

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 11 Ordinance/Resolution# 09-10-445 Council District:

For Meeting of December 7, 2009

(Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO AMEND THE CONTRACT WITH TYLER TECHNOLOGIES INC., MUNIS DIVISION BY \$42,025.00 TO PROVIDE ADDITIONAL ERP (ENTERPRISE RESOURCE PLANNING) SOFTWARE; THIS WOULD INCREASE THE PROJECTED AUTHORIZED AMOUNT FOR THIS PROJECT TO \$1,325,564.04.

PURPOSE(S) OF ACTION: A request to approve the addition of \$42,025.00 to MUNIS ERP contract.

Name of Drafter:		Department:		Phone:	
Department	Signature	Phone	Department	Signature	Phone
Originating Department			Budget		2300
	Peter Gilbert	541-2109	Assistant City Manager		2271
Legal		2128	City Manager		2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

City Council approved a resolution 04-05-184 on October 1, 2005 to enter into a Contract with Tyler Technologies Inc., MUNIS division to provide ERP (Enterprise Resource Planning) software in the amount of \$1,283.539.04.

The City is in the final stages of the implementation of the MUNIS ERP System with General Ledger, Payroll, Human Resources, Permits, General Billing and Utility Billing modules being operational.

Due to the Utility Billing module requiring more resources to implement than planned under the original contract the present contracts funding has been completely depleted and additional funds are required to complete the final modules which are Business Licenses, Fleet Work Orders and Codes Enforcement.

Completion of the Contract will require an additional 23 Implementation days at \$1,175 per day for a total of \$27,025 and an addition of \$15,000 to the "Not to exceed travel expenses" for a total of \$42,025.00.

City staff recommends the amendment to Tyler Technologies, Inc., - MUNIS Division of Falmouth, Maine, in the amount of \$42,025.00.

SUPPORT INFORMATION:

1. Resolution #09-10-445
2. Purchasing Managers Recommendation
3. Attachment "A" Contract Amendment

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Software Fund 1020-10102090-730410	\$42,025.00	\$227,000.00

OPTIONS / ALTERNATIVES:

1. Vote **"YES"** and approve the Resolution. This action will allow City staff to complete the ERP Implementation.
2. Vote **"NO"** and deny the Resolution. Requiring the City to halt its ERP implementation with Business Licenses, Codes Enforcement and Fleet not completed.
3. Instruct Staff to seek alternative solutions for the completion of the ERP system.

RESOLUTION NO.#09-10-445

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO AMEND THE CONTRACT WITH TYLER TECHNOLOGIES INC., MUNIS DIVISION BY \$42,025.00 TO PROVIDE ADDITIONAL ERP (ENTERPRISE RESOURCE PLANNING) SOFTWARE; THIS WOULD INCREASE THE PROJECTED AUTHORIZED AMOUNT FOR THIS PROJECT TO \$1,325,564.04.

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

WHEREAS, the City is in need of an update to its central information system; and

WHEREAS, City Council approved a resolution #04-05-184 on October 1, 2005 to enter into a Contract with Tyler Technologies Inc., MUNIS division to provide ERP (Enterprise Resource Planning) software in the amount of \$1,283,539.04,

WHEREAS, Due to cost overruns with the Utility Billing system the original contract amount of \$1,283,539.04 has been expended, and,

WHEREAS, An additional \$42,025.00 is required to complete the project, and,

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

(I)

THAT, the contract with TYLER Technologies, Munis Division in the amount of \$1,283,539.04 be amended by adding \$42,025.00 to allow the project to be completed.

(II)

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

DONE AND APPROVED this 7th day of December, 2009.

By _____
Mayor

ATTEST:

City Clerk

{SEAL}

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Pedroza :	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

City Attorney

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST FOR AMENDMENT

For Meeting of: December 7, 2009

Resolution No.: 09-10-445

**Amendment to Existing Contract For
Munis ERP (Enterprise Resource Planning) Software**

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

BID/RFP SOLICITATION INFORMATION:

- 1. Original Bid/RFP & Due Date: **RFP #04-05-184/ December 22, 2004**
- 2. Description of Bid/RFP: **Munis ERP Software**
- 3. Contract Award: **Resolution No. 04-05-184/ October 17, 2005**
- 4. Contract Revision:
 - Previous Contract Award Amount: **\$1,283,539.04**
 - Change Order Amount: **\$42,025.00**
 - New Contract Amount: **\$1,325,564.04**
- 5. Contractor: **Tyler Technologies Inc., Munis Division of Falmouth, ME**
- 6. Using Department: **Information Technology**
- 7. Contract Duration: **Twenty Three (23) Implementation Days**

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to change the above contract is hereby requested pursuant to **Section 24-228.**


 Purchasing Manager

/ 11/20/09
 Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:	10101805
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ATTACHMENT "A"

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2009, by and between Tyler Technologies, Inc., with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the City of Las Cruces, with offices at 200 N. Church Street. Las Cruces, NM 88001 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 21, 2005 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

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

1. Twenty Three (23) Implementation days, totaling \$27,025 (\$1,175 per day), are hereby added to the Agreement.
2. The "Not to Exceed Travel Expenses" line item in the Investment Summary (Exhibit 7), first increased \$15,000 (\$119,817 to \$134,817) pursuant Amendment dated April 9, 2009, is increased by an additional \$15,000 (\$134,817 to \$149,817). Accordingly, the reference to projected Travel Expenses in Exhibit 10 is increased in the same manner.
3. Services added per this Amendment, plus expenses, will be invoiced as provided/incurred.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Las Cruces

By: _____

By: _____

Name: _____

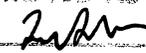
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM


 City Attorney

EXHIBIT 10

Travel Expense Reimbursement

Provided the CITY gives the CONTRACTOR at least fourteen (14) days notice prior to scheduling CONTRACTOR services, the total travel expenses are projected to be \$119,817 for the products and services listed in the Investment summary, unless approved by the CITY in advance, with such approval not to be unreasonably withheld. Travel expenses are not under direct control of the CONTRACTOR. However, the CONTRACTOR will make best efforts and work diligently with the CITY to manage travel related expenses.

In the event, the CITY cancels on-site services less than two (2) weeks in advance, the CITY will remit payment to the CONTRACTOR for all non-cancelable expenses incurred by the CONTRACTOR associated with such services.

Airfare fees for the CONTRACTOR'S travel shall be for coach or economy class or lowest available fare. Car rental fees shall be for compact or economy cars or lowest available car. Taxi, shuttle, bus transportation, and/or personal car mileage (\$.405 per mile plus tolls and parking) will be used if less expensive than and comparably convenient to car rental. Lodging shall be for low-to-mid priced or lowest available hotels/motels. Daily food allowance shall not exceed \$35 for services provided by MUNIS during the eighteen (18) month period commencing upon signing of this Agreement. Tips shall not exceed 15% for meals and 10% for taxi fare. Personal long distance and other calls are not reimbursable. The CONTRACTOR acknowledges and agrees that the CITY will not reimburse the CONTRACTOR for entertainment expenses. The CONTRACTOR will not charge the CITY for time spent by the CONTRACTOR traveling to and from the CITY'S site for the duration of the implementation as set forth in the Implementation Plan. Notwithstanding the foregoing, the CONTRACTOR may charge the CITY for time spent by the CONTRACTOR traveling to and from the CITY'S site in the event the CITY requests services from the CONTRACTOR less than seventy-two (72) hours in advance. Subject to the terms and conditions herein, in the event the CONTRACTOR decides to charge clients for time spent by the CONTRACTOR traveling to and from the CITY'S site after the CITY'S implementation, the CONTRACTOR will provide the CITY with thirty (30) days' advance notice of such policy change.

Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available. No other reimbursements not delineated herein shall be made. Per Force Majeure, the CITY shall not be liable for additional travel costs incurred due for any reason outside the CITY'S control. The CITY retains the right to audit the CONTRACTOR'S travel receipts/records. If the CONTRACTOR does not follow these terms and conditions, the CITY will not reimburse the expenses.

	Days	Unit Cost	Extended
Food / Day	350	\$35	\$12,250
Airfare	117	\$550	\$64,167
Car Rental	350	\$59	\$20,650
Hotel	350	\$65	\$22,750
TOTAL			\$119,817