AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO MODIFY THE SERIVCE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE NEW ESECUTIME PAYROLL MANAGEMENT SYSTEM

BE IT ORDAINT BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS, TO WIT:

Section 1. Bill 18.18 is hereby amended to modify to increase the contract amount to \$33,203.00. All other respects of Bill 18.18 remains unchanged.

<u>Section 2</u>. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 3. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: December 20, 2018 READ SECOND TIME: December 20, 2018

I hereby certify that the above Ordinance No. 18.68 was duly passed on December 20, 2018 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6 Nays: 0

Abstain: 0 Absent: 0

This Ordinance is hereby transmitted to the Mayor for his signature.

Approved as to form:

2/21/2018

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.68.

ATTEST:

ohn Dlivarri, Mayor

Dorothy Utlicks, Deputy City Cler

Dorothy Urlicks, Deputy City Clerk



Sales Quotation For

City of Osage Beach 1000 City Pkwy Osage Beach , MO 65065-3058 Phone: +1 (573) 302-2000 Quoted By:

Robb Ann Perry

Quote Expiration:

3/18/2019

Quote Name:

City of Osage Beach - ExecuTime VPN

Quote Number:

2018-57674

Quote Description:

Other Services

Description	Quanti	ty	Unit Price	Extended Price	Maintenance
ExecuTime VPN Start up Fee		1	\$4,000	\$4,000	\$0
	TOTAL:			\$4,000	\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$4,000	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$4,000	\$0
Contract Total	\$4,000	

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:

12/24/18

Print Name:

P.O.#:

JOHN OLIVAREI

Comments

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: License fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable on delivery.

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Quoted By:

Brian Baker

Date:

11/21/2018

Quote Expiration:

5/20/2019

Quote Name:

City of Osage Beach, MO - ExecuTime Advanced Scheduling

License increase

Quote Number:

2018-61608

Quote Description:

Sales Quotation For

City of Osage Beach

1000 City Pkwy

Osage Beach, MO 65065-3058

Phone +1 (573) 302-2000

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost Da	ata Conversion
Additional:					
ExecuTime Advanced Scheduling License Increase (SaaS)	1.0	\$387.00	0	\$0.00	\$0.00
TOTA	L:	\$387.00	0	\$0.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$387.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$387.00
Contract Total	\$387.00	

Unless otherwise indicated in the contract or Amendmen		•			
for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.					
	Date:	12/24/18			
Print Name: John OLWARK.	P.O. #:				
All primary values quoted in US Dollars					

Comments

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.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

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.

The Munis SaaS fees are based on 16 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

Increase Advanced Scheduling Hosting for up to 50 employees.