AN ORDINANCE OF THE CITY OF TRENTON, MISSOURI APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF TRENTON, MISSOURI AND TYLER TECHNOLOGIES, FOR ERP PRO 10 MIGRATIONAND AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF TRENTON, MISSOURI, TO EXECUTE THE SAME BY AND ON BEHALF OF SAID CITY.

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF TRENTON, MISSOURI, AS FOLLOWS, TO WIT:

<u>Section 1</u>. The Mayor and City Clerk of the City of Trenton, Missouri, are hereby authorized and directed to execute said Agreement, a copy of which is attached hereto as Exhibit "A", for ERP Pro10 Migration in Trenton, Missouri by and between Tyler Technologies and the City of Trenton in and on behalf of the City of Trenton, Missouri.

<u>Section 2</u>. This Ordinance shall be in full force and effect immediately from and after its passage and approval.

MAYOR AND EX OFFICIO PRESIDENT OF THE CITY COUNCIL OF THE CITY OF TRENTON, MISSOURI

ATTEST:

APPROVED this 27 day of November, 2023.

AAYOR OF THE CITY OF TRENTON

MISSOURI

ATTEST:

CITY CLERK



Sales Quotation For:

1100 Main St City of Trenton

Trenton MO 64683-1848

+1 (660) 359-2282 Rosetta Marsh

rmarsh@trentonmo.com

Tyler Annual Software - SaaS

ERP Pro 10 Financial Management Suite

Employee Access Pro

Employee Access Pro Time & Attendance

ERP Pro powered by Incode

Quote Expiration Quoted BY

ERP Pro Migration from 9 12/12/23

Lori Dudley

Quote Name

TOTAL:

\$ 2,068

\$0

\$ 2,068

ERP Pro 10 Financial Management Suite **Tyler Migration Services** ERP Pro powered by Incode Description Financial Management Services \$ 25,440

CONFIDENTIAL

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Human Resources Management (Includes Position Budgeting)

\$ 1,440

Accounts Receivable

Core Financials

Fixed Assets

Inventory Control

Project Accounting

Purchasing

| C | ERP P | 7 |
|-------|---|-------------|
| \$ 27 | ERP Pro 10 Customer Relationship Management Suite | ruicidalilg |
| 7,600 | | |

| | | \$ 59,548 | Contract Total |
|-----------|--|---|------------------------------------|
| | \$ 2,068 | \$ 57,480 | Summary Total |
| | | \$ 57,480 | Total Tyler Services |
| | \$ 2,068 | | Total SaaS |
| | Recurring Fees | One Time Fees | Summary |
| \$ 57,480 | | Total: | |
| \$ 3,000 | | it | Project Management |
| | | | Other Services |
| | ма болько кымпын каланы каланы кымпын кы | /Water/Gas | Utility Billing Electric/Water/Gas |
| | | | Cashiering |
| | | | Work Orders |
| \$ 27,600 | | Customer Relationship Management Services | Customer Relation |

Comments

Please Note: Do not bill annual fee for Employee Access Pro Time & Attendance until Financial Suite of ERP Pro 10 Migration has occurred.

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Utility Billing Electric/Water/Gas

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader

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Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure

ashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import

an agreement, amendment, or similar document in which this sales quotation is included: 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 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

- 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 agreement, with renewals invoiced annually thereafter in accord with the Agreement. 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

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 beginning on the first day of the month immediately following initiation of project planning. provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears,
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- 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 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 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 hosted environment.

services. 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-