



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/26/2023

File ID: TMP-2197

Department: Finance

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter in an agreement to mutually remove the Business License and Citizens Self Services software, support, and maintenance from the master agreement entered into between the City of Huntsville and Tyler Technologies entered under Resolution No. 14-479. The Business License and Citizens Self Services was platforms were purchased under Resolution No. 21-181.

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: _____

Finance Information:

Account Number: 1000-17-17100-520300-00000000- and 1000-17-17100-515250-00000000-

City Cost Amount: \$ N/A

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

The original cost for the software license and associating services and maintenance was \$193,900. Unused

services totaling \$60,940 will be removed from the original agreement. City will be relieved from payment of invoices totaling \$57,960. Tyler will issue the City a credit of \$52,200 for previously paid software licenses and a credit of \$25,578 for software maintenance fees.

RESOLUTION NO. _____

WHEREAS, on March 31, 2021 under Resolution No. 21-181, the City Council of the City of Huntsville, Alabama authorized the Mayor to amend the agreement with Tyler Technologies, which was executed under Resolution No. 14-479, to add the Business License module and Citizens Self Services platform; and

WHEREAS, the Finance Department – Revenue & Tax Division have determined that the software provided by Tyler Technologies does not meet or address the needs of the City; and

WHEREAS, the City of Huntsville and Tyler Technologies have mutually agreed to amend the agreement, in accordance with terms and conditions outlined in the “Amendment”, to remove the Business License module and Citizen Self Services platform from the master agreement entered under Resolution No. 14-479 and amended by Resolution No. 21-181.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Huntsville, Alabama that the Mayor, be and is hereby authorized to execute the attached “Amendment”.

ADOPTED this the 26th day of January, 2023.

President of the City Council of the
City of Huntsville, Alabama

APPROVED this the 26th day of January, 2023.

Mayor of the City of Huntsville, Alabama



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 Huntsville, Alabama, with offices at 308 Fountain Circle, Huntsville, Alabama 35801 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 26, 2014 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

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

1. The "Business License" and "Citizen Self Service" Tyler Software is hereby removed from the Agreement as of the Amendment Effective Date. Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products.
2. The following unused services are hereby removed from the Agreement:
 - a. Business License Forms Library, at a contract price of: \$2,500;
 - b. BL Standard conversion, at a contract price of: \$7,000;
 - c. BL Bills up to 5 years conversion, at a contract price of: \$6,800; and
 - d. Implementation services, at a contract price of: \$44,800
(256 hours @ \$175/hour)
3. Client shall not be responsible for paying the following amounts:

Project Management services fees of \$1,400 (Invoice No. 349896)
Implementation services fees of \$2,960 (Invoice No. 349896)
Software license fees of \$52,200 (Invoice No. 353975)
Implementation services fees of \$1,400 (Invoice No. 358287)
4. In recognition of license fees paid to Tyler for such software, Tyler hereby issues to Client a credit of \$52,200. At Client's direction, Tyler will apply the credit issued herein to software license fees payable to Tyler for any Tyler Software Products hereafter acquired by Client. In the event Client does not acquire any Tyler Software Products within three (3) years of the Amendment Effective Date, Client may apply up to \$23,450 of such credit, in its discretion, to any fees due to Tyler under the Agreement. This Amendment, upon execution, shall serve as Client's documentation for the credit issued (the executed Amendment is your credit invoice



from Tyler).

5. In recognition of maintenance fees paid to Tyler for such software for the period August 8, 2022 – August 7, 2023, Tyler hereby issues to Client a credit of \$25,578. Client may apply such credit, in its discretion, to any fees due to Tyler under the Agreement. This Amendment, upon execution, shall serve as Client's documentation for the credit issued (the executed Amendment is your credit invoice from Tyler).
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. Except as expressly indicated in this Amendment, 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 Huntsville, Alabama

By: 

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Group General Counsel

Title: _____

Date: January 17, 2023

Date: _____