## **RESOLUTION NO. R-2021-97**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES FOR IMPLEMENTATION OF THE CONVERSION TO NEW SOFTWARE PLATFORM (V10), AT A COST OF SIXTY-SEVEN THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$67,320) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS,** the City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, the City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS,** the City Council realizes the importance of providing city staff with the most up to date software; and

**WHEREAS,** the City Council of the City of Bastrop, Texas has determined that it is in the best interest of the City of Bastrop, and for the orderly operation of the City's Finance Department, to approve the contract to upgrade the accounting software.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

**SECTION 1.** That the City Manager is hereby authorized to execute a contract with Tyler Technologies, at a cost of Sixty-Seven Thousand Three Hundred Twenty and 00/100 dollars (\$67,320) attached as Exhibit A.

**SECTION 2.** That the City Council of the City of Bastrop has found Tyler Technologies, to be subject matter experts in the field of software technology.

**SECTION 3.** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of October 2021.

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

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## **EXHIBIT A**



Sales Quotation For

Tracy Waldron City of Bastrop PO Box 427

Bastrop , TX 78602-0427 Phone: +1 (512) 332-8820

Email: twaldron@cityofbastrop.org

Quoted By:

Robin Reeves

Quote Expiration:

6/14/2021

Quote Name:

City of Bastrop-LGD-Incode 10 MIgration

Quote Number:

2020-120763

Incode 10 Migration Quote Description:

Tyler Software and Related Services

Description		License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Community Development							
Code Enforcement		\$0	0	\$0	\$0	\$0	\$0
	Sub-Total:	\$0		\$0	\$0	\$0	\$0
	TOTAL:	\$0	0	\$0	\$0	\$0	\$0

Tyler Software and Related Services - Annual	Г	One Time	Fees	
Description		Impl. Hours	Impl. Cost	Net Annual Fee
Financial Management Suite				
ESS Time and Attendance		0	\$0	\$0
	Sub-Total:		\$0	\$0
	TOTAL:	0	\$0	\$0

Tyler Migration Services	
Description	Investmen
Financial Migration Services	\$21,600
Core Financials	
Fixed Assets	
Inventory Control	
Project Accounting	
Purchasing	
Personnel Management Migration Services	\$20,000
Employee Self Service (Employee Portal)	
Personnel Management (Includes Position Budgeting)	
CIS Migration Services	\$20,000
Additional Utility Meter-Reader Interface	

2020-120763 -Incode 10 Migration

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Cashiering
Meter Data Sync
Meter Data Sync with Scheduler
Utility CIS System
Utility Payment Import (Generic Interface)
CRM Migration Services
Content/ Document Mgt Migration Services
Enhanced Utility Bill Form Service (8.5"X11", up to 2 graphs)
Output Director
Secure Signatures (includes 2 signatures)

Standard Forms Package (Financials-4, Court-4, CRM-5, Logo-1)

\$5,720

Sub-Total: TOTAL: \$67,320 **\$67,320** 

Other Services					
Description		Quantity	Unit Price	Extended Price	Maintenance
Project Management		1	\$0	\$0	\$0
1 Toject Management	TOTAL:			\$0	\$0

Summary Total Tyler Services Total Migration Services	One Time Fees \$0 \$67,320	Recurring Fees \$0	
Total Third Party Hardware, Software and Services	\$0	\$0	
Summary Total	\$67,320	\$0	
Contract Total	\$67,320		

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.

Client Approval:

Date:

10/12/21

Print Name:

Hotenson PO#

77-00030

## 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 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 materials basis.
- 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.
- Expenses associated with onsite services are invoiced as incurred.
- All services quoted herein are assumed to be delivered remote unless otherwise indicated.
- Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- Core Financials includes general ledger, budget prep, bank recon, and accounts payable. Five (5) years plus the current year of historical data are included in the Migration Fees listed above.