PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13G
DATE 10/10/11

Meeting Date: **October 10, 2011**

Public Hearing ____ Ordinance ____ Resolution ____ Motion X

Item: **Contract #20010006- Change Order #2 – Annual Support Agreement and License Agreement for Munis Software - Tyler Technologies, Inc., MUNIS Division – Payment of $55,549.05.**

Recommended Action:

1) Approval to purchase annual support and licenses for Munis software from Tyler Technologies, Inc., MUNIS Division, for $ 55,549.05. Term: October 26, 2011 – October 25, 2012.

Exhibits: Department memo attached [ ] yes [X] no
Annual Support Agreement and License Agreement for Munis Software
Copies of Tyler Technologies invoices: #52884 - $52,849.05
#52885 - $ 2,700.00
$55,549.05

Summary Explanation/Background Information:

History: Bid #96-318 was awarded to Computer Center Software, July 1996, which included all license expense as mutually agreed. **Contract #96-35788** was signed August 2. 1996. In 2000, Munis/Tyler Technologies, Inc. took over and required signed license agreements **(Contract #20010006).**

The Annual Support Agreement and License Agreement will be brought to Council each year as a **Change Order** to the contract for better accountability and documentation. Change Order #2 is for the term of October 26, 2011 through October 25, 2012, in the amount of **$55,549.05.**

Purchase is not a replacement

Purchase (X) was budgeted

Annual Expenditure: $ 55,549.05

Department requests expenditure from the following:

Fund	001	General Fund
Cost Center	1320	Information Services
Object Code	546200	Repair and Maintenance-Office Equipment
Project	000000	N/A

Director of OMB concurs with award: _____ City Manager concurs with award: _____

Submitted by: Daniel Hakim

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OCT 04 2011
City Manager's Office

Title: MIS Director

Date Submitted: OCTOBER 4, 2011

ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT FOR MUNIS® SOFTWARE

Invoice to: 2909	City of Port St. Lucie	Contact: Larry Miller
Address:	Attn: Accounts Payable 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984-5099	Telephone: 772.871.5166

This Support and License Agreement (herein "Agreement") is entered into between City of Port St. Lucie (Licensee) with its principal place of business at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 26th day of October 2011.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 10/26/11 and shall remain in force until 10/25/12 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: [X] City/Town/Village [ ] School [ ] County [ ] Other
(This Agreement is limited to only those entities marked.)

III. Payment

1. Licensee agrees to pay MUNIS $ 52,849.05, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
2. Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's SUSE Linux V9 system.

Application:		Application:	
Accounting/GL/BG/AP	D	Role Tailored Dashboard	D
Accounts Receivable	D	Employee Self Service	C
Applicant Tracking	D		
Bid Management	D		
Fixed Assets	D		
HR Management	D		
Inventory	D		
MUNIS Office	D		
Payroll	D		
Project & Grant Accounting	D		
Purchase Orders	D		
Requisitions	D		
Treasury Management	D		
Tyler Forms Processing	D		

Licensee[1]

Date

Tyler Technologies, Inc., MUNIS Division

Richard E. Robertson Jr., President

Date August 11, 2011

* Current Billable Service Rates are available on request.
Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

[1] Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions outlined herein. MUNIS will not accept any changes to this contract.

Revised 8/1/2007

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
   a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
   b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
   c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
   d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
   e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
   f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
   a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
   b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
   a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
   b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

tyler technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 678168
Dallas, TX 75267-8168

Questions:

Phone: 207-781-2260
Toll-free: 1-800-772-2260
Email: munis.accounting@tylertech.com
Fax: 207-781-2459 (Accounting Dept)

Invoice

Invoice No	Date	Page
52884	08/17/2011	1 of 3

RECEIVED
AUG 22 2011
FINANCE DEPT.

Bill To: CITY OF PORT ST. LUCIE
ATTN: ACCOUNTS PAYABLE
121 SW PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984-5099

Ship To: CITY OF PORT ST. LUCIE
ATTN: ACCOUNTS PAYABLE
121 SW PORT ST. LUCIE BLVD
PORT ST. LUCIE, FL 34984-5099

Customer No.	Ord No	PO Number	Ext Ref No.	Currency	Terms	Due Date
2909	26916			USD	NET30	09/16/2011

Date	Description	Units	Rate	Extended Price
Contract No.: PORT ST. LUCIE, FL				
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	2,527.35	2,527.35
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP ok Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	12,003.60	12,003.60
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	2,021.25	2,021.25
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT ok Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	1,378.65	1,378.65
	SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	1,652.40	1,652.40
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	2,756.25	2,756.25
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	4,594.80	4,594.80
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	2,527.35	2,527.35
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	1,953.00	1,953.00
	SUPPORT & UPDATE LICENSING - PAYROLL Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	7,581.00	7,581.00

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2909	26916			USD	NET30	09/16/2011

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	2,297.40	2,297.40
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	2,756.25	2,756.25
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	2,297.40	2,297.40
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	1,652.40	1,652.40
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	2,297.40	2,297.40
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012	1	2,552.55	2,552.55

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Customer No.	Ord No	PO Number	Ext Ref No.	Currency	Terms	Due Date
2909	26916			USD	NET30	09/16/2011

Date	Description	Units	Rate	Extended Price

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SEP 06 2011
M.I.S. DEPT.

Subtotal	52,849.05
Sales Tax	0.00
Invoice Total	52,849.05

VENDOR 181740

tyler technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 678168
Dallas, TX 75267-8168

Invoice

Invoice No	Date	Page
52885	08/17/2011	1 of 1

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Customer No.	Ord No	PO Number	Ext Ref No.	Currency	Terms	Due Date
2909	26917			USD	NET30	09/16/2011

Date	Description	Units	Rate	Extended Price
Contract No.: PORT ST. LUCIE, FL				
	MUNIS GUI SITE LICENSE SUPPORT	1	2,700.00	2,700.00
	Maintenance: Start: 26/Oct/2011, End: 25/Oct/2012			

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AUG 22 2011
FINANCE DEPT.

RECEIVED
SEP 06 2011
M.I.S. DEPT.

Subtotal	2,700.00
Sales Tax	0.00
Invoice Total	2,700.00

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