

RESOLUTION R-2023-14

**A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT NO. 360 WITH
TYLER TECHNOLOGIES, INC., FOR THE RENEWAL OF SOFTWARE SERVICES FOR A ONE (1)
YEAR TERM FOR A TOTAL AMOUNT NOT TO EXCEED \$161,317.80**

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has an existing three-year agreement with Tyler Technologies, Inc. ("Tyler") for software services that will expire March 31, 2023, with the option to renew for three (3) additional one-year terms; and

WHEREAS, the City is currently using the software and the software is needed to continue the City's business processes; and

WHEREAS, Tyler submitted a cost proposal to the City for the continued provision of software services for a renewal term of one (1) year (April 1, 2023, to March 31, 2024) for a total amount not to exceed \$161,317.80; and

WHEREAS, the City budgeted funds in the General Fund-Information Technology Department, Software Licenses/Maintenance Account in the amount of \$161,318; and

WHEREAS, both parties agree to the terms and conditions and pricing set forth in the Agreement for software services; and

WHEREAS, the corporate authorities of the City of Wheaton, Illinois ("City"), DuPage County, Illinois, find it reasonable and appropriate to enter into an agreement with Tyler Technologies, Inc., 1 Tyler Drive, Yarmouth, Maine, 04096, for the purchase of the Software Services for a one-year term.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Wheaton, Illinois that:

The Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to City of Wheaton Agreement No. 360 with Tyler Technologies, Inc., for the Renewal of Software Services; a copy of that Agreement is on file with the City Clerk's office and is hereby incorporated into this Resolution as if fully set forth herein.

ADOPTED this 6th day of March 2023.



Philip J. Suess

Mayor

ATTEST:



Andrea Rosedale

City Clerk

Roll Call Vote:

Ayes: Councilman Barbier
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilwoman Fitch
Councilwoman Robbins
Councilman Weller

Nays: None
Absent: None

Motion Carried Unanimously



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 Wheaton, Illinois, with offices at 303 W. Wesley Street, Wheaton, Illinois 60187 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated March 3, 2020 ("Agreement"), also known as City of Wheaton Agreement No. 114; and

WHEREAS, the Term of the Agreement expires March 31, 2023 ("Expiration Date"); and

WHEREAS, the Agreement provides an option for Client to extend the term of the Agreement for up to three (3) one (1) year terms at Client's sole and absolute discretion by modifying the Agreement by a written instrument executed and approved in the same manner as the Agreement; and

WHEREAS, the Agreement provides that Tyler shall not increase the SaaS Fees by more than 5% of the previous year's rate for extended terms in year 4, 5, and 6.

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and Client agree as follows.

1. SaaS Term. The term of the Agreement is hereby extended for a one (1) year term commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Extended Term").
2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year four are invoiced quarterly in advance, beginning on the commencement date of the Extended Term. Subsequent annual SaaS Fees are invoiced quarterly in advance, beginning on the anniversary of the initial invoice date.
3. Users Limits. The SaaS fees may be based on user limits indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: February 24, 2023

City of Wheaton, Illinois

By: Philip J. Suess

Name: Philip J. Suess

Title: Mayor

Date: March 7, 2023