

**AMENDMENT NO. 4**  
TO  
(SOFTWARE AS A SERVICE AGREEMENT BETWEEN THE CITY OF GLENDALE, AZ  
AND TYLER TECHNOLOGIES, INC, Contract No. C17-0488)

This Amendment No. 4 (“Amendment”) to the Software as a Service Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Tyler Technologies, Inc., a Delaware corporation, authorized to do business in Arizona (“Contractor”).

**RECITALS**

- A. On June 18, 2017, the City and Tyler Technologies, Inc. (“Contractor”) entered into a Software as a Service Agreement, Contract No. C17-0488 (“Agreement”). ; and
- B. On September 6, 2018, City and Contractor consented to an amendment to the Agreement which changed the Scope of Work by removing the Tyler Risk Management Software as a Service license from the obligations being provided by Contractor. The City’s financial obligations were accordingly reduced by \$29,117.00; and
- C. On September 6, 2018, City and Contractor consented to a second amendment to the Agreement to again change the Scope of Work to remove certain unused conversion services and remove the City's corresponding payment obligations in the amount of \$58,675.00; and
- D. On November 15, 2019, City and Contractor consented to a third amendment to the Agreement to again change the Scope of Work by removing the following services from Contractor's obligations as of October 1, 2019: Recruiting, Telestaff Interface, ExecuTime Advanced Scheduling, and ExecuTime Advanced Scheduling Mobile. The City's annual SaaS fees were reduced by the cost that would have been had these services been rendered; and
- E. On June 10, 2022, the City exercised its right to extend the Term of the Agreement in Contract Extension No. 1. The extension also implemented the 5% increase of the SaaS Fees payable for each Tyler module as provided in Section 1 of Exhibit B to the Agreement; and
- F. On March 28, 2023, the City exercised its right to extend the Term of the Agreement by issuing Contract Extension No. 2. The contract was extended through June 12, 2024.
- G. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

**AGREEMENT**

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment. Further, in the event earlier Amendments to this Agreement were not properly

adopted with the approval of the Glendale City Council, those amendments are now incorporated by reference, ratified and accepted with Council's approval of this Amendment No. 4.

2. **Term.** The term of the Agreement is unchanged.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The original Agreement provided for a five year initial period and five (5) one-year extensions. The original quoted price for the services to be provided by Contractor, and approved by the City Council, was \$5,393,600, which included \$1,257,000 for one-time implementation costs and \$4,136,600 in Software-as-a-Service fees for the first five years of the Agreement. Renewals for Years 6 and 7 were billed at \$1,047,463.61 each, which caused the City to exceed its approved funding authority. By approving this Amendment, the City Council agrees to increase the not-to-exceed amount by \$5,500,000 to fund the remaining 3 renewal terms, if exercised, and to ratify the expenditure of the amounts already spent in renewal Years 6 and 7. The total funds available under this Agreement for its entire term (initial term plus any and all extensions) shall therefore be increased to Ten Million Eight Hundred Ninety Three Thousand Six Hundred dollars (\$10,893,600).
5. **Insurance Certificate.** The current insurance certificate will expire on April 1, 2024. Updated certificates will be provided contemporaneous with policy renewals.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
  - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
9. Where applicable with respect to Tyler applications that take or process card payment data, Tyler is responsible for the security of cardholder data that Tyler possesses, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of

the Effective Date, Tyler complies with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. Tyler agrees to supply the current status of its PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Tyler Technologies, Inc.  
a Delaware corporation



\_\_\_\_\_  
By: Chris Webster

\_\_\_\_\_  
Its: President, ERP & Civic Division