



# City of Grand Island

Tuesday, August 07, 2007

Special Council Session

## Item G4

**#2007-178 - Approving Annual Agreements for Support, License, Operating System and Database Administration with MUNIS**

Staff Contact: David Springer

# **Council Agenda Memo**

**From:** Dave Springer, Finance Director

**Meeting:** August 7, 2007

**Subject:** Approving Annual Agreement for Operating System & Database Administration Support with MUNIS

**Item #'s:** G-4

**Presenter(s):** Dave Springer, Finance Director

## **Background**

On July 10, 2001, Council approved the purchase and implementation of the MUNIS integrated financial software system. In order to receive needed software upgrades and technical assistance from the company, it is necessary to enter into an annual Operating System and Database Administration Support Agreement.

## **Discussion**

The cost for the period of 9/14/2007 to 9/13/2008 of the Operating System Support is \$21,069.74, for the MUNIS licensing and Support is \$90,052.20, for Data Base Server Support is \$4,468, and for User Interface Support is \$3,000, for a total annual cost of \$118,589.94. The need for annual support and their related costs were presented to Council at the time of the initial purchase. We have 50 client seats or licenses.

## **Alternatives**

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

1. Approve the 2007-2008 contracts with MUNIS for software support.
2. Disapprove or deny the contract.
3. Modify the Resolution to meet the wishes of the Council
4. Table the issue

## **Recommendation**

City Administration recommends that the Council approve the 2007-2008 software support contract with MUNIS.

## **Sample Motion**

Approve the annual licensing and support agreements with MUNIS as presented.

# Annual Agreement For Operating System & Database Administration Support

Invoice to: City of Grand Island

Contact: Robyn Splattstoesser

Address: P. O. Box 1968 Grand Island, Nebraska 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, Nebraska and Tyler Technologies, Inc., MUNIS Division (MUNIS) with its principal place of business at 370 US Route One Falmouth, Maine, 04105 on this 30 day of July, 2007.

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 9/14/2007 and shall remain in force until 9/13/2008 (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 \$21,069.74, 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 6850  
Windows 2003

Database Products:

Infomix IDS 9.4 WCE  
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 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 one training database will be covered. Each additional database pair of one live and one training, or one live and no training, must be contracted for separately at the rate of 50% of the quoted OS/DBA contract price.
  - e. MUNIS Application Software: MUNIS GUI; The standard OS/DBA service includes coverage for one or two complete sets of MUNIS GUI application programs and forms, defined as one live set and one training set.
  - f. MUNIS Required Foundation Software
    - (1) The standard OS/DBA contract includes a single installation of all MUNIS required foundation software.

- (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>10</sup>

Tyler Technologies, Inc., MUNIS Division



Richard E. Peterson, Jr., President

July 30, 2007

Date

Date

<sup>10</sup>CUSTOMER'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.

RESOLUTION 2007-178

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 Operating System and Database Administration Support Agreement; and

WHEREAS, the cost for the period of September 14, 2007 to September 13, 2008 for operating system support is \$21,069.74; and

WHEREAS, the cost for the period of September 14, 2007, to September 13, 2008 for Munis licensing and support is \$90,052.20; and

WHEREAS, the cost for the period of September 14, 2007, to September 13, 2008 for Data Base Service Support is \$4,468.00 and for User Interface 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 Agreement for Operating System and Database Administration Support by and between the City and Munis, Inc. for the amount of \$118,589.94 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.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 7, 2007.

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Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
August 3, 2007	☐ City Attorney

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RaNae Edwards, City Clerk