SUBJECT: AMENDMENT TO TYLER TECHNOLOGIES EDEN SOFTWARE LICENSES AGREEMENT TO REPLACE EDEN CASHIERING WITH TYLER CASHIERING

INITIATED BY: FINANCE & TECHNOLOGY SERVICES DEPARTMENT
Lorena Quijano, Finance and Technology Services Director
Beth Rosen, Information Technology Management Analyst

STATEMENT ON THE SUBJECT:
Council will consider approving the twentieth amendment with Tyler Technologies Eden Division to replace Eden Cashiering to Tyler Cashiering under Tyler's evergreen policy, including implementation services and replacement cashiering equipment.

RECOMMENDATIONS:
1) Approve Amendment #20 to the Tyler Technologies Eden Software Licensing Agreement to replace Eden Cashiering to Tyler Cashiering under Tyler’s evergreen policy, including implementation services and replacement cashiering equipment for an additional $14,610.
2) Authorize the City Manager or his designee to execute documents incident to the agreement.

BACKGROUND / ANALYSIS:
With both Windows7 and Eden/Core Cashiering moving out of support, the City needs to migrate to another Cashiering system. Using Eden’s Evergreen policy which waives the $21,000 license fee, the City obtained a quote for the migration to Tyler Cashiering. Tyler cashiering integrates with the Eden Financial and Human Resources System and provides unlimited workstations, so we won’t be constrained with 2 licenses that could only be used in two workstations. The one-time costs to migrate to Tyler Cashiering is $6,400 in services and $4,430 in updated hardware (e.g., receipt printer, cash drawer) for a total of $10,830. Once we are using the Tyler Cashiering software, the City’s annual maintenance costs will decrease from $7,298.70 to $3,780.00, a budgeted savings of $3,518.70 per year.

CONFORMANCE WITH VISION 2020 AND THE GOALS OF THE WEST HOLLYWOOD GENERAL PLAN:
This item is consistent with the Primary Strategic Goal(s) (PSG) and/or Ongoing Strategic Program(s) (OSP) of:
- PSG-3: Fiscal Sustainability.
- OSP-2: Institutional Integrity.
In addition, this item is compliant with the following goal(s) of the West Hollywood General Plan:

- G-2: Maintain transparency and integrity in West Hollywood’s decision-making process.
- G-3: Provide excellent customer service, including utilization of emerging technologies.

**EVALUATION PROCESSES:**
The City will evaluate the process annually to ensure it is working as proposed.

**ENVIRONMENTAL SUSTAINABILITY AND HEALTH:**
N/A

**COMMUNITY ENGAGEMENT:**
N/A

**OFFICE OF PRIMARY RESPONSIBILITY:**
FINANCE & TECHNOLOGY SERVICES DEPARTMENT / FIN - ADMINISTRATION DIVISION

**FISCAL IMPACT:**
None. The proposed expenditure for this item, $14,610, is budgeted for fiscal year 2020 in account 100-1-03-03-531005 and 702-1-03-38-524071.

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14,610</td>
<td>Funding for this item is already budgeted.</td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**
Amendment #20 to the Tyler Technologies Eden Software Licensing Agreement 003153
This Amendment No. 20 to Agreement, (herein “AMENDMENT”) is made on this ___th day of January, 2020 at West Hollywood, California, amends Agreement #003153 by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the “CITY”) and Tyler Technologies Inc: Eden Division, 1601 East Valley Rd, Renton, WA 98057 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

A. This AMENDMENT to AGREEMENT amends the AGREEMENT 003153 SOFTWARE LICENSING between the CITY and CONTRACTOR dated April 20, 2005.

B. CITY and CONTRACTOR desire to amend the AGREEMENT by an additional $14,610 for work as outlined in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing Agreements set forth below, the CITY and CONTRACTOR agree to amend the AGREEMENT as follows:

Amend “Exhibit A,” Section Scope of Services, to include

Quote 2018-49148 – Migrating from Eden Cashiering to Tyler Cashiering under Tyler’s evergreen policy, including implementation services and replacement cashiering equipment.

IN WITNESS WHEREOF, the parties have executed this Agreement the ___th day of January, 2020.
CITY OF WEST HOLLYWOOD
AMENDMENT TO AGREEMENT FOR SERVICES

CONTRACTOR:
Tyler Technologies Inc. Eden Division

Title:

CITY OF WEST HOLLYWOOD:

[Signature]
Department Director

Paul Arevalo, City Manager

ATTEST:

[Signature]
City Clerk
Sales Quotation For
City of West Hollywood
8300 Santa Monica Blvd
West Hollywood, CA 90069-6216
Phone +1 (323) 848-6400

Tyler Software and Related Services

<table>
<thead>
<tr>
<th>Description</th>
<th>License</th>
<th>Impl. Hours</th>
<th>Impl. Cost</th>
<th>Data Conversion</th>
<th>Module Total</th>
<th>Year One Maintenance</th>
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<tbody>
<tr>
<td>Additional:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Tyler Cashiering</td>
<td>$21,000.00</td>
<td>40</td>
<td>$6,400.00</td>
<td>$0.00</td>
<td>$27,400.00</td>
<td>$3,780.00</td>
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<tr>
<td>Sub-Total:</td>
<td>$21,000.00</td>
<td>$6,400.00</td>
<td>$0.00</td>
<td>$27,400.00</td>
<td>$3,780.00</td>
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</tr>
<tr>
<td>Less Discount:</td>
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<td>$0.00</td>
<td>$21,000.00</td>
<td>$0.00</td>
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<tr>
<td>TOTAL:</td>
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<td>40</td>
<td>$6,400.00</td>
<td>$0.00</td>
<td>$6,400.00</td>
<td>$3,780.00</td>
</tr>
</tbody>
</table>

3rd Party Hardware, Software and Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Unit Discount</th>
<th>Total Price</th>
<th>Unit Maintenance</th>
<th>Unit Maintenance Discount</th>
<th>Total Year One Maintenance</th>
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<tbody>
<tr>
<td>Cash Drawer</td>
<td>2</td>
<td>$230.00</td>
<td>$0.00</td>
<td>$460.00</td>
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<tr>
<td>Hand Held Scanner-Model 1900GSR</td>
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<td>$770.00</td>
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<tr>
<td>Printer (TM-S9000)</td>
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<td>$3,200.00</td>
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<td>$0.00</td>
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<tr>
<td>3rd Party Hardware Sub-Total:</td>
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<td></td>
<td></td>
<td>$4,430.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td></td>
<td></td>
<td>$4,430.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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### Summary

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<tr>
<th></th>
<th>One Time Fees</th>
<th>Recurring Fees</th>
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<tbody>
<tr>
<td>Total Tyler Software</td>
<td>$0.00</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Total Tyler Services</td>
<td>$6,400.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total 3rd Party Hardware, Software and Services</td>
<td>$4,430.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Summary Total</td>
<td>$10,830.00</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>Contract Total</td>
<td>$14,610.00</td>
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</tr>
</tbody>
</table>

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. #: __________________________

All primary values quoted in US Dollars

### Tyler Discount Detail

<table>
<thead>
<tr>
<th>Description</th>
<th>License</th>
<th>License Discount</th>
<th>License Net</th>
<th>Maintenance Basis</th>
<th>Year One Maint Discount</th>
<th>Year One Maint Net</th>
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</thead>
<tbody>
<tr>
<td>Tyler Cashiering</td>
<td>$21,000.00</td>
<td>$21,000.00</td>
<td>$0.00</td>
<td>$3,780.00</td>
<td>$0.00</td>
<td>$3,780.00</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$21,000.00</strong></td>
<td><strong>$21,000.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$3,780.00</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$3,780.00</strong></td>
</tr>
</tbody>
</table>
Comments

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.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

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. Installations are completed remotely, but can be done onsite upon request at an additional cost.

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.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

For existing EDEN Clients, the fees are billed as follows:

- 100% of Application Software License Fees upon delivery of the software products
- 100% of the Year 1 Application Software Maintenance Fees are billed upon Initiation (first day of training)
- 100% of the Third Party Product License Fees/Purchase Price upon delivery of the third party products
- 100% of the Year 1 Third Party Product Maintenance Fees upon delivery of the third party products
- Services and associated expenses as provided/incurred.

Payment is due within 30 days of invoice receipt. Quote is subject to existing Contract