

CITY COUNCIL RESOLUTION NO. 2020-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVING AN ADDENDUM TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC., F/K/A NEW WORLD SYSTEMS CORPORATIONS, RELATING TO ELECTRONIC LICENSES AND ELECTRONIC PERMITS AT A COST NOT-TO-EXCEED \$17,012.00 FOR THE FIRST YEAR OF THE ADDED SERVICES AND THEREAFTER AT A COST NOT-TO-EXCEED \$3,762.00 PER YEAR.

WHEREAS, the City of Lake City, Florida ("City") entered into an Agreement with New World Systems Corporation ("New World"), pursuant to resolution 2012-091, for New World to provide the City with licensed standard software, implementation services, and third party products (the "Agreement"); and

WHEREAS, New World merged with Tyler Technologies, Inc., during calendar year 2015 and the corporation was renamed to Tyler Technologies, Inc. ("Tyler"); and

WHEREAS, the City and Tyler extended the Agreement during 2017 for five (5) years pursuant to City Council Resolution Number 2017-086; and

WHEREAS, the City administration has identified a need for additional software services and an agreement has been negotiated with Tyler for said additional services, a copy of which is attached hereto as Attachment A ("Addendum"); and

WHEREAS, the City administration has determined that it is in its best interest to accept the quotes and terms and conditions included within the Addendum with Tyler; and

WHEREAS, the City Council finds the Addendum to be in the best interests of the City and desires to approve the Addendum pursuant to and in accordance with the respective terms and conditions included in the Addendum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby made a part of this resolution.

Section 2. The City is hereby authorized to execute the Addendum to the Agreement.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Addendum as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Tyler to exceed the Addendum pricing. The Mayor is authorized and directed to execute and deliver the Addendum in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Tyler Technologies, Inc., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of December 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



Quoted By: Dudley Wellington
 Quote Expiration: 12/25/2020
 Quote Name: Lake City- ePermits and eLicensing
 Quote Number: 2020-110621
 Quote Description: Lake City- ePermits and eLicensing

ATTACHMENT A

Sales Quotation For

City of Lake City
 PO Box 1687
 Lake City , FL 32056-1687
 Phone: +1 (386) 752-2031

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Maintenance
Community Development					
ePermits	\$4,500	8	\$1,400	\$5,900	\$1,620
eLicense	\$5,950	8	\$1,400	\$7,350	\$2,142
<i>Sub-Total:</i>	<i>\$10,450</i>		<i>\$2,800</i>	<i>\$13,250</i>	<i>\$3,762</i>
TOTAL:	\$10,450	16	\$2,800	\$13,250	\$3,762

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$10,450	\$3,762
Total Tyler Services	\$2,800	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$13,250	\$3,762
Contract Total	\$17,012	

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.

Client Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

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.
- Expenses associated with onsite services are invoiced as incurred.

- The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.
- Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.
- 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.
- 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.

Comments

- 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.
- With our 2018.1 Release Tyler requires the use of Tyler Identity and at least a 2048 bit RSA SSL Security Certificate for all New World ERP applications if hosted by the Client. This certificate is required to encrypt sensitive information as it travels across the network. There are various vendors who sell SSL Certificates, with all ranges of prices.
- Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices 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.