



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Tyler Technologies/Tyler Payments Resolution		
Presenter & Title:	Rita Kruse, Finance Director		
Date:	May 15, 2023		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: SG-I			
Estimated Cost: ~\$275,000	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The City entered into an agreement with New World Systems (NWS) in 2011 for an enterprise resource planning (ERP) system which included financials, human resources, utility billing and community development ("Base Agreement"). New World Systems merged with Tyler Technologies (Tyler) in 2015.</p> <p>Tyler currently supports multiple payment processing platforms for their NWS ERP product. Tyler is limiting the number of providers to streamline their resources and is discontinuing the use of our current payment processing platform (Authorize.net) by the end of 2023.</p> <p>Tyler recommends that the city transition to the Tyler Payments platform. Tyler Payments is PCI-DSS compliant and has additional features to enhance the customer experience when paying for a utility bill online. The annual cost of the Tyler payments is comparable to the current cost.</p> <p>Pursuant to 65 ILCS 5/8-1-7(a) and (b)(3), the City Council may authorize the City Administrator to execute Sales Quotation for Tyler Payments between Tyler Technologies, and the City of Geneva, shown as shown as "Exhibit A," ("Quote") on behalf of the City based on the Base Agreement, as amended: (i) the Quote could be completed in a budget year if the City Council elects not to budget for the services provided pursuant to the Quote in a subsequent budget year and proper notice is given; and (ii) the Quote is for the provision of data processing equipment and services which could be completed within the Mayor's current term if the City Council elects not to budget for the data processing portion of the Quote in a subsequent budget year.</p>			
<ul style="list-style-type: none"> • Resolution and Exhibit 			
Voting Requirements:			
<i>This motion requires a simple majority of affirmative votes for passage.</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Recommend Approval of Resolution No. 2023-53 Authorizing the Execution of the Sales Quotation with Tyler Technologies.			

RESOLUTION NO. 2023-53
RESOLUTION AUTHORIZING EXECUTION OF SALES QUOTATION
FOR TYLER PAYMENTS WITH TYLER TECHNOLOGIES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, Sales Quotation for Tyler Payments between Tyler Technologies, and the City of Geneva, shown as shown as “Exhibit A” in the attached herewith.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 15th day of May, 2023.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 15th day of May, 2023.

Mayor

ATTEST:

City Clerk



Quoted By:
 Quote Expiration:
 Quote Name:

Dudley Wellington
 9/6/23

Sales Quotation For:

City of Geneva
 22 S 1st St
 Geneva IL 60134-2291

Tyler Fees per Transaction

Description	Unit Price	Discount	Net Unit Price
Tyler One			
Payments			
New World Tyler Payments	\$ 0.00	\$ 0.00	\$ 0.00
Tyler Products			
Payments POS	\$ 0.00	\$ 0.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Annual
Tyler One				
Third Party Hardware, Software and Services				
Payments PCI Service Fee (Per Device)	4	\$ 0	\$ 0	\$ 720
Payments Lane 3000 Terminal Purchase	4	\$ 419	\$ 1,676	\$ 0
TOTAL			\$ 1,676	\$ 720

Fixed Fee Services

Description	Units	Price	Maintenance
New World ERP			
Other Services			
Project Management	1	\$ 0	\$ 0
TOTAL		\$ 0	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total SaaS	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 1,676	\$ 720
Summary Total	\$ 1,676	\$ 720
Contract Total	\$ 2,396	

Comment

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

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, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
 - 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 accessible to 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.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o 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.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
 - o 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.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services 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. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
 - Expenses associated with onsite services are invoiced as incurred.
- Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

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.#: _____

Client Electronic Payment Costs If absorbing the transaction costs	
<u>Client Card Cost</u> – Interchange Plus – per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees. <u>Applied to:</u> New World Systems- online and over the counter <ul style="list-style-type: none"> • Utility Billing • Permits • Miscellaneous 	0.50% + \$0.50
<u>Client eCheck Cost</u> – per electronic check transaction	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – Annual recurring fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$396 (annual recurring)
<u>Card Terminal Purchase</u> – Maintenance fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$419 (one-time fee) Plus \$180 Device Annual Support
<u>IVR</u> - per transaction on top of Card fee passed to the payer or absorbed	\$0.50