



City of Grand Island

Tuesday, September 25, 2012

Council Session

Item G19

#2012-272 - Approving Annual Agreement for Financial Software Licensing and Support

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 25, 2012

Subject: Approving Annual Agreement for Financial Software Licensing and Support

Item #'s: G-19

Presenter(s): Jaye Monter, Finance Director

Background

On July 10, 2001, Council approved the purchase and implementation of Tyler Technologies' MUNIS integrated financial software system for the City of Grand Island. This financial software continues to provide the City of Grand Island excellent service and support for financial information. Each year, in order to receive software upgrades and technical assistance from the company, it is necessary to enter into an annual Support Agreement.

Discussion

The total cost for the period of 9/14/2012 to 9/13/2013 is \$131,830.71. This includes system support and licensing updates for: Operating System Database Administrative Support \$25,366.68, MUNIS Module Support and Update Licensing \$103,464.03, and Graphic User Interface (GUI) Support \$3,000.

The Operating System Database Administrative Support provides service to the Information Technology department on system backup and recovery assistance, file permissions and security, system tools and user guides of each module, assistance on upgrades for each database as well as services for free on-site system server transfers.

Munis Module Support and Update Licensing include support and licensing for City staff to use the following accounting programs. Payroll, Human Resource Management, Project Accounting, Requisitions/Purchase Orders, Accounts Payable, General Ledger, Budget, General Billing, Accounts Receivable, Special Assessments, Fixed Assets, Laserfiche, Crystal Reports, Employee Self Service and Munis Office.

The laserfiche feature enables viewing of on-line accounts payable invoices, checks written, purchase orders, and secured employee direct deposit stubs.

Crystal Reports is a report writing system that extracts data from each accounting module table to produce user defined reports.

The Employee Self-Service module allows employees to have on-line access to pay history, W-2 information, leave balances, and make changes to their personal information such as addresses, phone numbers, dependents and emergency contacts. Employee Self-Service is also used annually for on-line cafeteria benefit deductions and has allowed the City to most recently implement on-line employee absence approvals that flow directly into bi-weekly payroll batch processing.

Munis Office connects Microsoft Office products Excel and Word to each accounting program.

The Graphic User Interface (GUI) Support is the interface that creates the screens and user “look” to the data base that holds information. Users can individualize the look and feel of each of their module screens showing different information in different ways.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the 2012-2013 Contract with Tyler Technologies, Inc for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the 2012-2013 Annual Financial Support Agreement with Tyler Technologies, Inc. in the amount of \$131,830.71.

Sample Motion

Move to approve the Annual Financial Support Agreement with Tyler Technologies, Inc.



tyler
technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-71431	08/09/2012	1 of 1

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: CITY OF GRAND ISLAND
ATTN: JAYE MONTER
PO BOX 1968
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND
ATTN: JAYE MONTER
PO BOX 1968
GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	29969		USD	NET30	09/08/2012

Date	Description	Units	Rate	Extended Price
Contract No.: GRAND ISLAND, NE	OPERATING SYSTEM DATABASE ADMINISTRATIVE SUPPORT	1	25,366.68	25,366.68
Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013				

***** ATTENTION *****

Please note new remittance
address above and update your
records accordingly

Subtotal	25,366.68
Sales Tax	0.00
Invoice Total	25,366.68



\$\$\$INVOICE%71431%08/09/2012%1181%



tyler
technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-71429	08/09/2012	1 of 2

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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	29967		USD	NET30	09/08/2012

Date	Description	Units	Rate	Extended Price
Contract No.: GRAND ISLAND, NE				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	5,837.74	5,837.74
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	4,824.54	4,824.54
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - LASERFICHE INTERFACE TO DOCUMENT MANAGEMENT	1	4,813.41	4,813.41
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	7,236.81	7,236.81
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - UB SPECIAL ASSESSMENTS	1	2,412.27	2,412.27
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE	1	3,618.41	3,618.41
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	5,572.04	5,572.04
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	7,960.05	7,960.05
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE	1	0.00	0.00
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	7,960.05	7,960.05
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	TYLER FORM PROCESSING SUPPORT	1	3,350.50	3,350.50
	:			
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	7,960.05	7,960.05
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	26,533.87	26,533.87
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	3,376.96	3,376.96
	Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	6,701.00	6,701.00





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technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-71429	08/09/2012	2 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: CITY OF GRAND ISLAND
ATTN: JAYE MONTER
PO BOX 1968
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND
ATTN: JAYE MONTER
PO BOX 1968
GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	29967		USD	NET30	09/08/2012

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013				
SUPPORT & UPDATE LICENSING - MUNIS OFFICE		1	5,306.33	5,306.33
Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013				

***** ATTENTION *****

Please note new remittance
address above and update your
records accordingly

Subtotal 103,464.03

Sales Tax 0.00

Invoice Total 103,464.03



tyler
technologies

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

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045-71430	08/09/2012	1 of 1

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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	29968		USD	NET30	09/08/2012

Date	Description	Units	Rate	Extended Price
Contract No.: GRAND ISLAND, NE	GUI SUPPORT	50	60.00	3,000.00
Maintenance: Start: 14/Sep/2012, End: 13/Sep/2013				

***** ATTENTION *****

Please note new remittance
address above and update your
records accordingly

Subtotal 3,000.00

Sales Tax 0.00

Invoice Total 3,000.00



\$\$\$INVOICE#714308/09/2012X1181X

Annual Agreement For Operating System & Database Administration Support

Invoice to: City of Grand Island

Contact: Jaye Monter

Address: P. O. Box 1968 Grand Island, NE 68802

Telephone: (308) 385-5444

This Agreement (herein "Agreement") is entered into between City of Grand Island (CUSTOMER) with its principal place of business at P. O. Box 1968 Grand Island, NE 68802 and Tyler Technologies, Inc., MUNIS Division (MUNIS) with its principal place of business at One Cole Haan Dr Yarmouth, Maine, 04096 on this 9 day of August, 2012.

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 09/14/2012 and shall remain in force until 09/13/2013 (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:

X City/Town School County Other

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

III. Payment:

1. CUSTOMER agrees to pay MUNIS \$25,366.68, 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:

Dell PowerEdge R710
Windows 2008 R2

Database Products:

SQL Server 2008 R2 Std
50 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 9:00 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 1851. 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. System Administration services are restricted to the Production Server(s) 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 Production 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 one live, one train and one test database. Therefore, the Database Administration services are restricted to three MUNIS Databases, defined as one live database and one train and one test database.
 - (1) In cases where additional databases exist, as is the case when more than one business entity shares the MUNIS Application Server, each additional database is required to contract for the Database Administration Services portion of the OS/DBA Services contract separately at a quoted by Tyler based on site category. 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 one train and one test database will be covered. Each additional database must be contracted for separately at a rate quoted by Tyler base on site category.
 - e. MUNIS Application Software: The standard OS/DBA service includes coverage two complete sets of MUNIS application programs and forms, defined as one live and train set and test set.
 - f. MUNIS Required Foundation Software
 - (1) The standard OS/DBA contract includes a single installation of all MUNIS required foundation software.

Revised 7/1/2012

- (2) MUNIS required foundation software is defined as any software required to run MUNIS. This includes Database Engine software, 4GL Runtime software, and Tyler 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, 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 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 remote 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 stable high speed network connection available for GoToAssist remote connections. CUSTOMER shall pay for installation, maintenance and use of such equipment and associated communication line use charges. MUNIS at its option, shall use this remote interface 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.
5. **Renewal:** OS/DBA Contract Services will renew automatically for additional one (1) year terms at Tyler's then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

CUSTOMER¹

Tyler Technologies, Inc., MUNIS Division

Date



Richard E. Peterson, Jr., President

August 9, 2012

Date

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

Revised 7/1/2012

ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE

Invoice to:		Contact:
1181	City of Grand Island	Jaye Monter
	PO Box 1968	
Address:	Grand Island, 68802	Telephone:
		308.385.5444

This Support and License Agreement (herein "Agreement") is entered into between City of Grand Island
(Licensee) with its principal place of business at 100 East First Street, Grand Island, NE
and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at 370 US Route One,
Falmouth, Maine, 04105 on this
9th day of August 2012 .

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 09/14/12 and shall remain in force until 09/13/13 (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

- Licensee agrees to pay MUNIS \$ 103,464.03 , for licensing and support services, as described below.
This payment is due and payable upon execution of the Agreement.
- 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 Windows 2003 system.

Application:		Application:	
Accounting/GL/BG/AP	F	Tyler Forms Processing	F
Accounts Receivable	F		
Employee Self Service	D		
Fixed Assets	F		
General Billing	F		
HR Management	D		
MUNIS Connector for Laserfiche	E		
UB Special Assessments	D		
MUNIS Crystal Reports	F		
MUNIS Office	F		
Payroll	D		
Project & Grant Accounting	F		
Purchase Orders	F		
Requisitions	F		
Timekeeping Interface	D		

Licensee¹

Tyler Technologies, Inc., MUNIS Division



Date

Richard E. Peterson, Jr., President

Date
August 10, 2012

* 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.

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.

RESOLUTION 2012-272

WHEREAS, on July 10, 2001, by Resolution 2001-180, the City of Grand Island approved the proposal of Process, Inc., d/b/a Munis, to implement new accounting software with an integrated financial program; and

WHEREAS, in order to receive continued upgrades and technical assistance from the company, it is necessary to enter into an annual Financial Support Agreement; and

WHEREAS, the cost for the period of September 14, 2012 to September 13, 2013 for Operating System Database Administrative support is \$25,366.68; and

WHEREAS, the cost for the period of September 14, 2012 to September 13, 2013 for Munis Module support and update licensing is \$103,464.03; and

WHEREAS, the cost for the period of September 14, 2012 to September 13, 2013 for Graphic User Interface (GUI) support is \$3,000.00; and

WHEREAS, the proposed agreements have been reviewed and approved by the City Attorney's office

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual Financial Support Agreement by and between the City and Tyler Technologies, Inc. for the amount of \$131,830.71 is hereby approved.

BE IT FURTHER RESOLVED, that the mayor is hereby authorized and directed to execute such agreements on behalf of the City Of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 25, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 21, 2012	☐ City Attorney