



**RESOLUTION NO. 20220222-05**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A  
CONTRACT FOR FINANCIAL ACCOUNTING SOFTWARE WITH TYLER  
TECHNOLOGIES**

**WHEREAS**, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, TexAmericas Center has identified a significant need for an upgraded financial and accounting software system; and

**WHEREAS**, TexAmericas Center has sought, through a competitive Request for Proposal (RFP) bid process, solicitations for the upgrade of the financial accounting software system for TexAmericas Center; and

**WHEREAS** Tyler Technologies has submitted a satisfactory proposal in the initial amount of \$85,300, and has committed to initiating the project in a timely manner; and

**WHEREAS**, Tyler Technologies was founded in 1996 with the express purpose of providing software to governmental entities to include cities, counties, special districts, as well non-profits and currently has over 37,000 governmental clients nationwide including 454 cities, 75 counties, and 43 special districts in the State of Texas; and

**WHEREAS**, taking into consideration the price, functionality, local references, program design, as well as the previous experience of TexAmericas Center personnel, staff has recommended the purchase of INCODE 10 from Tyler Technologies. This software was written specifically for government fund accounting and contains integrated modules to include the General Ledger, Financial Reporting, Budgeting, Purchase Orders, Accounts Payable, Cash Receipts, Accounts Receivable, Payroll, Personnel Management, Project Accounting, Purchasing, Document Management, as well as Fixed Assets modules for general accounting, as well as integrated modules for GASB 87 compliance that is currently required by TexAmericas Center; and

**WHEREAS**, Tyler Technologies will convert and format TexAmericas Center historic financial data to integrate seamlessly with their suite of software.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of TexAmericas Center that the software bid be awarded to Tyler Technologies, the software agreement with Tyler Technologies is hereby approved, and the Executive Director/CEO shall be and he is hereby authorized to negotiate the final terms and language of the Tyler Technologies Contract within the perimeters set forth in Exhibit "A", and that he be and is hereby authorized to execute any and all documents necessary complete the transaction.

**PASSED AND APPROVED THIS 22<sup>nd</sup> day of February 2022.**



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**Jim Roberts, Chairman of the Board**

**ATTEST:**



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**Justin Powell, Secretary**

Attached: Contract



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and TexAmericas Center, TX, with offices at 107 Chapel Lane, New Boston, TX 75570 ("Client").

WHEREAS, Tyler and the Client are parties to a Software as a Service agreement dated February 23, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. As of the Amendment Effective Date, the Investment Summary attached to the Agreement as Exhibit A is hereby removed and replaced in its entirety with the Investment Summary attached hereto as Exhibit 1.
2. Section 2, Term, of Exhibit F to the Agreement is hereby removed and replaced in its entirety with the following:

2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the first day of the first month following the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

*[Remainder Intentionally Left Blank; Signature Page to Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

TexAmericas Center, TX

By: Jisel Lopez

By: Scott Norton

Name: Jisel Lopez

Name: Scott Norton

Title: Deputy Group General Counsel

Title: Executive Director / CEO

Date: March 15, 2022

Date: 3/15/2022



**Exhibit 1**  
**Investment Summary**

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Quoted By:  
Quote Expiration:  
Quote Name:

John Hardin  
5/17/22  
TexAmericas Center SaaS

**Sales Quotation For:**  
TexAmericas Center  
107 Chapel Lane  
New Boston TX 75570

**Tyler Annual Software – SaaS**

Description	Annual
<b>Incode</b>	
<b>Incode 10 Financial Management Suite</b>	
Core Financials	\$ 10,285
Fixed Assets	\$ 1,077
Personnel Management (Includes Position Budgeting)	\$ 7,070
Employee Self Service (Employee Portal)	\$ 0
Project Accounting	\$ 2,312
ESS Time and Attendance	\$ 1,243
Purchasing	\$ 3,076
Accounts Receivable	\$ 1,945
<b>Incode 10 Customer Relationship Management Suite</b>	
Accounts Receivable Online Component	\$ 600
Cashiering	\$ 1,415
<b>Tyler Content Management</b>	
Tyler Content Manager Standard Edition	\$ 3,501

**TOTAL: \$ 32,524**

**Term # of Years: 3**

**Tyler Annual Services**

Description	Annual
<b>Incode</b>	
<b>Other Services</b>	
Tyler U	\$ 1,193

**TOTAL: \$ 1,193**

**Tyler Fees per Transaction**

Description	Net Unit Price
<b>Incode</b>	
<b>Incode 10 Customer Relationship Management Suite</b>	
EasyPay Online Payment Component	\$ 1.25

**Third Party Software & Hardware**

Description	Quantity	Unit Price	Extended Price	Annual
<b>Incode</b>				
<b>Hardware</b>				
Epson TMH6000V Thermal Receipt Printer White USB NEW	1	\$ 1,050	\$ 1,050	\$ 203
<b>TOTAL:</b>			<b>\$ 1,050</b>	<b>\$ 203</b>

**Services**

Description	Hours/Units	Extended Price	Maintenance
<b>Incode 10 Financial Management Suite</b>			
Professional Services	332	\$ 34,860	\$ 0
Accounts Payable History Data Conversion	1	\$ 500	\$ 0

Accounts Payable Vendors Data Conversion	1	\$ 1,000	\$ 0
General Ledger History Data Conversion	1	\$ 500	\$ 0
General Ledger Chart of Accounts Data Conversion	1	\$ 1,000	\$ 0
Personnel Management -Payroll History Data Conversion	1	\$ 1,000	\$ 0
Personnel Management - Employees Records Data Conversion	1	\$ 2,000	\$ 0
Financials Project Management	1	\$ 1,500	\$ 0
<b>Incode 10 Customer Relationship Management Suite</b>			
Professional Services	20	\$ 2,100	\$ 0
Customer Relationship Management Suite Project Management	1	\$ 1,250	\$ 0
<b>Tyler Content Management</b>			
Professional Services	32	\$ 3,360	\$ 0
<b>TOTAL:</b>		<b>\$ 49,070</b>	<b>\$ 0</b>

**Total:**

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total SaaS		\$ 32,524
Total Third Party Hardware, Software, Services	\$ 1,050	\$ 203
Total Tyler Services	\$ 49,070	\$ 1,193
<b>Summary Total</b>	<b>\$ 50,120</b>	<b>\$ 33,920</b>
<b>Contract Total</b>	<b>\$ 84,040</b>	

**Detailed Breakdown of Professional Services (Included in Summary Total)**

Description	Hours	Extended Price	Maintenance
<b>Incode</b>			
<b>Incode 10 Financial Management Suite</b>			



Accounts Payable History Data Analysis	4	\$ 420	\$ 0
Accounts Payable Vendors Data Analysis	4	\$ 420	\$ 0
ESS Time and Attendance	28	\$ 2,940	\$ 0
General Ledger History Data Analysis	4	\$ 420	\$ 0
General Ledger Chart of Accounts Data Analysis	4	\$ 420	\$ 0
Personnel Management History Data Analysis	4	\$ 420	\$ 0
Personnel Management - Employees Records Data Analysis	4	\$ 420	\$ 0
Accounts Receivable	12	\$ 1,260	\$ 0
Core Financials	116	\$ 12,180	\$ 0
Fixed Assets	12	\$ 1,260	\$ 0
Personnel Management	92	\$ 9,660	\$ 0
Project Accounting	12	\$ 1,260	\$ 0
Purchasing	20	\$ 2,100	\$ 0
Employee Self Service - Employee Portal	16	\$ 1,680	\$ 0
<b>Sub-Total</b>	<b>332</b>	<b>\$ 34,860</b>	<b>\$ 0</b>
<b>Incode 10 Customer Relationship Management Suite</b>			
Cashiering	20	\$ 2,100	\$ 0
<b>Sub-Total</b>	<b>20</b>	<b>\$ 2,100</b>	<b>\$ 0</b>
<b>Tyler Content Management</b>			
Tyler Content Manager Standard Edition	32	\$ 3,360	\$ 0
<b>Sub-Total</b>	<b>32</b>	<b>\$ 3,360</b>	<b>\$ 0</b>
<b>TOTAL:</b>	<b>384</b>	<b>\$ 40,320</b>	<b>\$ 0</b>

**Comments**

GASB 87 is not currently available as a product for the ERP Pro software package. When it is available the pricing will be approximately:

- 1,000 Annual SaaS Fee

- 20 hours of training at a rate of 105 per hour

Accounts Payable History conversion includes unlimited historical records

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

General Ledger History conversion includes unlimited historical records

General Ledger conversions include Chart of Accounts - additional fee for historical views.

Personnel Management History conversion includes unlimited historical records

Personnel Management/Payroll conversions include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.

Accounts Receivable Online Component displays account status, accounts for payment, has Security-(Secure Socket Layer), and payment processing via credit cards. Payment packet is created to be imported to accounts receivable system.

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, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures. EasyPay Online Payment Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a \$1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

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.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o 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.
  - o 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.
  - o 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.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o 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:  Date: 3/15/2022  
Print Name: Scott Nish P.O.#: \_\_\_\_\_