

EMERGENCY RESOLUTION NO. 30-2015

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT FOR MUNIS SOFTWARE AND DECLARING AN EMERGENCY.

WHEREAS, the City of Monroe and Tyler Technologies, Inc. entered into an System Agreement ("Agreement") on February 13, 2008; and

WHEREAS, the City of Monroe and Tyler Technologies desire to provide for automatic one-year term renewals to simplify the administration of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an Annual Support Agreement and License Agreement for Munis Software pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to provide for the ongoing support and licensing of the Munis Software prior to the June 30, 2015 expiration of the current agreement. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: June 23, 2015

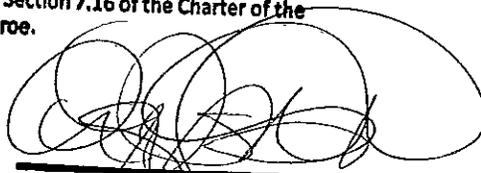
ATTEST


Clerk of Council

APPROVED:


Mayor

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.


Clerk of Council
City of Monroe, Ohio

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

Annual Support Agreement and License Agreement for Munis® Software

This Annual Support Agreement and License Agreement for Munis® Software ("Support Agreement") is made by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the client named in the attached invoice ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement"); and

WHEREAS, Tyler and Client desire to renew the maintenance services term under the Agreement;

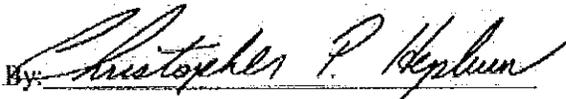
NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Tyler shall provide maintenance services to Client, as specified in the Agreement and Tyler's then-current support call process, during the period set forth in the attached invoice.
2. Client shall remit to Tyler maintenance fees in the amount set forth in the attached invoice. Tyler reserves the right to suspend Client access to maintenance services in the event the Client fails to pay undisputed maintenance fees within thirty (30) days of the payment due date.
3. Maintenance services will renew automatically for additional one (1) year terms at Tyler's then-current maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.
4. This Support Agreement 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 Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

Client: _____

By: 

By: _____

Name: Christopher P. Hepburn

Name: _____

Title: Senior Vice President

Title: _____

Date: _____