

914  
**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 16 Ordinance/Resolution# 09-10-347 Council District:     

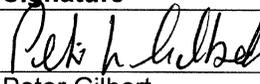
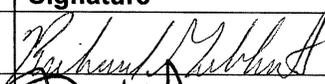
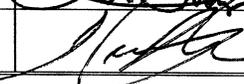
For Meeting of August 17, 2009  
 (Adoption Date)

**TITLE: A RESOLUTION FOR THE RENEWAL OF ANNUAL SOFTWARE SUPPORT AND LICENSING UPDATES, DISASTER RECOVERY, GUI SUPPORT AND OSDBA SUPPORT AGREEMENTS AWARDED TO TYLER TECHNOLOGIES, INC., MUNIS DIVISION OF FALMOUTH, ME IN THE TOTAL AMOUNT OF \$168,851.02.**

**PURPOSE(S) OF ACTION:** This is the annual renewal of annual software support and licensing updates, disaster recovery, GUI support and OSDBA support agreements for the City's ERP system previously approved per resolution #08-09-394.

**Key Issues/Contributing Factors:**

The MUNIS ERP system supports Finance, HR, Payroll, Work Order and Permits computing needs, it is necessary for its continued operation to extend the Service and Support Contract for the next fiscal year. These services also include disaster recovery services in the event of catastrophic loss to the City's MUNIS computing system; these are annual renewals of the agreements.

<b>Name of Drafter:</b> Peter Gilbert, ERP Project Manager		<b>Department:</b> Information Technology		<b>Phone:</b> 541-2109	
<b>Department</b>	<b>Signature</b>	<b>Phone</b>	<b>Department</b>	<b>Signature</b>	<b>Phone</b>
Originating Department		541-2032	Budget		2300
	Peter Gilbert		Assistant City Manager		2271
Legal		541-2128	City Manager		2076

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:** The Information Technology department requests approval for a one-year renewal of annual software support and licensing updates, disaster recovery, GUI support and OSDBA support agreements. The support and license agreements will allow the City to receive new software releases and technical assistance through June 30, 2010.

This is a sole-source software maintenance agreement as only MUNIS can offer support and updates to their products. The software supports finance, payroll and other department computer systems.

**SUPPORT INFORMATION:**

**SUPPORT INFORMATION:**

<b>Fund Name / Account Number</b>	<b>Amount of Expenditure</b>	<b>Budget Amount</b>
Information Tech. Software 61002030-721125	\$ 168,851.02	\$168,851.02

1. Exhibit A, Purchasing Manager's Request to Contract.
2. Resolution # 09-10-347.
3. Invoice # 11845 for Annual Software Support and Licensing Updates \$111,111.02 dated 5/26/2009.
4. Invoice # 11846 for GUI Support \$4,830.00 dated 5/26/2009.
5. Invoice # 11737 for Disaster Recovery \$26,455.00 dated 5/18/2009.
6. Invoice # 11476 for OSDBA Administrative Support \$26,455.00 dated 5/15/2009.

**OPTIONS / ALTERNATIVES:**

1. Vote yes to approve the resolution awarding the agreements to Tyler Technologies, Inc. MUNIS Division in the amount of \$168,851.02.
2. Vote no to reject the resolution.

**RESOLUTION NO. 09-10-347**

**A RESOLUTION FOR THE RENEWAL OF ANNUAL SOFTWARE SUPPORT AND LICENSING UPDATES, DISASTER RECOVERY, GUI SUPPORT AND OSDBA SUPPORT AGREEMENTS AWARDED TO TYLER TECHNOLOGIES, INC., MUNIS DIVISION OF FALMOUTH, ME IN THE TOTAL AMOUNT OF \$168,851.02.**

The City Council of the City of Las Cruces is informed that:

**WHEREAS**, The Information Technology Department requests approval for a one-year support , disaster recovery and license agreement for software for the City's MUNIS finance, and utility billing, permitting and payroll computer systems. The support and license agreement will allow the City to receive new software releases and technical assistance through June 30, 2010, and;

**WHEREAS**, City staff is recommending awarding the maintenance agreement to Tyler Inc., MUNIS Division in the amount of \$168,851.02 for fiscal year 2009/2010.

**NOW, THEREFORE**, be it resolved by the governing body of the City of Las Cruces.

**(I)**

**THAT**, the City of Las Cruces award a contract for a maintenance agreement to Tyler Technologies in the amount \$168,851.02.

**(II)**

**THAT**, city staff is hereby authorized to do all deeds necessary in accomplishment of the herein above.

DONE AND APPROVED this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_ Mayor

ATTEST:

VOTE:

\_\_\_\_\_  
City Clerk

(SEAL)

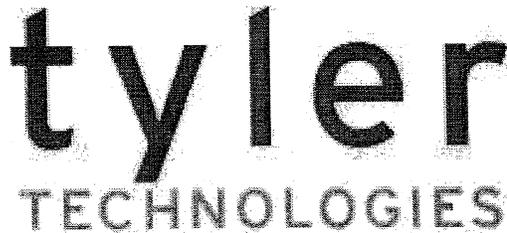
Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Mayor Miyagishima:	_____
Councilor Silva:	_____
Councilor Connor:	_____
Councilor Archuleta:	_____
Councilor Small:	_____
Councilor Jones:	_____
Councilor Thomas:	_____

Approved as to Form:

*[Handwritten Signature]*  
\_\_\_\_\_  
City Attorney



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**Remittance:**  
 Tyler Technologies, Inc  
 P.O. Box 678168  
 Dallas, TX 75267-8168

# Invoice

Invoice No	Date	Page
11845	05/26/2009	1 of 4

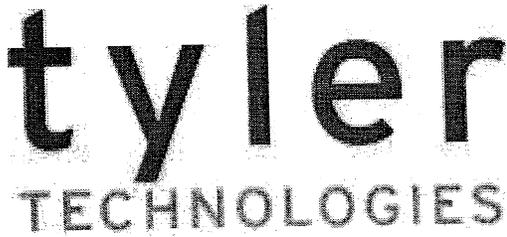
**Questions:**  
 Phone: 207-781-2260  
 Toll-free: 1-800-772-2260  
 Email: munis.accounting@tylertech.com  
 Fax : 207-781-2459 (Accounting Dept)

Bill To: CITY OF LAS CRUCES  
 ATTN: PETER GILBERT  
 200 NORTH CHURCH STREET  
 LAS CRUCES, NM 88001

Ship To: CITY OF LAS CRUCES  
 ATTN: PETER GILBERT  
 200 NORTH CHURCH STREET  
 LAS CRUCES, NM 88001

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4943	2083		USD	NET30	06/25/2009

Date	Description	Units	Rate	Extended Price
	: LAS CRUCES, NM SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	3,326.40	3,326.40
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	4,423.79	4,423.79
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	2,101.81	2,101.81
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	2,010.58	2,010.58
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	2,010.58	2,010.58
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	3,107.09	3,107.09
	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	5,529.09	5,529.09
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	4,021.15	4,021.15
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	4,295.72	4,295.72
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	4,021.15	4,021.15



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Tyler Technologies, Inc  
P.O. Box 678168  
Dallas, TX 75267-8168

**Invoice**

Invoice No	Date	Page
11845	05/26/2009	2 of 4

**Questions:**

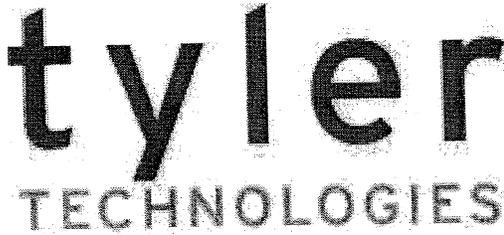
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4943	2083		USD	NET30	06/25/2009

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD(OPERATIONAL INTELLIGENCE VIEWS) Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	2,263.08	2,263.08
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	7,819.49	7,819.49
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	3,107.09	3,107.09
	SUPPORT & UPDATE LICENSING - BUSINESS OBJECTS Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	5,077.32	5,077.32
	TYLER POSTAL XPRESS SUPPORT Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	1,416.70	1,416.70
	SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	603.52	603.52
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	2,413.22	2,413.22
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	4,386.95	4,386.95
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	2,538.66	2,538.66
	SUPPORT & UPDATE LICENSING - UTILITY BILLING	1	7,494.05	7,494.05



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Invoice No	Date	Page
11845	05/26/2009	3 of 4

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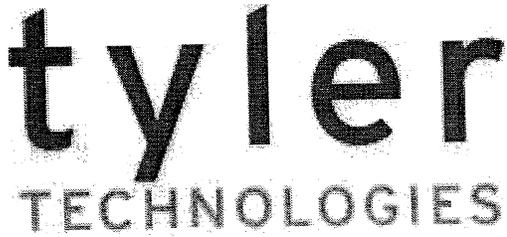
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4943	2083		USD	NET30	06/25/2009

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010				
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	4,423.79	4,423.79
Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	14,623.17	14,623.17
Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010				
	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK	1	3,015.86	3,015.86
Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010				
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	1	1,005.29	1,005.29
Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010				
	SUPPORT & UPDATE LICENSING - GASB 34 REPORT WRITER	1	2,285.14	2,285.14
Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010				
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	1,828.12	1,828.12
Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010				
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	3,655.35	3,655.35
Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010				
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	3,015.86	3,015.86
Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010				



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<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
11845	05/26/2009	4 of 4

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4943			USD	NET30	06/25/2009

<b>Date</b>	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended Price</b>
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<b>Subtotal</b>	105,820.02
<b>Sales Tax</b>	5,291.00
<b>Invoice Total</b>	111,111.02

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT  
FOR MUNIS® SOFTWARE**

Invoice to:	City of Las Cruces	Contact:	Peter Gilbert
	200 North Church Street		
Address:	Las Cruces, NM 88001	Telephone:	505.541.2109

This Support and License Agreement (herein "Agreement") is entered into between City of Las Cruces (Licensee) with its principal place of business at 200 North Church Street, Las Cruces, NM and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One, Falmouth, Maine, 04105 on this 1st day of July 2009.

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 07/01/09 and shall remain in force until 06/30/10 (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:  City/Town/Village  School  County  Other  
(This Agreement is limited to only those entities marked.)

**III. Payment**

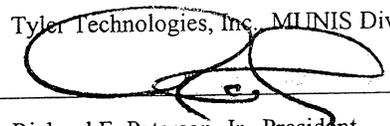
1. Licensee agrees to pay MUNIS \$ 105,820.05, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
2. Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the 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 \_\_\_\_\_ system.

<b>Application:</b>		<b>Application:</b>	
Accounting/GL/BG/AP	E	MUNIS Office	E
Accounts Receivable	E	Payroll with ESS	C
Applicant Tracking	C	Permits Code Enforcement	E
Bid Management	E	Role Tailored Dashboard	C
Bus Licenses	E	Project & Grant Accounting	E
Business Objects Upgrade	E	Purchase Orders	E
Citizen Self Service	E	Requisitions	E
Contract Management	E	Timekeeping Interface	C
Fixed Assets	E	Treasury Management	E
GASB 34 Report Writer	E	Tyler Forms Processing	E
General Billing	E	UB Interface	E
HR Management	C	Tyler Forms – Postal Xpress	E
Inventory	E	Utility Billing CIS	E
MUNIS MapLink	E	Work Orders, Fleet & Facilities	E

Licensee<sup>1</sup>  
\_\_\_\_\_  
Date \_\_\_\_\_

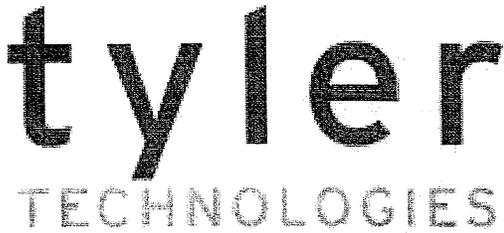
Tyler Technologies, Inc. MUNIS Division  
  
\_\_\_\_\_  
Richard E. Peterson, Jr., President  
Date April 29, 2009

## 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



Remittance: <sup>924</sup>  
Tyler Technologies, Inc  
P.O. Box 678168  
Dallas, TX 75267-8168

# Invoice

Invoice No	Date	Page
11737	05/18/2009	1 of 1

**Questions:**  
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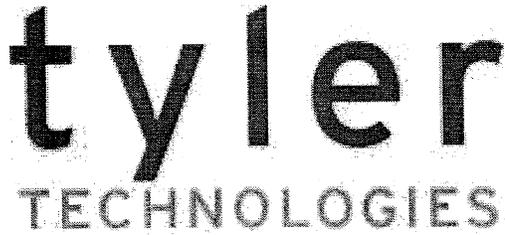
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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4943	2883		USD	NET30	06/17/2009

Date	Description	Units	Rate	Extended Price
Contract No.: LAS CRUCES, NM DISASTER RECOVERY CONTRACT Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010		1	26,455.00	26,455.00

Subtotal	26,455.00
Sales Tax	0.00
Invoice Total	26,455.00



925

**Remittance:**

Tyler Technologies, Inc  
P.O. Box 678168  
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**Invoice**

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
11476	05/15/2009	1 of 1

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<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
4943	2626		USD	NET30	06/14/2009

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
Contract No.: LAS CRUCES, NM	OPERATING SYSTEM DATABASE ADMINISTRATIVE SUPPORT	1	26,455.00	26,455.00
Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010				

<b>Subtotal</b>	26,455.00
<b>Sales Tax</b>	0.00
<b>Invoice Total</b>	26,455.00

## Annual Agreement For Operating System & Database Administration Support

Invoice to: City of Las Cruces

Contact: Peter Gilbert

Address: 200 North Church Street Las Cruces, NM 88001

Telephone: (575) 202-0423

This Agreement (herein "Agreement") is entered into between City of Las Cruces (CUSTOMER) with its principal place of business at 200 North Church Street Las Cruces, NM 88001 and Tyler Technologies, Inc., MUNIS Division (MUNIS) with its principal place of business at 370 US Route One Falmouth, Maine, 04105 on this 15 day of May, 2009.

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

CUSTOMER agrees to purchase and MUNIS agrees to provide the services listed below in accordance with the following terms and conditions.

### I. Term of Agreement:

This Agreement is effective as of 07/01/2009 and shall remain in force until 06/30/2010 (one year term). Upon termination of this Agreement CUSTOMER may renew the Agreement for subsequent one year periods at the then current fee structure as established by MUNIS.

### II. Scope of the Agreement:

Both parties acknowledge that this Agreement covers the services described below, for the operations of:

City/Town       School       County       Other

(This Agreement is limited to only those entities marked.)

### III. Payment:

1. CUSTOMER agrees to pay MUNIS \$26,455.00, for the services as described below. This payment is due and payable upon execution of the Agreement.
2. Additional Charges. Any maintenance performed by MUNIS for CUSTOMER who is 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 CUSTOMER. Any additional charges will be added to the next invoice submitted to CUSTOMER and shall be due on the same date as the other charges included in that invoice.

### IV. Covered System:

Specified Hardware System:

IBM xSeries 346 & 460  
WINDOWS 2003 EE

Database Products:

SQL Server 2000 EE  
1 Users

### V. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of CUSTOMER.
  - a. OS/DBA Service is available 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.
  - b. OS/DBA related trouble calls can be placed by dialing 1-800-772-2260 and choosing option 3, then choosing option 5. . At particular times, your call may be forwarded to the OS/DBA mailbox at extension 5545. In either case, your call will be recorded and answered on a first in first out basis, except on reports that declare your system is down, which are moved to the head of the queue.
  - c. The Windows System Administration services are restricted to the Application Server that MUNIS is installed on. In cases where a stand by server is employed, the stand by server is included as long as the stand by server is only used in the event of the primary application server failing. Specifically, the standard OS/DBA contract for Windows System Administration support is intended to be for a single Windows Server; the MUNIS Application Server.
  - d. Database: The intended coverage for a standard OS/DBA contract is for a single MUNIS Application Server running any number of MUNIS Application modules utilizing 1 live and 1 training database. Therefore, the Database Administration services are restricted to 2 MUNIS Databases, defined as one live database and one training database.
    - (1) In cases where multiple live databases exist, as is the case when more than one business entity shares the MUNIS Application Server, each additional separate business entity is required to contract for the Database Administration Services portion of the OS/DBA Services contract separately at a rate of 50% of the quoted OS/DBA contract price. In this event, one of the business entities sharing the MUNIS Application Server is required to purchase the OS/DBA contract at full price..
    - (2) In cases where multiple databases exist, and all databases belong to a single business entity, only one live and

- (2) MUNIS required foundation software is defined as any software required to run MUNIS. This includes Database Engine software, Informix 4GL Runtime software, Informix Dynamic 4GL software and 4J's Universal Compiler Runtime software.
- (3) In no case does the OS/DBA contract supply support for any Microsoft Product including the PC operating system.
- g. In cases where multiple installations of foundation software exist for any purpose other than as required for a stand by or back up server configuration, such as a development installation, only the installation required to run MUNIS is covered under the standard OS/DBA contract.
- h. The scope of the service provided by a standard OS/DBA contract is restricted to the installation and configuration of MUNIS Application software and MUNIS required foundation software as originally installed on the MUNIS Application Server.
- i. Further services in the category of Windows System Administration are limited to administrative tasks on the installed Operating System.
- j. Further services in the category of Data Base Administration are limited to administrative tasks on the installed Database Engine software.
2. **Limitations and Exclusions:**
- a. This Agreement does include the installation and configuration of a new or upgraded server once every two years.
- b. This Agreement does not include the installation and configuration of a new Informix Engine.
- c. This Agreement does not provide support for software not required to run MUNIS.
- e. This Agreement does not provide support for software required but not recommended (i.e. terminal emulation software that has not been recommended by MUNIS).
3. **CUSTOMER Responsibilities:**
- a. CUSTOMER 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. CUSTOMER 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. CUSTOMER 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 CUSTOMER in each instance.
4. **Non-Assignability:** CUSTOMER 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 CUSTOMER for services under this Agreement. CUSTOMER 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 CUSTOMER'S CLAIM.

## VI. General

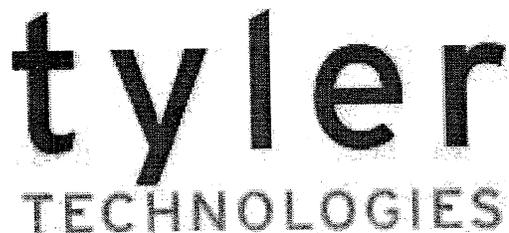
1. **Governing Law:** This agreement shall be governed by, and construed in accordance with, the laws of the client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both CUSTOMER and MUNIS.
3. **Suspension:** Support and services will be suspended whenever CUSTOMER's account is thirty days overdue. Support and services will be reinstated when CUSTOMER's account is made current.
4. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of MUNIS, Inc.

CUSTOMER<sup>50</sup>

Tyler Technologies, Inc., MUNIS Division



Richard E. Peterson, Jr., President  
May 15, 2009



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**Remittance:**

Tyler Technologies, Inc  
P.O. Box 678168  
Dallas, TX 75267-8168

**Invoice**

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
11846	05/26/2009	1 of 1

**Questions:**

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

Bill To: CITY OF LAS CRUCES  
ATTN: PETER GILBERT  
200 NORTH CHURCH STREET  
LAS CRUCES, NM 88001

Ship To: CITY OF LAS CRUCES  
ATTN: PETER GILBERT  
200 NORTH CHURCH STREET  
LAS CRUCES, NM 88001

<b>Customer No.</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
4943	2446		USD	NET30	06/25/2009

Date	Description	Units	Rate	Extended Price
	LAS CRUCES, NM MUNIS GUI SITE LICENSE SUPPORT Maintenance: Start: 01/Jul/2009, End: 30/Jun/2010	1	4,600.00	4,600.00

<b>Subtotal</b>	4,600.00
<b>Sales Tax</b>	230.00
<b>Invoice Total</b>	4,830.00

# TYLER FINANCIAL DIVISION

## 2009 HOLIDAY SCHEDULE

New Year's Day	Thursday, January 1 <sup>st</sup>
Memorial Day	Monday, May 25 <sup>th</sup>
Independence Day	Friday, July 3 <sup>rd</sup>
Labor Day	Monday, September 7 <sup>th</sup>
Thanksgiving Day	Thursday, November 26 <sup>th</sup>
Day After Thanksgiving	Friday, November 27 <sup>th</sup>
Christmas	Friday, December 25 <sup>th</sup>

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**CITY OF LAS CRUCES****PURCHASING MANAGER'S REQUEST TO CONTRACT****For Meeting of: August 17, 2009****Resolution No.: 09-10-347****Existing Contract Purchase For  
The Renewal of Four Annual Agreements for the City's Munis ERP System**

The Las Cruces City Council is provided the following information concerning this request:

**BID/RFP SOLICITATION INFORMATION:**

- |  |  |
|--|--|
| 1. Original Bid/RFP & Due Date:                          | <b>RFP #04-05-184/ November 23, 2004</b>           |
| 2. Description of Bid/RFP:                               | <b>Integrated ERP Software System</b>              |
| 3. Number of Original Responses                          | <b>One (1)</b>                                     |
| 4. Existing Contract Expiration Date:                    | <b>June 30, 2009</b>                               |
| 5. Last Contract Renewal by Council:                     | <b>Resolution No. 08-09-394/ September 2, 2008</b> |
| 6. Using Department:                                     | <b>Information Technology</b>                      |
| 7. Current Award Recommendation To:                      | <b>Tyler Technologies, Inc.</b>                    |
| 8. Total Award Amount (includes any tax and contingency) | <b>\$168,851.02</b>                                |
| 9. Contract Duration:                                    | <b>Until Project Completion</b>                    |

**PROCUREMENT CODE COMPLIANCE:**

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-316.**

  
Purchasing Manager

17/31/09  
Date

**CONFIRMATION OF FUND ENCUMBRANCE:**

REQUISITION OR PURCHASE ORDER NUMBER:	<b>91002516</b>
	<b>10100427</b>
	<b>10100428</b>
	<b>10100429</b>



Fund 6130 IT SVCS Acct 6130-00-25-2510-2510-0000-00-721125-  
 Org 61002030 MIS OPERAT Acct name COMPUTER SOFTWARE MAINTENANCE  
 Object 721125 COMPUTER S Type Expense Status Active Bud Group  
 Project Account Notes

- Detail
- Months
- Seg Find
- Totals

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4 Year Comparison	Fiscal Year			
	2009	2008	2007	2010
Yr/Per 2009/13	260,000.00	280,000.00	356,134.00	200,000.00
Original Budget	.00	292.00	.00	
Transfers In	.00	.00	.00	
Transfers Out	260,000.00	280,292.00	356,134.00	200,000.00
Revised Budget	243,718.20	260,301.79	261,862.14	9,011.66
Actual (Memo)	.00	.00	.00	.00
Encumbrances	.00	.00	.00	169,008.06
Requisitions	16,281.80	19,990.21	94,271.86	21,980.28
Available	93.74	92.87	73.53	89.01
Percent used				



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