

RESOLUTION 2025-08

A RESOLUTION AMENDING CONTRACT 090329-TTI BETWEEN TYLER TECHNOLOGIES, INC. AND THE CITY OF TOPPENISH, WASHINGTON, FOR FINANCIAL AND OTHER CITY SOFTWARE

WHEREAS, on April 22, 2024, the City entered into an agreement with Tyler Technologies pursuant to Resolution 2024-22, and

WHEREAS, the agreement needs amending to include certain payment and service features for the city in accordance with the attached list of terms, a copy of which is attached hereto, marked as exhibit A and incorporated herein by this reference.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

The amendment to the License and Services Agreement between Tyler Technologies, Inc. and the City of Toppenish is approved in conformity with said exhibit A amended, and the City Manager or Finance Director are directed to prepare an amendment in conformity therewith, and the City Manager is authorized to execute said agreement on behalf of the City.

This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on February 24, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

**Sales Quotation For:**

City of Toppenish
 21 W 1st Ave
 Toppenish WA 98948-1524

Quoted BY David Snow
 Quote Expiration 4/22/25
 Quote Name

Tyler Software		
Description	License Total	Annual Maintenance
ERP Pro		
ERP Pro 10 Customer Relationship Management Suite		
Service Orders Mobile	\$ 1,000	\$ 250

Tyler Fees per Transaction		
Description	Net Unit Price	
Tyler One		
Notify		
Notifications for Utilities		\$ 0.10

Payments

	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										

Tyler One					
ERP Pro Payments	Miscellaneous	3.50%	\$ 2.50	X	X
Utility Access Payments Bundle	Utility Billing	3.50%	\$ 2.50	X	X
ERP Pro Payments	Sales Tax	3.50%	\$ 2.50	X	X
Payments - Other Fees					
Tyler One					
Credit Card Chargebacks		\$ 15.00			

Payer Card Cost

per card transaction with Visa, MasterCard, Discover, and American Express when applicable.

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Third Party Software & Hardware			Extended	
Description	Quantity	Unit Price	Price	Annual
Tyler One				
Payments				
Payments EMV Card Reader Purchase	6	\$ 0	\$ 3,174	\$ 0
PCI Service Fee (Per Device)	6	\$ 0	\$ 0	\$ 1,080
TOTAL:			\$ 3,174	\$ 1,080

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	6	\$ 870
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 1,120

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 1,000	\$ 250
Total Third Party Hardware, Software, Services	\$ 3,174	\$ 1,080
Total Tyler Services	\$ 1,120	
Summary Total	\$ 5,294	\$ 1,330

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler 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 Tyler Payments fee schedule.

Notifications for Utilities

Notifications for Utility Access include Customer notifications by phone (call late notices and general notifications) and texts. Call and text lists are automatically generated, and the account is updated after the call or text. Calls includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call and text results. Note: The Utility will be billed at the rate specified above for all the calls and texts made. The Utility will be billed quarterly by Tyler Technologies for calls and texts conducted.

Utility Access Payments Bundle

The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

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, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- 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 are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). 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.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- 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 fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services 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. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

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.#:	_____