

REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

Tracking Number: 14.

Date of Request: June 25, 2007

Date Request Received: June 25, 2007

Board Meeting Date Requested: July 9, 2007

Board Meeting Date Assigned: July 9, 2007

Short Title: Resolution Approving Munis Support Agreement For The Pender County Finance Office And Utilities Department \$16,799.

- Request Status:**
- Request is proceeding to Board of Commissioners
 - More information is needed – see attached
 - Request on hold – no further information needed
 - Other:

Background: With the installation and implementation of the MUNIS accounting software in 1999 and 2000, technical support is provided on an "as needed" basis through a toll-free number. Updates to the system provided by MUNIS are also supplied to us through this agreement. This agreement will provide access to technical support and updates throughout the continuing ninth year of MUNIS system operations. This expenditure was budgeted in the FY 07-08 budget approved June 18, 2007. It represents a 4.7% increase over FY 06-07. Funds are budgeted for this expenditure in FY 2007-08 in the IT budget for 12 licenses for general County departments' use and in the Rocky Point /Topsail Water District for 2 licenses for Utility Billing use.

(Administrative Use Only)

CONTRACT TYPE

- Renewal
- For Service(s)
- Intergovernmental – County as Grantee
 - Federal Grantor
 - State Grantor
 - Grantor
- County as Grantor
 - County Funds
 - Other Funds:
- Revision
- For Equipment

Specific Action Requested: Approval of Purchase Order for a Service Contract with Munis.

PURCHASING Budgeted Item: Yes No
 Date Rec'd: Reviewed and Approved
 Comments on Reverse

Requested by: David J. Mccole
 Department: Finance Department
 Title: Finance Officer
 Contact Phone:
 Contact Fax:

Date Sent: Signed:

ATTORNEY Reviewed and Approved
 Date Rec'd: Legal Problem(s)
 Comments on Reverse

Date Sent: Signed:

FINANCE Sufficient Funds Available
 Date Rec'd: Not Available
 7/12/07 Budget Amendment Necessary
 Budgeted Amendment is Attached
 Comments on Reverse

Date Sent: 7/12/07 Signed: *David J. McCole*

CLERK Signature(s) Required:
 Board Chairman/County Manager
 Other:

Date Rec'd Approved by Board: Yes No
 At meeting on

MANAGER'S RECOMMENDATION:

Respectfully recommend approval.

Initials

RESOLUTION: NOW, THEREFORE BE IT RESOLVED, by the Pender County Board of Commissioners that

a purchase order to MUNIS in the amount of \$16,799 for technical support and updates to software applications is authorized. The County Manager is authorized to execute any and all documents necessary to implement the resolution.

445-404521	Contract Services - Finance	\$ 14,918
72-404500	Contracted Services - RP/T Water	<u>\$ 1,881</u>
		\$ 16,799

AMENDMENTS

MOVED _____ **SECONDED** _____

APPROVED _____ **DENIED** _____ **UNANIMOUS**

YEA VOTES: Rivenbark ___ Blanchard ___ Brown ___ Tate ___ Williams ___

F.D. Rivenbark, Chairman 7/9/07
Date

Attest 7/9/07
Date

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

Invoice to:	Pender County	Contact:	Cindy Jones ^{DOJ} David J. McCole
Address:	Attn: Accounting Department PO Box 1578 Burgaw, NC 28425	Telephone:	910.259.1407

This Support and License Agreement (herein "Agreement") is entered into between Pender County (Licensee) with its principal place of business at 108 So. Cowan Street, Burgaw, NC 805 S. Walker St, Burgaw, NC 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 2007.

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.

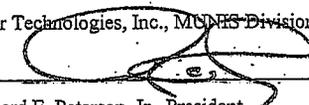
I. Term of Agreement
This Agreement is effective as of 07/01/07 and shall remain in force until 06/30/08 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

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 \$ 12,766.95, 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 Windows 2003 SE system.

Application:	Application:
Accounting/GL/BG/AP	B
Accounts Receivable	B
Fixed Assets	B
HR Management	B
MUNIS Crystal Reports	B
MUNIS Office	B
Payroll	B
Project & Grant Accounting	B
Purchase Orders	B
Requisitions	B
UB Interface	B
Utility Billing	B

Licensee ¹	Tyler Technologies, Inc., MUNIS Division
_____	
Date	Richard E. Peterson, Jr., President
_____	Date
	April 18, 2007

* 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.

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

Invoice to: 1324	Pender County	Contact: Cindy Jones
Address:	Attn: Accounting Department PO Box 1578 Burgaw, NC 28425	Telephone: 910.259.1407

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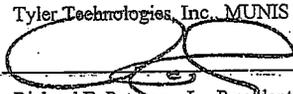
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Revised 8/4/2006

tylerworks.

Tyler Technologies, Inc. MUNIS Division 370 US Route One Falmouth, Maine 04105 800.772.2260 tylertechnologies.com

Courts and Justice

Financial and City Solutions

Property Appraisal and Tax

Document Management

MUNIS QUOTE

TO: Bob Gibbons
Email: gibbonsb@penders-county.com
FROM: Phil Sharp, Installed Accounts
DATE: 6/19/2007
RE: OS/DBA Contract

Phone: 910-259-1486
Fax: 910-259-1402
ACCT: MN1324

Quote expires: 30 days

Item Code	MUNIS Application Description	List Price	Annual Sup.	Consult.	Imp Train.
B	OS/DBA Contract	\$ 3,192	\$ -	\$ -	\$ -
Total System Price		\$ 3,192	\$ -	\$ -	\$ -

Name

Date

PO#

Return fax# 207.781.2459