

ATTACHMENT A

AMENDMENT NO. FOUR TO PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR LAND MANAGEMENT SYSTEM

THIS AMENDMENT NO. FOUR TO PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT ("Amendment No. Four") is made and entered into as of this 9th day of December, 2025 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and TYLER TECHNOLOGIES, INC., a Delaware corporation ("Tyler", "City" and "Tyler" may individually or collectively be referred to herein as "Party" or "Parties")), whose address is 5101 Tennyson Parkway, Plano, Texas 75024, and is made with reference to the following:

RECITALS

- A. On April 23, 2019, City and Tyler entered into a Software License and Professional Services Agreement (Contract No. C8399-1) ("Agreement") for implementation of the Land Management System ("Project").
- B. On December 15, 2020, City and Tyler entered into Amendment No. One ("Amendment No. One") to remove certain items from the Scope of Services and reduce the total compensation.
- C. On January 19, 2022, City and Tyler entered into Amendment No. Two ("Amendment No. Two") to add a Project Schedule and eliminate software license fees for year two (2) of the Agreement.
- D. On April 13, 2022, City and Tyler entered into Amendment No. Three ("Amendment No. Three") to extend the term of the contract.
- E. The parties desire to enter into this Amendment No. Four ("Amendment No. Four") to extend the software license, add additional software licenses and services, and update the total compensation.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

Section 1 to the Agreement is amended in its entirety and replaced with the following:

"The term of this Agreement shall commence on the Effective Date, and shall terminate on November 30, 2030, unless terminated earlier as set forth herein. Notwithstanding the failure to extend or renew the Term, the license for the Tyler software licensed to the City pursuant to this Agreement is irrevocable in nature (subject to City's

compliance with the Licenses as defined below) and shall not be subject to the limitations in term as set forth above."

2. SERVICES TO BE PERFORMED

Exhibit A to the Agreement shall be supplemented to include the Statement of Statement of Work, attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). Exhibit A to the Agreement and Exhibit A to this Amendment No. Four shall collectively be known as "Exhibit A." The City may elect to delete certain Services within the Scope of Services at its sole discretion.

3. COMPENSATION TO CONSULTANT

Exhibit B - Attachment 1 to the Agreement shall be supplemented to include the Compensation Schedule, attached hereto as Exhibit B - Attachment 1 and incorporated herein by reference. Exhibit B - Attachment 1 to the Agreement and Exhibit B - Attachment 1 to this Amendment No. 4 shall collectively be known as "Exhibit B - Attachment 1."

Section 4.1 of the Agreement is amended in its entirety and replaced with the following: "City shall pay Consultant for the Services on a not-to-exceed basis in accordance with the provisions of this Section and the Compensation Schedule attached hereto as Exhibit B-Attachment 1, and incorporated herein by reference. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Two Million Seventy Four Thousand One Hundred Ninety Four Dollars and 29/100 (\$2,074,194.29)**, without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City."

The total amended compensation reflects Consultant's additional compensation for additional Services to be performed in accordance with this Amendment No. Four, including all reimbursable items and subconsultant fees, in an amount not to exceed **Nine Hundred Thirty Three Thousand One Hundred Eighty One Dollars and 21/100 (\$933,181.21)**.

4. NOTICES

Section 26.3 of the Agreement is amended in its entirety and replaced with the following:

Attn: Chief Legal Officer
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210

5. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. Four to be executed on the dates written below.

**APPROVED AS TO
FORM: CITY
ATTORNEY'S OFFICE**

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: 11/26/25

Date: _____

By: Jose Montoya for
Aaron C. Harp 11.26.25
City Attorney AS

By: _____
Joe Stapleton
Mayor

ATTEST:

CONSULTANT: Tyler Technologies, Inc.,
a Delaware corporation

Date: _____

Date: _____

By: _____
Lena Shumway
City Clerk

By: _____
Chris Webster
President – ERP & Civic Division
Date: _____

By: _____
Rob Kennedy-Jensen
Senior Director of Policy and Compliance
– Legal

[END OF SIGNATURES]

Attachments: Exhibit A - Statement of Work
 Exhibit B - Attachment 1 - Compensation Schedule

IN WITNESS WHEREOF, the parties have caused this Amendment No. Four to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

Date: _____

By: _____

Aaron C. Harp
City Attorney

By: _____

Joe Stapleton
Mayor

ATTEST:

CONSULTANT: Tyler Technologies, Inc.,
a Delaware corporation

Date: _____

Date: 11/25/2025

By: _____

Lena Shumway
City Clerk

By:  _____

Chris Webster
President-ERP & Civic Division

Date: 11/25/25

By:  _____

Rob Kennedy-Jensen
Senior Director of Policy and Compliance -
Legal

[END OF SIGNATURES]

Attachments: Exhibit A - Statement of Work
 Exhibit B - Attachment 1 - Compensation Schedule

EXHIBIT A

STATEMENT OF WORK

This amendment to the City's existing agreement with Tyler Technologies expands and renews the City's Enterprise Permitting and Licensing (EPL) system, which supports Community Development, Public Works, Fire, Utilities, and Recreation operations, including permitting, planning, licensing, inspections, and code enforcement. The amendment addresses four key areas:

1. Expansion of Enterprise Permitting and Licensing (EPL) System Access

The amendment provides additional user licenses for the City's existing EPL system to accommodate new staff users and improve operational capacity. It also includes the addition of Workforce Mobile, a companion mobile application that allows field staff such as inspectors and code enforcement officers to record and update data directly from the field using mobile devices. This enhancement improves efficiency, data accuracy, and real-time information sharing across departments.

2. Implementation of Tyler Payments

Tyler Payments is being added to provide a fully integrated payment processing solution within the EPL system. This service enables the City to accept and process credit card and electronic check payments for permit, planning, licensing, and code enforcement transactions. As part of this implementation, the City will deploy new credit card terminals at designated locations, allowing staff to process payments in person. Integrating payment processing directly into the permitting system will streamline fee collection, improve reconciliation, and enhance customer convenience.

3. Addition of Decision Engine

Decision Engine is a web-based tool designed to simplify the online application experience for residents and businesses. It uses a guided question-and-answer format to help users identify the appropriate application type and navigate the required steps for submittal. This feature will reduce confusion, minimize incomplete applications, and improve the overall customer experience for users interacting with the City's permitting portal. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design

4. Renewal of Licensing Agreement

The amendment also establishes a five-year renewal of the City's licensing and support agreement for the EPL system and its associated products, ensuring continued access to software updates, technical support, and maintenance. This renewal provides long-term stability for the City's permitting platform and ensures continuity of service as the system continues to support community development operations.

Nothing in this Exhibit A expands or otherwise alters the warranties Tyler provides with respect to the Software or Services as set forth in the Agreement.

EXHIBIT "B" - ATTACHMENT 1 COMPENSATION SCHEDULE

The following details the Compensation Schedule for the Services to be delivered by Tyler under the Agreement and this Amendment No. 4. This Compensation Schedule is effective as of Amendment No. 4 Effective Date despite any expiration date in any Amendment Investment Summary that may have lapsed as of Amendment No. 4 Effective Date.

Service	Timeframe	Amount
Current EPL Renewal Pricing Items	12.1.25-11.30.26	\$133,063.89
Current Workforce Mobile Maintenance	12.1.25-11.30.26	\$6,077.00
New		
Workforce Mobile License (5 users)	One-time Purchase	\$4995.00
Workforce Mobile Maintenance	12.1.25-11.30.26	\$1,000.00
Community Development Add'l Users License	One-time Purchase	\$29,990.00
Community Development Maintenance	12.1.25-11.30.26	\$6,000.00
Payments Lane 7000	One-time Purchase	\$3,771.00
Payments Lane 7000 Yearly PCI	12.1.25-11.30.26	\$1,620.00
Decision Engine Annual Fee	12.1.25-11.30.26	\$8,700.00
Decision Engine Prof. Services	One-time Purchase	\$2,700.00
Annual Fee Totals Years 1-5 (Existing and New):		
Year 1	12.1.25-11.30.26	\$156,460.89
Year 2 w/ 5% adjustment	12.1.26-11.30.27	\$164,283.93
Year 3 w/ 5% adjustment	12.1.27-11.30.28	\$172,498.13
Year 4 w/ 5% adjustment	12.1.28-11.30.29	\$181,123.04
Year 5 w/ 5% adjustment	12.1.29-11.30.30	\$190,179.19
Contingency:		\$27,180.04
Total One-Time Fees:		\$41,456.00
TOTAL		\$933,181.21

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

The basis for this Compensation Schedule is itemized below.

Amendment No. Four - Exhibit B – Attachment 1



Quoted By:
Quote Expiration:
Quote Name:

Andrew Meyer
11/1/25
Tyler Payments (PASS FEES) &
Decision Engine

Sales Quotation For:
NEWPORT BEACH, CA CITY OF
100 CIVIC CENTER DR
NEWPORT BEACH CA 92660-3267

Tyler Software

Description	License	Users/Units	Module Total	Year One Maintenance
Enterprise Permitting & Licensing Extensions				
Workforce Mobile Maintenance	\$ 0	1	\$ 0	\$ 6,077
TOTAL			\$ 0	\$ 6,077

Tyler Annual Software

Description	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Extensions			
Decision Engine	\$ 725	1	\$ 8,700
TOTAL:			\$ 8,700

Amendment No. Four - Exhibit B – Attachment 1

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services - Remote	8	\$ 225	\$ 1,800	\$ 0
Project Management Services - Remote	4	\$ 225	\$ 900	\$ 0
TOTAL:			\$ 2,700	\$ 0

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Enterprise Permitting & Licensing										
Enterprise Permitting & Licensing Payments	Code Enforcement		3.50%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Licenses		3.50%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Planning		3.50%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Permits		3.50%	\$ 2.50				X	X	
Payments - Other Fees										

Payer eCheck Cost	\$ 1.95
Credit Card Chargebacks	\$ 15.00
eCheck Rejects	\$ 5.00

Payer Card Cost	Per card transaction with Visa, MasterCard, Discover, and American Express.
Payer eCheck Cost	Payer eCheck Cost - Per electronic check transaction.
eCheck Rejects	eCheck Reject - When an eCheck Transaction comes back as declined (e.g bounced check)
Credit Card Chargebacks	Credit Card Chargebacks – If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Payments

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							
Payments PCI Service Fee (Per Device)	9	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Hardware							
Payments Lane 7000 Terminal Purchase	9	\$ 419	\$ 0	\$ 3,771	\$ 0	\$ 0	\$ 0
TOTAL				\$ 3,771	\$ 1,620		

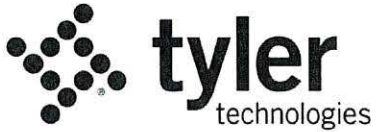
Summary	One Time Fees	Recurring Fees
Total License Fees	\$ 0	\$ 6,077
Total Annual Software		\$ 8,700
Total Services	\$ 2,700	\$ 0
Total Third-Party Hardware, Software, Services	\$ 3,771	\$ 1,620
Summary Total	\$ 6,471	\$ 16,397
Contract Total	\$ 22,868	



Exhibit B - Attachment 1
Renewal Pricing

Renewal pricing follows this page. Fees are invoiced in accordance with the terms of the Agreement.

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Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

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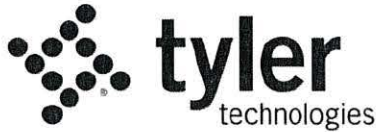


To: CITY OF NEWPORT BEACH
ACCOUNTS PAYABLE
100 CIVIC CENTER DR
NEWPORT BEACH, CA 92660-3267
United States

Ship To: CITY OF NEWPORT BEACH
ACCOUNTS PAYABLE
100 CIVIC CENTER DR
NEWPORT BEACH, CA 92660-3267
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 48557		Net 30	USD	ELEC	

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Newport Beach, CA					
07/May/2019	1 Renewal: Software Support & Maintenance: Tyler GIS Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	1	EA	8,933.98	8,933.98
07/May/2019	2 Renewal: Software Support & Maintenance: EnerGov Community Development Suite Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	1	EA	68,025.80	68,025.80
07/May/2019	3 Renewal: Software Support & Maintenance: EnerGov CSS Portal - PLM Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	1	EA	7,657.69	7,657.69
07/May/2019	4 Renewal: Software Support & Maintenance: EnerGov Intelligent Objects Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	1	EA	0.00	0.00
07/May/2019	5 Renewal: Software Support & Maintenance: EnerGov Intelligent Automation Agent Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	1	EA	0.00	0.00
07/May/2019	6 Renewal: Software Support & Maintenance: Energov Content Management API Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	1	EA	1,276.29	1,276.29
07/May/2019	7 Renewal: Software Support & Maintenance: EnerGov Permitting & Land Management SDK Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	1	EA	1,914.42	1,914.42
07/May/2019	8 Renewal: Software Support & Maintenance: EnerGov Reporting Toolkit Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	1	EA	1,276.29	1,276.29



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

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Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
07/May/2019	9 Renewal: Software Support & Maintenance: Citizen Self Service -Tyler 311 & Click2Report Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	1	EA	0.00	0.00
22/Jun/2022	10 Renewal: Workforce Mobile Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	5	EA	231.53	1,157.63
22/Jun/2022	11 Renewal: Community Development Suite - Per User Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	10	EA	617.01	6,170.12
17/Aug/2022	12 Renewal: Community Development Suite - Per User Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	15	EA	647.86	9,717.91
16/Sep/2022	13 Renewal: Community Development Suite - Per User Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	15	EA	617.01	9,255.17
16/Sep/2022	14 Renewal: Enterprise Permitting & Licensing View Only Licenses (All Suites) Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	5	EA	162.07	810.34
20/Jan/2023	15 Renewal: Community Development Suite Additional User Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	10	EA	694.58	6,945.75
14/Feb/2024	16 Renewal: Community Development Suite Additional User Cycle Start: 12/01/2025, End: 11/30/2026; Term: 12 months	15	EA	661.50	9,922.50

Does not include any applicable taxes

Order Total: 133,063.89

Comments: Upon acceptance please email your purchase order to PO@tylertech.com