

## Agenda Item Request Form

**BURNET COUNTY COMMISSIONER'S COURT**

Meetings – 9:00am – 1st through 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA  
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's  
And County Attorney's office prior to being on the Agenda

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Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: [comcrt@burnetcountytexas.org](mailto:comcrt@burnetcountytexas.org)

Presenters are to limit presentation time to no more than 5 minutes.

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**Today's Date: 6/20/2024**  
**Commissioners Court Date: 6/28/2024**

**Requested by: Oakley/ K.Smith**

AGENDA ITEM: Approval and signing of the agreement with Tyler Technologies for an Accounts Receivable package that interfaces with Incode 10/ERP Pro. The cost is a one-time \$1,990 for Professional Services and a yearly fee of \$3,891. The total \$5,881.

Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

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**Sales Quotation For:**

Burnet County  
220 S Pierce St  
Burnet TX 78611-2200  
Karin Smith  
+1 (512) 756-5466  
ksmith@burnetcountytexas.org

Quoted BY Robin Reeves  
Quote Expiration 12/11/24  
Quote Name Misc. Accounts Receivable

**Tyler Annual Software – SaaS**

| Description                           | Annual          |
|---------------------------------------|-----------------|
| ERP Pro                               |                 |
| ERP Pro 10 Financial Management Suite |                 |
| Accounts Receivable                   | \$ 3,891        |
| <b>TOTAL:</b>                         | <b>\$ 3,891</b> |

**Services**

| Description                           | Hours/Units | Extended Price |
|---------------------------------------|-------------|----------------|
| ERP Pro 10 Financial Management Suite |             |                |
| Professional Services                 | 12          | \$ 1,740       |

| Services           |             |                |
|--------------------|-------------|----------------|
| Description        | Hours/Units | Extended Price |
| Other Services     |             |                |
| Project Management | 1           | \$ 250         |
| TOTAL:             |             | \$ 1,990       |

| Summary              | One Time Fees | Recurring Fees |
|----------------------|---------------|----------------|
| Total SaaS           |               | \$ 3,891       |
| Total Tyler Services | \$ 1,990      |                |
| Summary Total        | \$ 1,990      | \$ 3,891       |
| Contract Total       | \$ 5,881      |                |

## Comments

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

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

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

**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, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- 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 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.**

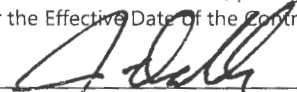
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions 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 fees specifically for migrations: Tyler will invoice Client 50% of any Migration 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 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 hosted environment.

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-services>.

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:

  
JAMES OAKLEY, CO JUDGE

Date:

6/28/24

Print Name:

P.O.#: