Purchasing Department

Kathryn Kasper
Purchasing Agent

RACINE ON THE LAKE

City of Racine, Wisconsin

City Hall
730 Washington Avenue
Racine, Wisconsin 53403
(262) 636-9143
Fax: (262) 619-5550

Honorable Mayor John Dickert and the
Members of the Common Council
730 Washington Avenue
Racine, WI 53403

Ladies and Gentlemen:

The Purchasing Agent is requesting to appear before the Finance and Personnel
Committee to request permission to contract with Tyler Technologies for TAX
COLLECTION SOFTWARE AND IMPLEMENTATION. The proposed contract is
attached to this letter.

The Purchasing Agent was authorized and directed by Common Council on January 21,
2014, resolution14-0006 to negotiate with Tyler Technologies for the purchase of
MUNIS Municipal ERP System, this pricing is reflective of that negotiation.

This contract is for tax billing and collection module that will integrate with the current
MUNIS ERP system that was purchased last year and implemented at the beginning of
2015. This replaces our current tax collection system, GCS.

The Purchasing Agent is requesting permission to contract with Tyler Technologies for
the provision of Tax Billing and Collection Software.

Funds for this expenditure are available in account 70113 57800 13001, ERP City Wide
System.

Respectfully Submitted,

Kathryn Kasper
Purchasing Agent

cc: Mr. David Brown
        Mr. Paul Ancona
        Ms. Kathleen Fischer
        Mr. Toby Livingston
        Mr. Scott Letteney

AMENDMENT

This amendment ("Amendment") is made this _____ day of February, 2015 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Racine with offices at 730 Washington Avenue, Room 103, Racine, Wisconsin 53403 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement effective April 10, 2014 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

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

1. The Tyler Software Products and services in the attached Sales Quotation 2015-11272, attached hereto as Exhibit 1, are hereby added to the Agreement.

2. Payment for items added to the Agreement pursuant this Amendment shall conform to the following:

    a. Tyler shall invoice Client $46,406.25 when Tyler has made the Tyler Software Products available to client for downloading. Such sum equals 75% of the Tyler Software license fees.

    b. Tyler will invoice the remaining 25% of the Tyler software license fees (totaling $15,468.75) for the Tyler Software Products upon the terms set forth in paragraph 28 (e) of the Agreement.

    c. Tyler shall invoice Client fees for the "Implementation Costs" ($23,500.00) set forth in the Investment Summary, if and as provided to the earlier of (i) the date of first productive use of the Tyler Software Products using actual Client Data ("Live Production"), unless such Live Production is postponed by Tyler's failure to perform, in which event the date for such Live Production will be postponed the corresponding number of days.

    d. Tyler shall invoice Client fees for Data Conversion services as follows:
        a. 50% upon initial delivery of converted data, by conversion option;
        b. 50% upon Client acceptance to load converted data into live environment (automatic, electronic notification), by conversion option.

3. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products added to the Agreement pursuant this Amendment in accordance with the terms of the Agreement. The initial Maintenance term shall be prorated for a term commencing on the date when Tyler makes the Tyler Software Products available to Client for downloading (the "Available Download Date") and ending concurrently with Client's current annual maintenance term. Following the initial term, subsequent maintenance will be provided in accordance with the terms of the Agreement.

4. Unless otherwise provided herein, services added to the Agreement pursuant to this Amendment, along with applicable travel expenses, shall be invoiced as provided and/or incurred.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.   City of Racine
ERP and School Division

By:_____   By:_____

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

                                            ATTEST:

                                             By:_____

                                             Name:_____

                                             Title:_____

                                             Date:_____

                                            APPROVED AS TO FORM:

                                             By:_____

                                             Name:_____

                                             Title:_____

                                             Date:_____

Exhibit 1

Quoted By:	Alban Michaud
Date:	2/9/2015
Quote Expiration:	7/22/2015
Quote Name:	City of Racine-ERP-Munis-Tax Billing
Quote Number:	2015-11272
Quote Description:	Tax Billing Quote

Sales Quotation For

City of Racine

730 Washington AveRoom 103

Racine, Wisconsin 53403

Phone (262) 636-9171

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Revenue:						
Tax Billing	$60,500.00	19 @ $1,175.00	$22,325.00	$16,500.00	$99,325.00	$15,125.00
Productivity:						
Citizen Self Service	$22,000.00	1 @ $1,175.00	$1,175.00	$0.00	$23,175.00	$3,960.00
Sub-Total:	$82,500.00		$23,500.00	$16,500.00	$122,500.00	$19,085.00
Less Discount:	*$20,625.00*		*$0.00*	*$0.00*	*$20,625.00*	*$19,085.00*
TOTAL:	**$61,875.00**	**20**	**$23,500.00**	**$16,500.00**	**$101,875.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Estimated Travel Expenses	1	$17,810.00	$0.00	$17,810.00
Self-Service Installation Fee - Client Hosted (Existing Customers)	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - State Tax - 5 Forms	1	$3,500.00	$0.00	$3,500.00
TOTAL:				**$22,810.00**

Exhibit 1

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$61,875.00	$0.00
Total Tyler Services	$62,810.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$124,685.00**	**$0.00**
Contract Total	**$124,685.00**	

Exhibit 1

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Real Estate - Standard - E	$16,500.00	$0.00	$16,500.00
TOTAL:			**$16,500.00**

Exhibit 1

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

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Revenue:						
Tax Billing	$60,500.00	$15,125.00	$45,375.00	$15,125.00	$15,125.00	$0.00
Productivity:						
Citizen Self Service	$22,000.00	$5,500.00	$16,500.00	$3,960.00	$3,960.00	$0.00
TOTAL:	**$82,500.00**	**$20,625.00**	**$61,875.00**	**$19,085.00**	**$19,085.00**	**$0.00**

Exhibit 1

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

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.

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.

Pricing for optional items will be held for six (6) months from the quote date.

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.

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.

Implementation days for added software have been reduced due to the amount of unused implementation days remaining under the agreement between Tyler and the City. Additional implementation days may be obtained under the terms of the agreement.