

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO MODIFY THE SERVICE AGREEMENT WITH TYLER TECHNOLOGIES FOR THE NEW EXECUTIME PAYROLL MANAGEMENT SYSTEM AND APPROVING THE PURCHASE, INSTALLATION, AND SUPPORT FOR THE PROJECT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS, WIT:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a service agreement with Tyler Technologies for the New Executime Payroll Management System. substantially the same under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed Thirty-two Thousand Eight Hundred Sixteen Dollars. (\$32,816.00)

Section 2. 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: 3/7/2019

READ SECOND TIME: 3/7/2019

I hereby certify that Ordinance No. 19.10 was duly passed on March 7, 2019, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 6

Nays: 0

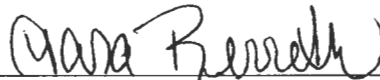
Abstain: 0

Absent: 0

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

3/7/2019

Date



Tara Berreth, City Clerk

Approved as to form:



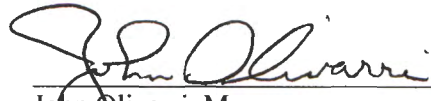
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.10


3.7.2019

Date

ATTEST:



John Olivarri, Mayor



Tara Berreth, City Clerk



Quoted By:

Erin McHale-Vazquez

Date: 2/28/2019
 Quote Expiration: 8/27/2019
 Quote Name: City of Osage Beach, MO - ExecuTime Services
 Quote Number: 2019-68119
 Quote Description: Services for Training

Sales Quotation For

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

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
ExecuTime Professional Services	32	\$125.00	\$0.00	\$4,000.00
TOTAL:				\$4,000.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$4,000.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$4,000.00	\$0.00
Contract Total	\$4,000.00	

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.

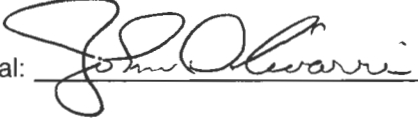
Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

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.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

Fees for services are billed as incurred.

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: March 8, 2019

Print Name: John Olivarri

P.O. #:

All primary values quoted in US Dollars