

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2020-0879

**Innoprise Contract #:** C20-0170

**Year:** 2020

**Amount:** \$2,082,786.00

**Department:** Information Technology

**Contract Type:** Vendor Service Agreement

**Contractors Name:** Tyler Technologies, Inc.

**Contract Description:** Tyler Munis Enterprise Resource Planning Contract

- 1.) Change Order: 2023-0219 - Purchase of Recruiting Module \$15,179.00.
- 2.) Change Order: 2023-0219 - Increase Contract amount by \$32,000 for ERP Project Management hours due to completion date extension.
- 3.) Change Order: 2023-0219 - Remove Inventory License & apply credit of \$11,000 to purchase EPL Licenses.
- 4.) Amendment - Recognizing \$7,571 credit issued for the purchase of EPL Licenses.
- 5.) Change Order - Removed unused HRM conversions & swap with remote implementation hours. No impact to budget as it's a wash.
- 6.) Change Order - Increase Contract by \$194,250.00 for EPL Implementation Services.
7. ~~Amendment - Removed Inventory~~ Software & included EPL Licenses & Maintenance Fees.



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. ("Tyler") and the Village of Orland Park, Illinois ("Client").

WHEREAS, Tyler and the Client are parties to a agreement dated December 22, 2020 ("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 the Client agree as follows:

- 1. The Tyler Inventory 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 items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
a. License Fees. License fees will be invoiced on the date when Tyler provides the Client with access to the applicable Tyler Software (the "Software Access Date").
b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Software Access Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Software Access Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. 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.

Village of Orland Park, Illinois

By: Tina Mize

By: George Kaczwar

Name: Tina Mize

Name: George Kaczwar

Title: Group General Counsel

Title: Village Manager

Date: May, 24 2024

Date: 5/31/24





**Exhibit 1**  
**Amendment 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.

*Sales quotation inserted on the following pages.*

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Summary	One Time Fees	Recurring Fees
Total License Fees	\$ 84,383	\$ 18,400
Total Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 84,383</b>	<b>\$ 18,400</b>
<b>Contract Total</b>	<b>\$ 102,783</b>	

**Tyler Software Discount Detail**

Description	License	License Discount	License Net	Maint Basis	Year One Maint Discount	Year One Maint Net
<b>Enterprise Permitting &amp; Licensing Core Software</b>						
Community Development Suite Additional User	\$ 77,974	\$ 7,571	\$ 70,403	\$ 15,600	\$ 0	\$ 15,600
<b>TOTAL</b>	<b>\$ 77,974</b>	<b>\$ 7,571</b>	<b>\$ 70,403</b>	<b>\$ 15,600</b>	<b>\$ 0</b>	<b>\$ 15,600</b>

**Comments**

**License Addition Details:**

Quote Includes-

- 26 Community Development Users
- 20 View Only Users

Amendment -

- An amendment is provided with this quote to provide the Village of Orland Park with a \$7,571 credit for exchanging the Enterprise ERP (Munis) Inventory Module

License Totals -

- The Village of Orland Park has 30 Community Development Users and 5 Business Management Users as of 2/6/2023.
- A signature on this quote would bring Orland Park's license count to 56 Community Development Users, 5 Business Management Users and 20 View Only Users.

Exhibit 1

# Orland Park IL Amendment\_Tyler 052424

Final Audit Report

2024-05-24

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