00	\$ 0.00

Summary	One Time Fees	<b>Recurring Fees</b>
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 13,600.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
2022-314790-Y2W6J9	CONFIDENTIAL	

Summary Total	\$ 13,600.00	\$ 0.00
Contract Total	\$ 13,600.00	

	ated in the contract or amer		•		
For six (6) months fror	n t <del>he Quota</del> date or the Effe	ctive Date of the Cor	tract, whichever	is later.	
Customer Approval:	thomas the Butt	SH	Date:	8/9/2022	
	Thomas K. Butt				
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,

2022-314790-Y2W6J9

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's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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

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.

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The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

2022-314790-Y2W6J9

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.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



Sales Quotation For:					
City of Richmond					
450 Civic Center Plaza					
Richmond CA 94804-1661					
Phone: +1 (510) 620-6513					

Quoted By:Karen GrossetQuote Expiration:12/07/22Quote Name:City of Richmond - ERP -<br/>Investment AssessmentQuote Description:Investment Assessment

Quote Description:

# **Professional Services**

					Extended	
Description	C	Quantity	Unit Price	Ext Discount	Price	Maintenance
Investment Assessment - Financials		16	\$ 200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
Investment Assessment Write Up - Financials		8	\$ 200.00	\$ 0.00	\$ 1,600.00	\$ 0.00
	TOTAL				\$ 4,800.00	\$ 0.00
Summary	One Time	e Fees	Re	curring Fees		

Summary	One time rees	Recurring rees
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 4,800.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 4,800.00	\$ 0.00
Contract Total	\$ 4,800.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the <u>Quote date</u> or the Effective Date of the Contract, whichever is later.

Customer Approval:	thomas k. Butt 8444FEAB53BE4CO	SH	Date:	8/9/2022
Print Name:	Thomas K. Butt		P.O.#:	

All Primary values quoted in US Dollars

## Comments

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- Fees for hardware are invoiced upon delivery;
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  - 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.
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Sales Quotation For:					
City of Richmond					
450 Civic Center Plaza					
Richmond CA 94804-1661					
Phone: +1 (510) 620-6513					

Quoted By:Karen GrossetQuote Expiration:12/07/22Quote Name:City of Richmond - ERP - Pace<br/>Upgrade AssistanceQuote Description:Pace Upgrade Assistance

### **Professional Services**

Professional Services					
Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
PACE Upgrade Assistance: Remote - Per Day	15	\$ 800.00	\$ 0.00	\$ 12,000.00	\$ 0.00
	TOTAL			\$ 12,000.00	\$ 0.00
Summary	One Time Fees	Re	ecurring Fees		
Total Tyler Software	\$ 0.00		\$ 0.00		
Total Annual	\$ 0.00		\$ 0.00		
Total Tyler Services	\$ 12,000.00		\$ 0.00		
Total Third-Party Hardware, Software, Services	\$ 0.00		\$ 0.00		
Summary Total	\$ 12,000.00		\$ 0.00		
Contract Total	\$ 12,000.00				

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

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For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

	DocuSigned by:	SH		8/9/2022
Customer Approval:	thomas &. Buff	5	Date:	
Print Name:	Thomas K. Butt		P.O.#:	

All Primary values quoted in US Dollars

## Comments

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Upgrade PM Assistance: Includes 3 days of PM services per month. PM services include delivery and management of upgrade project plan, internal coordination of Tyler resources, and scheduled bi-weekly status calls to review the upgrade project. Upgrade PM Assistance does not include training or access to a Tyler Subject Matter Expert, as such, enrollment in PACE is strongly recommended to complement this service. Without additional services, clients are responsible for developing and executing upgrade test scenarios as well as conducting internal training for staff. Minimum service duration is 4 months, and clients may choose to extend this service by purchasing additional months (3 days per) at the then-current price.

#### FW: APPROVED CONSENT CALENDAR ITEMS - July 26, 2022, City Council Meeting

SH Sue Hartman To @ Adrian Vitangcol Retention Policy 90 Day Inbox (90 days) (1) This message was sent with High importance.

#### W.5 Information Technology

W.5.a Contract with Granicus for KCRT Audio-Video

APPROVE the purchase of legacy audio video equipment and services from Granicus in an amount not to exceed \$19,102 - Information Technology Department (Sue Hartman 510-620-6874).

W.5.b Eleventh Contract with Tyler Technologies MUNIS for Application Upgrade Support, Training, and an Investment Assessment.

APPROVE the eleventh amendment to the contract with Tyler Technologies MUNIS Enterprise Resources Planning (ERP) System for the purchase of software and support services, increasing the amount by \$30,400, with a total amount not to exceed \$9,033,774.75 – Information Technology Department (Sue Hartman 510-620-6874/Sandi Wong 510-620-6745).



Expires 10/25/2022

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	Contract				Standing			
Change Reason	Contract 1025	+1	To Be Rolled			Status		
Comments	Method Non-Encu	umbered GL Accounts	Hold Payments			POSTED		
Hold Payments	Vendor 631	15 TYLER TECHNOLOGIES, I	INC.		>>  O Change Orde	r APPROVED		
Release		r Defined Accounts Items	Subcontractors Insurance					
Output/Post	Main Information	INFORMATION					Dates	a. (a. (a.
oupuqrost	Dept/Loc	26 INFORMATION					Estimated start	01/01/20
Mass Create	Bid/RFP						Estimated completion	12/31/20
Activate	Requsition Year/Number	1					Bid awarded	07/01/20
	Project						Approved	01/15/20
Close Contract	Description	ASP HOSTING & SOFTWARE MA	AINT FOR MUNIS ERP SYSTEM	(Line)	*		Initial expiration	06/30/20
Open Contract	Year	2010 Period 3					Renewal action	
1							Extended through	06/30/20
Audits	Туре	OPR (OPERATING)	~					
Activity	Subtype		×				Days Original	
Projects	Review code		~					1
Hojecta	Percent complete	0.00 as of	11.3.21				Modified	4
	Administrator	6473sfur	STEPHEN FURTADO				Revised	6
	Workflow	None	Notification Percentage	0.00				
	Totals						Additional Information	
	Original	2,254,700.00	Open Reg 0.00	0.00 %	Requisitions (26)		Milestones (0)	
	Revised		Open PO 533,243.00		Purchase Orders	(26)	Performance (0)	
						(20)		
	Liquidated amt		Expended 6,283,268.37		Invoices (109)			
	Unrelieved	577,344.51	Available 577, 344.51	7.81 %				
	Workflow							
	My Approvals	Approve Reject	Forward He	bld	Approvers			
		of 2	Q III Attachments (37)					

	Audit			
	Entered by	6473avit		
	Entered	08/01/2022 분분의		
	Modified	08/01/2022	34	Printed
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DATE (MM/DD/YYYY)

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CERT CERT	IFICATE OF LIAE		URANC		04/06	5/2022
THIS CERTIFICATE IS ISSUED AS A MATTE CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURAN REPRESENTATIVE OR PRODUCER, AND THI	OR NEGATIVELY AMEND, CE DOES NOT CONSTITUT	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED I	зү тне	POLICIES
IMPORTANT: If the certificate holder is an A If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the c	terms and conditions of the	e policy, certain p	olicies may			
PRODUCER MARSH USA, INC.		CONTACT NAME: Finn D	avis			
99 HIGH STREET		$(\pi, 0, \pi_0, \Box \pi_0)$	999-7893	FAX (A/C, No)		
BOSTON, MA 02110			avis@marsh.com	1		
	-	INS	SURER(S) AFFOR	RDING COVERAGE		NAIC #
CN102891976-TTI-GAWX+-22-23		INSURER A : Hartford Fin	e Insurance Co			19682
INSURED Tyler Technologies, Inc.	-	INSURER B : Trumbull In	surance Compan	у		27120
Socrata, Inc. 5101 Tennyson Parkway	-	INSURER C : QBE Speci				11515
Plano, TX 75024		INSURER D : Sentinel Insurement				11000
	-	<b>INSURER E :</b> Hartford Ca	isualty Insurance	Company		29424
		INSURER F : NYC-011256812-04			<u>۱</u>	
COVERAGES CERTIFICATION CERTIFY THAT THE POLICIES OF IN	ATE NUMBER: SURANCE LISTED BELOW HAV			REVISION NUMBER:		
INDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH POLICI	MENT, TERM OR CONDITION ( IN, THE INSURANCE AFFORDE ES. LIMITS SHOWN MAY HAVE I	OF ANY CONTRACT D BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	СТ ТО	WHICH THIS
INSR TYPE OF INSURANCE ADDL S LTR TYPE OF INSURANCE	VVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)		LIMI	тѕ	
A X COMMERCIAL GENERAL LIABILITY	10 UEN DL0437	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
CLAIMS-MADE X OCCUR				PREMISES (Ea occurrence)	\$	300,000
				MED EXP (Any one person)	\$	10,000
				PERSONAL & ADV INJURY	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$	
X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
B AUTOMOBILE LIABILITY	10 UEN DI9897	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT	\$	1,000,000
X ANY AUTO		0 110 112022	04/01/2023	(Ea accident) BODILY INJURY (Per person)	\$	1,000,000
OWNED SCHEDULED				BODILY INJURY (Per accident)		
AUTOS ONLY AUTOS HIRED NON-OWNED				PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY				(Per accident)	\$	
E X UMBRELLA LIAB X OCCUR	10 XHU DL0102	04/01/2022	04/01/2023	EACH OCCURRENCE	\$	25,000,000
EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$	25,000,000
DED X RETENTION \$ 10,000					\$	
D WORKERS COMPENSATION	10WBAK8AGK	04/01/2022	04/01/2023	X PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED2				E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$	1,000,000
C Professional Liability	130001996	12/17/2021	12/17/2022	Limit		5,000,000
Cyber Protection						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AC City of Richmond California is Additional Insured as respects gener			• •	ed)		
CERTIFICATE HOLDER		CANCELLATION				
City of Richmond California 450 Civic Center Plz Richmond, CA 94804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	AUTHORIZED REPRESENTATIVE					
		© 19		Marsh US+ ORD CORPORATION.		

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

# CAT

LICENSE: 4005-1508

# EXPIRES: 12-31-2022

Current Employees:

POST IN A CONSPICUOUS PLACE - NON TRANSFERABLE

**TYLER TECHNOLOGIES, INC 1 TYLER DR** 

2022

YARMOUTH, ME 04096

LICENSE TYPE: CLASS H: PROFESSIONAL/SEMI-PROFESSIONAL SERVICE TYPE OF BUSINESS: BUSINESS SERVICES

City of Richmond • 450 CIVIC CENTER PLAZA • RICHMOND, CA 94804 • (510) 620-6742

Prepared in accordance to the Administrative Policy and Procedures manual POLICY NUMBER : AP 516

# DETACH YOUR BUSINESS LICENSE TAX CERTIFICATE FROM ABOVE AND POST IN PUBLIC VIEW

Renew your license prior to the end of the effective date listed below.

You are required by City Ordinance RMC 7.04 to have a valid Business Tax Certificate if your business is located in the City of Richmond, or if you perform work within the City.

LICENSE NUMBER: 4005-1508

### EFFECTIVE DATE: 01/01/2016 TO 12/31/2022

Summary of Fees Paid		
		Fees Paid
CLASS H: PROFESSIONAL/SEMI-PRFESSIONAL SERVICE		3,832.55
DUE TO STATE GOV/SB1186		4.00
Receipt for Current License Fees	Method : CHECKS	
Receipt No: R79085 Payment Date: 07/12/2022 Paid by: TYLER TECHNOLOGIES, INC.	Check no: TYL0120515	5
TOTAL PAID		3,836.55

Owners(s):

JOHN YEAMAN Yarmouth, ME 04096 NO OTHER OWNERS

# This is not a Bill

AP-08-99

For Information contact the City of Richmond Business Tax Office 450 CIVIC CENTER PLAZA • RICHMOND, CA 94804 • (510) 620-6742 www.ci.richmond.ca.us/bl

IT-10-11

Business Mailing Address / Account: 40051508

TYLER TECHNOLOGIES, INC **1 TYLER DR** YARMOUTH. ME 04096