

RESOLUTION NO. R-2025-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES INC. TO PROVIDE CLOUD-BASED BILLING SOFTWARE AND RELATED PROFESSIONAL SERVICES IN AN AMOUNT UP TO \$195,989.00 FROM MARCH 01, 2025, THROUGH FEBRUARY 28, 2026, WITH TWO OPTIONAL ONE-YEAR RENEWAL PERIODS, IN ACCORDANCE WITH SECTION 38.41(C)(11)(A) OF THE PROCUREMENT CODE. (OTHER CONTRACTUAL SERVICES NOT SUBJECT TO COMPETITIVE PROCUREMENT REQUIREMENTS)

WHEREAS, On September 26, 2013, pursuant to Resolution R-2013-115, the City Commission authorized the execution of an agreement with Tyler Technologies, Inc. ("Tyler") for the purchase and implementation of utility customer billing system software ("MUNIS") which was hosted in the City's data center; and

WHEREAS, the Department of Public Utilities ("Department") and the Department of Information and Technology determined that the migration of MUNIS to a cloud-based software services ("SaaS") would provide multiple advantages not available via on-premise servers; and

WHEREAS, On December 1, 2021, pursuant to Resolution R-2021-314, the City Commission authorized the execution of an agreement with Tyler to provide SaaS and related professional services for MUNIS software for a period of three years, which agreement expires on February 28, 2025; and

WHEREAS, On October 1, 2024, Tyler submitted a proposal for a SaaS renewal term in the estimated amount of \$195,989.00 for one year, with two optional one-year renewal periods and a fee increase of no more than 5% per year; and

WHEREAS, Section 38.41(C)(11)(a) of the City Code provides that software and hardware subscriptions, licensing, and maintenance with the company from which the software and hardware was purchased, as set forth in § 38.43 or § 38.44, or its authorized representative are exempt from the competitive bidding and competitive proposal requirements; and

WHEREAS, the Department Director and the Chief Procurement Officer recommend that the City Commission approve and authorize the execution of an Agreement with Tyler for SaaS and MUNIS billing software and services for the period of March 1, 2025, to

February 28, 2026, in an annual amount up to \$195,989.00, with two optional one-year renewals and a fee increase of no more than 5% per year; and

WHEREAS, a portion of the funding for the agreement is available in the FY 2025 Operating Budget in account number: 442.400301.53600.546310.000000.000.000, and will be budgeted in subsequent fiscal years subject to approval and adoption by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of an Agreement with Tyler, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.


PASSED AND ADOPTED this 15 day of January, 2025.

ATTEST:

  
PATRICIA A. CERNY, MMC  
CITY CLERK

  
JOSH LEVY, MAYOR

APPROVED AS TO FORM:

  
DAMARIS HENLON  
INTERIM CITY ATTORNEY



## 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 Hollywood, Florida, with offices at 2600 Hollywood Boulevard, Suite B, Hollywood, Florida 33020 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated December 7, 2021 ("Agreement"); and

WHEREAS, the Term of the Agreement expires February 28, 2025 ("Expiration Date");

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. SaaS Term. The term of the Agreement is hereby renewed for a one (1) year term commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). Upon expiration of the Renewal Term, the Agreement will terminate unless renewed upon mutual agreement of the parties. Client's timely payment of any renewal invoice and Tyler's acceptance of such payment will indicate the parties' desire to renew. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of the Agreement.
2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one are invoiced annually in advance, beginning on the commencement date of the Renewal Term. Subsequent annual SaaS Fees are invoiced annually in advance, beginning on the anniversary of the initial invoice date. Notwithstanding anything to the contrary herein, Tyler will not increase annual SaaS fees by more than five percent (5%) per year for the first two (2) one (1) year renewals after the Renewal Term.
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. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Hollywood, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **Exhibit 1**

### **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Cindy Chase  
Quote Expiration: 03/03/25  
Quote Name: Hollywood - SaaS renewal  
Quote Description: SaaS renewal  
SaaS Term: 1.00

**Sales Quotation For:**

**Shipping Address:**

City of Hollywood  
Suite B  
2600 Hollywood Blvd  
Hollywood FL 33020-4800

**Tyler SaaS and Related Services**

Description	Qty	Imp. Hours	Annual Fee
<b>Financial Management</b>			
General Ledger (Limited Use)	1	0	\$ 14,189.00
<b>Revenue Management</b>			
Accounts Receivable	1	0	\$ 0.00
Cashiering	1	0	\$ 23,734.00
Central Property File	1	0	\$ 0.00
General Billing	1	0	\$ 7,223.00
Utility Billing CIS	1	0	\$ 29,925.00
Utility Billing Meter Interface	1	0	\$ 8,513.00
<b>Content Management</b>			
Content Manager Auto Indexing and Redaction (Core)	1	0	\$ 2,206.00
Content Manager Core includes Onboarding	1	0	\$ 23,418.00
<b>Data Insights</b>			
Role Tailored Dashboard	1	0	\$ 11,351.00
Tyler Reporting Services ( Microsoft SQL Server )	1	0	\$ 17,199.00

2024-494135-G2Z9D5

CONFIDENTIAL

Page 1

<b>Additional</b>			
Enterprise ERP Office	1	0	\$ 11,351.00
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 6,880.00
GIS Site License	1	0	\$ 8,500.00
<b>Subscription Fees</b>			
Concurrent Users	30	0	\$ 31,500.00
<b>TOTAL</b>		<b>0</b>	<b>\$ 195,989.00</b>

#### Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Reporting Services Install (Existing Clients)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL</b>				<b>\$ 0.00</b>	<b>\$ 0.00</b>

#### Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 195,989.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
<b>Summary Total</b>	<b>\$ 0.00</b>	<b>\$ 195,989.00</b>
<b>Contract Total</b>	<b>\$ 195,989.00</b>	

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*

#### 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 module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - 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 services fees specifically for migrations: Tyler will invoice Client 50% of any Migration 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. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope 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.

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 four (4) 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.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Tyler Software Product General Ledger (Limited Use) is licensed only for use with the other Tyler Software Products licensed to the client. A Client may use General Ledger (Limited Use) independent of the other Tyler Software Products licensed to the client by remitting to Tyler the then-current license and annual maintenance fees.