



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: October 9, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony

FROM: Dennis Kelly 
City Manager

SUBJECT: Redevelopment of Dr. Paul Vogel Park: Authorization to purchase two (2) picnic shelters.

RECOMMENDATION:

It is recommended that the City Commission approve a Resolution authorizing the City Manager to purchase two (2) picnic shelters similar to the recently installed shelter located on the West side of the park for \$21,550 including signed and sealed engineered drawings, shipping and installation at Dr. Paul Vogel Park.

The two proposed 12 foot square picnic shelters with two white column design and blue metal roof identified in the Park Plans attached will be located directly above the existing park benches.

The Community Enhancement Board addressed the matter at its July 3, 2012 meeting and recommended the approval of the two new playground shelters to match the color and design of the existing shelter.

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg


Commissioner
Dr. Richard Chervony

MEMO TO CITY COMMISSION
OCTOBER 9, 2012
PAGE 2 OF 2

BACKGROUND:

The City purchase^a a 16 square foot look out shelter with four white column design and blue metal roof including concrete footers from the same vendor.

The City received \$415,000 from the Safe Neighborhood Parks Bond Program and other grant programs for improvements to Dr. Paul Vogel Park. The funds will be used to complete construction of new gazebos, a water connection, additional landscaping, and an extension to the walkway, walking path, brick paver walkway extension, playground, benches, bike rack, and exercise equipment, irrigation, and water and sewer laterals.

BUDGETARY IMPACT:

The funds for the two picnic shelters at Dr. Paul Vogel Park are available from grant funding under Safe Neighborhood Parks Bond Program.

CONTACT:

Dennis Kelly, City Manager
Sam Zamacona, Director of Public Works

ATTACHMENTS:

- 1) Resolution
- 2) Park Plans
- 3) Photograph of proposed picnic shelter and existing shelter for color reference.
- 4) Current park budget

11I(2)



City of North Bay Village

Administrative Offices

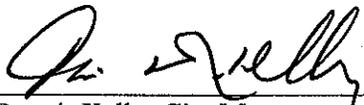
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM City of North Bay Village

DATE: September 20, 2012, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: 
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the City Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH ET & T DISTRIBUTORS, INC. FOR PURCHASE OF TWO PICNIC SHELTERS FOR DR. PAUL VOGEL PARK AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

DK:yph

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

11I(3)
Commissioner
Dr. Richard Chervony

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF NORTH BAY VILLAGE, FLORIDA,
APPROVING A PURCHASE ORDER/QUOTE WITH
ET & T DISTRIBUTORS, INC. FOR PURCHASE OF
TWO PICNIC SHELTERS FOR DR. PAUL VOGEL
PARK AND PROVIDING AN EFFECTIVE DATE.
(INTRODUCED BY CITY MANAGER DENNIS KELLY)**

WHEREAS, the City of North Bay Village (the "City") has purchased and installed a 16 square foot look out shelter at Dr. Paul Vogel Park as designed previously by Bermello, Ajamil and Associates, Inc. by Resolution No. 2011-56 adopted on November 8, 2011 as part of the park improvements; and

WHEREAS, the ET&T Distributor, Inc. provided and installed the existing look out shelter; and

WHEREAS, the City Manager hereby recommends that the City Commission approve the services of ET & T Distributors, Inc at a lump sum cost of \$21,549.62 to provide engineering drawings, purchase and install of two picnic shelters.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Purchasing Order/Estimate. The Purchasing Order/ Estimate with ET & T Distributors, Inc in the amount of \$21,549.62 for purchase and installation of two picnic shelters for Dr. Paul Vogel Park, a copy of which is attached as Exhibit "1", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. Authorization of City Officials. The City Manager is authorized to take all steps necessary to implement the terms and conditions of the purchase order/estimate.

Section 4. Authorization of Fund Expenditure. The City Manager is authorized to expend \$21,549.62 to ET & T Distributors, Inc from budgeted funds from the Safe Neighborhood Parks Grant Funds to implement the terms and conditions of the purchase order/estimate.

Section 5. Execution of Documents. The City Manager is authorized to execute the purchasing order/estimate on behalf of the City.

11I(4)

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____

PASSED AND ADOPTED this ____ day of ____, 2012.

Connie Leon-Kreps, Mayor

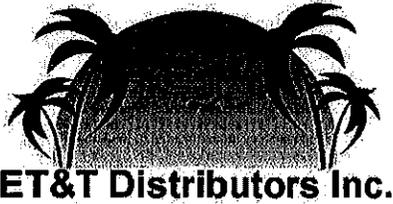
ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

APPROVED AS TO FORM FOR THE USE OF THE CITY OF NORTH BAY VILLAGE:

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

11I(5)



ET & T Distributors, Inc.

947 Beville Rd. Ste 15
 S. Daytona, Fl. 32119
 386-322-7789 fax 386-322-4289
 sales@ettflorida.com

Estimate

| | |
|---------|--------------|
| DATE | ESTIMATE NO. |
| 4/19/12 | 28971 |

State of Florida Minority Business Enterprise

www.ettflorida.com

| | |
|--|---------|
| Bill to: | Ship To |
| Dr. Paul Vogel Park / Sam Zamacona North Bay Village, FL 33141 | |

| | | | | | | |
|----------------|--------------|----------------|--------------|-----|------------------|---------------|
| Customer Phone | Customer Fax | Management Co. | Terms | REP | Customer Cont... | Job Name |
| 305-821-1226 | | | 50% Dep/N... | AM | Sam Zamacona | Mini Shelters |

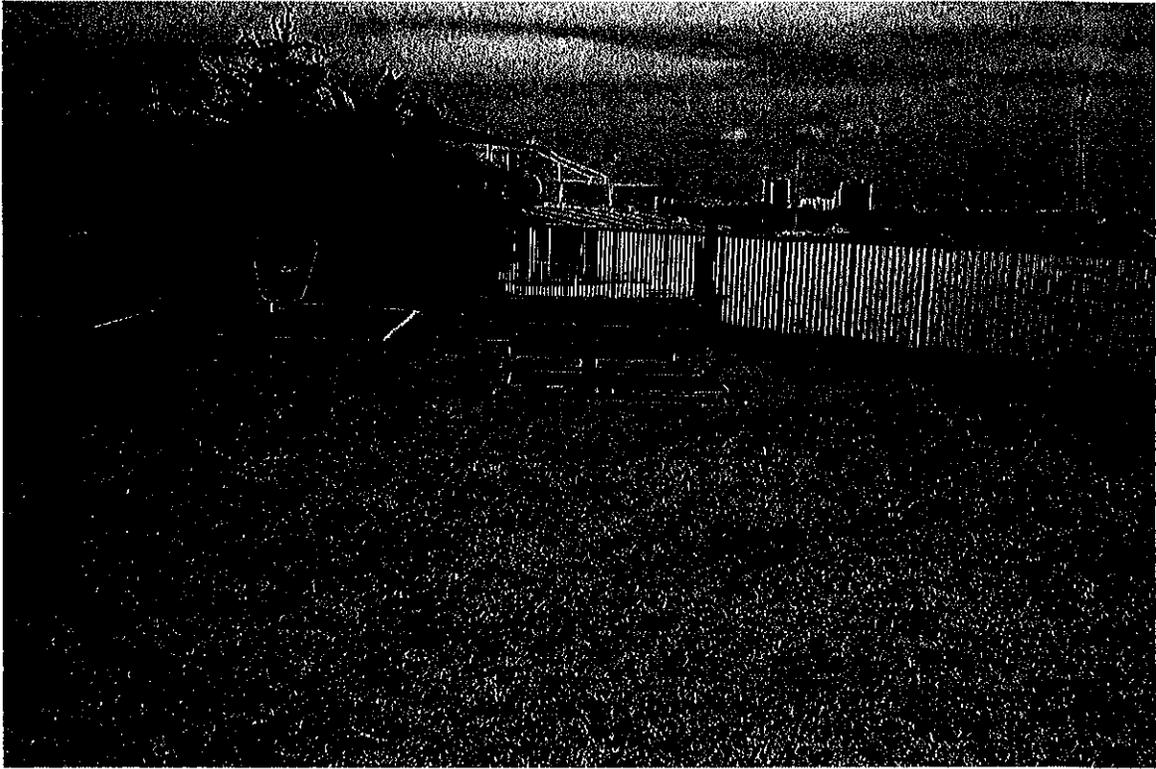
| ITEM | QTY | DESCRIPTION | COST | Total |
|--------------------|-----|--|----------|------------|
| KKat | 2 | #8450 - 12' X 12' Hip End Mini Shelter, 6:12 Roof Pitch, (2) center column design, 24 gauge med lock standing seam Metal roof, Zinc lock powder coat finish, 80 MPH Wind rating | 6,552.31 | 13,104.62T |
| KKat | | Frame: Regal White Metal Roof: Regal Blue | | 0.00T |
| Engineering Dr... | | Stamped and sealed engineered Drawing | 850.00 | 850.00T |
| Korkat shipping | | Shipping *150* | 1,835.00 | 1,835.00T |
| Specialty Const... | | Install/Set Up - ***This is good for installation on 2 shelters installed at the same time*** installation includes equipment listed attached quotation and assumes normal soil conditions and does not include any excavation (Including hidden rocks, trees / rots) which could result in additional cost to the customer.(Hard Dig) Site or ground preparation, landscaping, borders or surface media such as sand, mulch, rubber, is not included unless stated. We are not responsible for any damages to underground utilities, fences or irrigation lines etc.. unless they have been marked and brought too our attention. Customer is responsible for re-routing or capping underground piping or utilities. *Installation includes Footers up to 3ft x 3ft x 3ft | 5,760.00 | 5,760.00T |

| | | |
|---|------------------|--------------------|
| "Most people are about as happy as they make up their mind to be" | Sales Tax (0.00) | \$0.00 |
| | Total | \$21,549.62 |

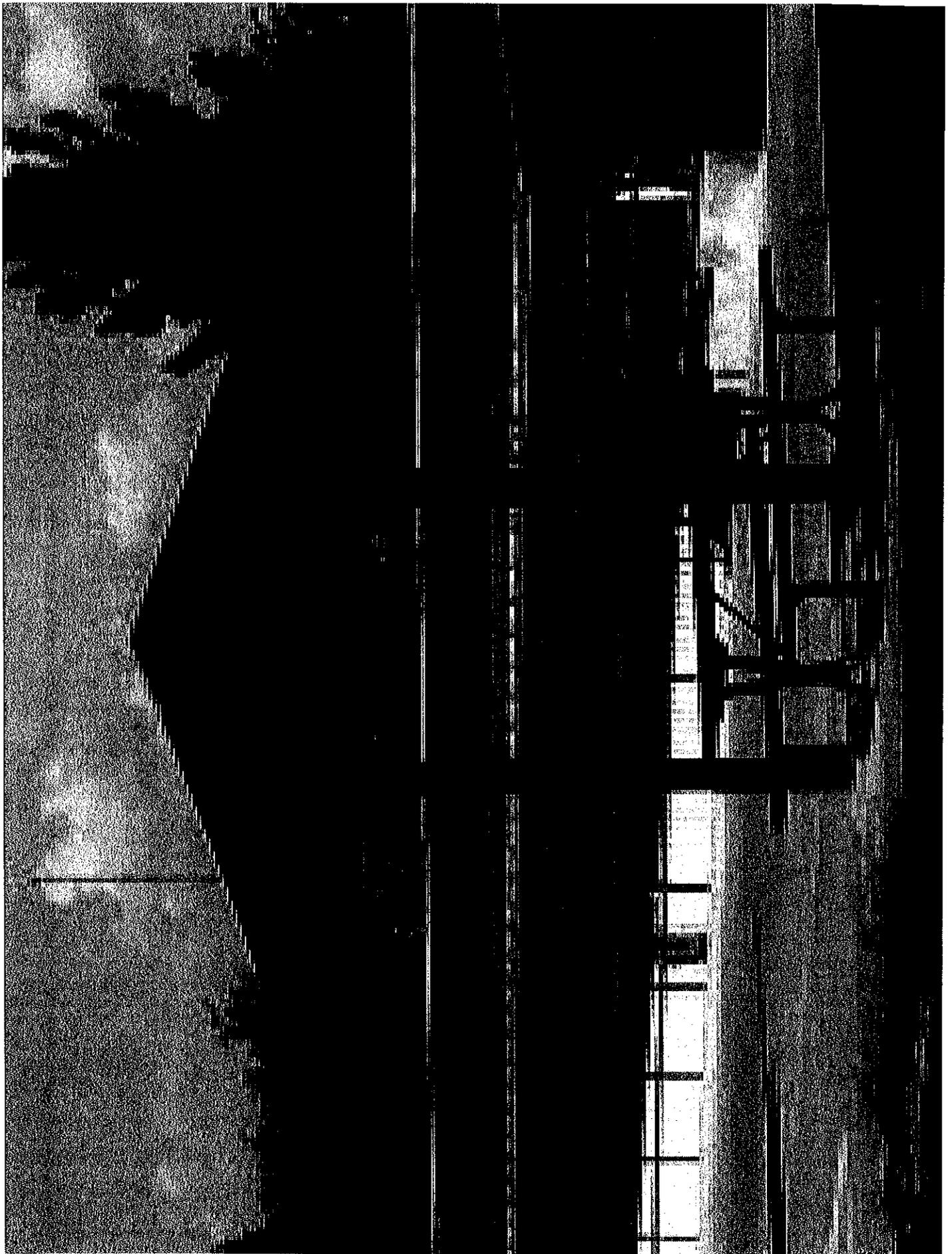
***Your approval signature is required to process the above order. Your signature indicates that you have reviewed and approve the colors, quantities, and addresses exactly as it is listed above:**

Signature Required _____
 Date _____

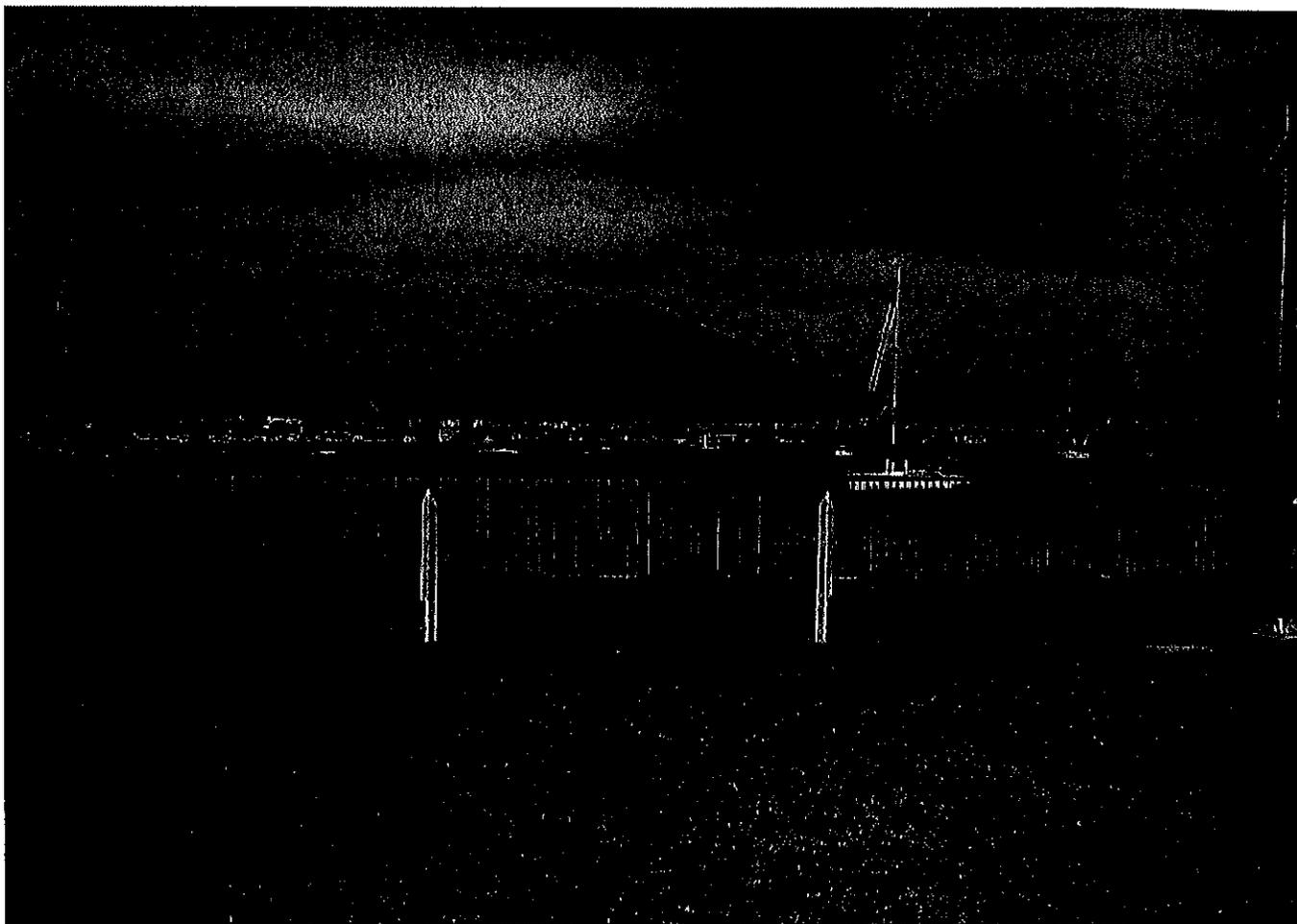
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(8) 117



11I(9)

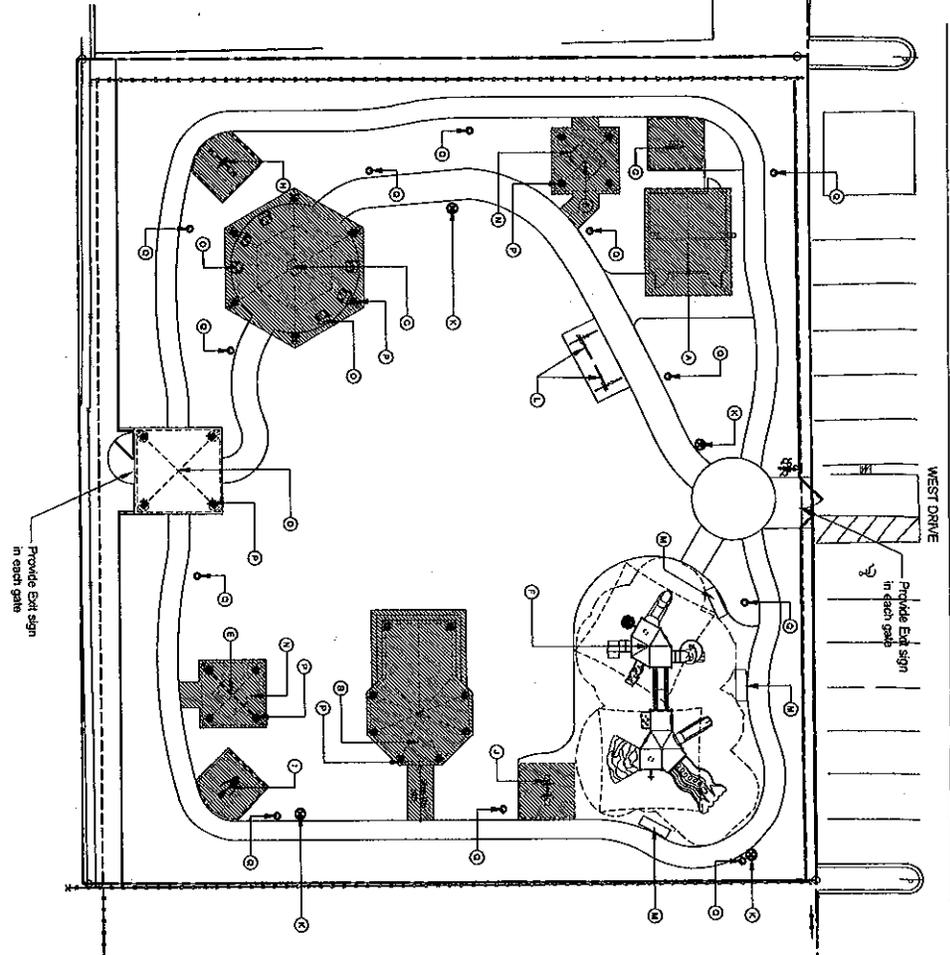
CITY OF NORTH BAY VILLAGE
 VOGEL PARK IMPROVEMENTS
 \$ 5,496,501.35

| | Sources of Funds | | | | | | Uses of Funds | | | | | |
|--|---------------------------|--------------|--------------|------------------------|---------------------|-------------------------|---------------------|------------------------|---|--------------|-------------------------|--------------------|
| | Coastal Partnership (DEP) | FIND | Grant Total | City Req'd Match (Exp) | Addtl City Contrib. | NEV Bond Issue Contrib. | Total City Contrib. | Total Sources of Funds | Expenditures Itemized by Category | Expenditures | Total Spent by Category | Available to Spend |
| Planning, Design, Project Administration, Soft Costs | | | | | | | | | Bermello Alarm arch, firm | 92,764.83 | | |
| | | | | | | | | | Soft time | 25,690.00 | | |
| | | | | | | | | | DEP permit | 3,807.77 | | |
| | | | | | | | | | Kimley Horn | 3,200.00 | | |
| | | | | | | | | | DERM tree relocation permit | 47.00 | | |
| | | | | | | | | | Ultimate Concepts Marketing | 52.67 | | |
| Seawall Design/ Permitting/ Engineering/ Bidding | | | | | | | | | Deck and Marine Construction | 4,470.00 | | |
| | | | | | | | | | Total Uses for Soft Costs | 129,972.27 | 129,972.27 | |
| Total Sources for Soft Costs | \$ 51,000.00 | \$ - | \$ 4,470.00 | \$ 51,000.00 | \$ - | \$ 23,502.27 | \$ 74,502.27 | \$ 129,972.27 | Soil, grading, paver sand, irrigation | 16,798.83 | | |
| | | | | | | | | | Trees and plants | 12,500.00 | | |
| | | | | | | | | | Fence | 11,500.00 | | |
| | | | | | | | | | Home Depot purchases | 2,001.46 | | |
| | | | | | | | | | Deck demolition and clean-up | 6,800.00 | | |
| | | | | | | | | | Electrical work | 14,272.95 | | |
| | | | | | | | | | Paver walkway | 1,238.00 | | |
| | | | | | | | | | FPL hook-up | 642.33 | | |
| | | | | | | | | | Benches, tables, trash bins | 3,838.90 | | |
| | | | | | | | | | M. Van C. O. Construction | 203,055.82 | | |
| | | | | | | | | | M. Van C. O. Construction | 83,772.73 | | |
| | | | | | | | | | Playground & Exercise Equipment | 75,334.67 | | |
| | | | | | | | | | Shelter | 15,516.47 | | |
| | | | | | | | | | Sod | 3,800.00 | | |
| | | | | | | | | | Aluminum picket fence reinforcement | 2,180.00 | | |
| | | | | | | | | | Two Shelters above benches 7/10/ | 21,549.62 | | |
| | | | | | | | | | Park Sign (4) designed by Tom G. | 15,675.00 | | |
| | | | | | | | | | Art will be transferred to Dale Cull, Affairs Dept. | 9,000.00 | | |
| Art Allowance | | | | | | | | | Total Uses for Hard Costs | 499,276.58 | 499,276.58 | |
| Total Sources for Hard Cost | \$ 249,000.00 | \$ 60,000.00 | \$ 50,520.00 | \$ 359,520.00 | \$ 134,000.00 | \$ 1,246.58 | \$ 4,500.00 | \$ 499,276.58 | | | | |
| | | | | | | | | | TOTAL SOFT & HARD COSTS | 629,248.85 | 629,248.85 | |
| | | | | | | | | | Land Acquisition | 4,508,493.50 | | |
| | | | | | | | | | Cost of Issuance | 35,000.00 | | |
| | | | | | | | | | Cap. Interest | 323,035.00 | | |
| | | | | | | | | | Bank Fees, Prof. Svcs. | 724.00 | | |
| | | | | | | | | | Other Park Expenses | | | |
| TOTAL ACQUISITION SOURCES | | | | | | | | | TOTAL ACQUISITION USES | 4,887,252.50 | 4,887,252.50 | |
| PROJ. SOURCES | \$ 300,000.00 | \$ 60,000.00 | \$ 55,000.00 | \$ 415,000.00 | \$ 185,000.00 | \$ 1,246.58 | \$ 4,895,294.77 | \$ 5,881,597.35 | PROJ. USES, GRAND TOTAL | 5,496,501.35 | 5,496,501.35 | |
| GRAND TOTAL | \$ 300,000.00 | \$ 60,000.00 | \$ 55,000.00 | \$ 415,000.00 | \$ 185,000.00 | \$ 1,246.58 | \$ 4,895,294.77 | \$ 5,881,597.35 | | | | |

(01711)

(P.B. 44, PG. 72, M.D.C.R.)

112(11)



| ITEM | QUANTITY | TYPE | DESCRIPTION | CONTRACT | DATE |
|------|----------|--------------|--------------------------------|--|------------|
| 1 | 1 | Lighted Sign | Provide Exit sign in each gate | Contractor to provide and install exit signs at each gate. | 07/11/2011 |
| 2 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |
| 3 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |
| 4 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |
| 5 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |
| 6 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |
| 7 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |
| 8 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |
| 9 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |
| 10 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |
| 11 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |
| 12 | 1 | Lighted Sign | Provide Exit sign in open park | Contractor to provide and install exit sign in open park area. | 07/11/2011 |

WORK ORDER #3 EXCLUSIONS

Project No. 2008-100
 Designer: A.S. DESIGN
 Date: 08/22/2011
 Drawn: A.S.
 Checked: S.E. MCG
 CAD/DT: P.A.
 Drawing Title: SITE FURNITURE & LIGHTING PLAN
 Sheet No. L-5:0

Dr. Paul Vogel
 Community Park
 CITY OF NORTH BAY VILLAGE
 LANDSCAPE PLANS

DATE: 08/22/2011
 TIME: 10:00 AM
 PROJECT: DR. PAUL VOGEL COMMUNITY PARK
 DRAWN: A.S.
 CHECKED: S.E. MCG
 CAD/DT: P.A.
 DRAWING TITLE: SITE FURNITURE & LIGHTING PLAN
 SHEET NO.: L-5:0



City of North Bay Village

City Hall

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(305) 756-7171 Fax (305) 756-7722 Website-www.nbvillage.com

To: Mayor and Commission
Via: Dennis Kelly, City Manager
From: Bert Wrains, CGFO Finance Director
Date: September 21, 2012
RE: Replacement of existing Computer System

RECOMMENDATION:

The Finance Department has been reviewing the replacement of the existing Harris Corporation finance software "MAINSTREET" computer system. The recommendation is to replace the current system with the "INCODE" finance software system provided by Tyler Technology.

BACKGROUND:

The City advertised for proposals for a new financial software system. The City opened responses on the advertised RFP on March 29, 2010. The City received 3 responses. These proposals were reviewed by the Finance Department staff and it appears that they did not meet the needs of the City. The Finance Director sought proposals from other companies that had not submitted but had software that would meet the City's needs.

After much analysis by City staff, as well as review by the Citizens Budget and Oversight Board the recommendation was to continue evaluating the proposed "INCODE" software from Tyler Technology. Tyler software is available through a competitive bid of the National Joint Powers Alliance (NJPA), which is a national recognized government cooperative purchasing organization (copies attached). The City is a member of this national organization and thereby authorized to purchase off of any bids they have awarded.

The City of Clewiston has recently competitively bid their software and Tyler INCODE was the successful proposer. I am recommending that the City of North Bay Village "Piggy Back" the contract off of the City of Clewiston, Florida bid.

COST:

The first proposal the City received from Tyler was for the licensing and hosting of the software and data files physically on the City's existing server. This was quoted at a first year cost of

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Richard Chervony

Commissioner
Stuart Blumberg

11K(1)

\$84,561, plus hardware and disaster recovery costs of \$21,000 for a total first year cost of \$105,561. The total projected cost over 4 years for the On Premise proposal is \$233,542. I have reviewed the City's ability to host and maintain an in-house service and we have some limitations. These includes nightly backup, verifications of the back ups, amortization of the hardware, as well as a quality disaster back up system.

I requested and received a proposal for Tyler to serve as an Alternate Site Provider (ASP). Tyler would host the software at their Dallas, Texas site and provides for daily backup. The disaster recovery function is simply, if any user can get internet connection they can work regardless of their physical location. Tyler would be responsible to insure the system is operational 24/7/365, without the City having to pay anyone locally for IT services. Also, the computer operations would not require any finance department staff time to insure that it is operational.

Tyler originally quoted this method with a first year of \$94,173 and annual reoccurring cost of \$33,135. The total four year cost would be \$193,578. However, the City is able to spread the implementation and conversion cost over 4 years and provide for 4 equal payments of \$ 49,817, for a total cost of \$ 199,268. This includes financing the \$ 61,038 conversion and training cost through a third party that provides financing for Tyler customers at an interest rate of 5.2% interest. I had been able to get a single quote from one bank for financing at an interest rate of 1.45% for a 4 year loan. However, the proposal would require that the garbage truck financing be a package with the computer financing. I am seeking formal sealed quotes as required by the City's purchasing code for financing these 2 capital items. If the City is able to secure financing at a lower rate in conjunction with the purchase of the garbage truck financing we have the ability to payoff the Tyler financing with no pre payment penalty. This would allow the City to proceed with the computer conversion contract and secure the lowest financing cost available.

The full evaluation of the total system costs for both proposals are provided in the attached exhibit. The FY 2012 budget contains \$50,000 in General Fund general government department and \$42,000 in the Utility Fund administrative department budget for the computer upgrade. We can fund the one time conversion and implementation cost of \$61,038 plus the first year of the annual software subscription of \$33,135, or we can finance the system at \$49,817 per year for four (4) years. I would recommend that we spread it out over the 4 years with minimal interest costs.

ADDITIONAL DATA:

The system being recommended provides the City with an integrated platform of software suites. These include general ledger, budget prep, bank reconciliation, accounts payable, GASB module, purchasing, fixed assets and property management. The utility billing suite includes billing, hand held meter reading, accounts receivable (i.e. miscellaneous billing), building permits, business licenses and code enforcement.

The system provides for a variety of custom report as well as the ability to scan documents and attach them to the related account. This applies to A/P, A/R, Building permits, code enforcement and purchasing. This is designed to go to a paperless operation and has the added benefit that we may not have to retain paper copies any more. If the City's system administrator grants the

Mayor
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Commissioner
Stuart Blumberg

11K(2)

necessary permissions, any of the users could access their portions of the system from the field if they have an internet connection. Some of the uses of this would be for the building and code enforcement to access their files while in the field. Remote locations such as public works could access the system through the internet or other City facilities.

The system provides the ability of users to search all data bases for corresponding names or address. They can see if there is an outstanding water bill, code fine, expired building permit or unpaid business license. This will allow the City to have a better means of identifying and collecting unpaid accounts across the different data bases.

The finance department Budget/Utility Accountant and I visited the Cities of Miami Lakes and Wilton Manors recently as they are current Tyler Technology system users. Miami Lakes has just converted to the Tyler "MUNIS" software system. This is not the same software that we are considering but, I wanted to discuss their experience with the Tyler trainers and data conversion staff. We discussed the conversion process and the training that they received from Tyler. They had many good comments but they did share some issues that they experienced. These mainly came from the two parties not fully understanding the other ones points and it lead to some errors that had to be fixed. They said that both parties could share in the blame. There were no major disasters during the conversion, just things that could have been done better.

The City of Wilton Manors has been running on the "INCODE" software for the past 5 years. They are on version 8 and Tyler is proposing the latest version 10 for the City of North Bay Village. This later version has fixed or incorporated many improvements from version 8. Wilton Manors has their software on site and does not use the ASP services. They have a part time Information Technology (IT) person and they have not had any problems with back up or hosting the software. Wilton Manors recently rebid their software system and they selected another firm over upgrading to "INCODE" version 10. The finance director has had some problems with INCODE because they are still on version 8. The version 10 would resolve the most of the issues but the finance director stated that the new system BS&A had a few more bells and whistles that he liked. I have not reviewed the BS&A system because the selection had been made for Tyler System out of the firms that had submitted proposals. I believe that the Tyler INCODE system will serve the City's needs for several years.

There are 2 areas that will have an impact on the finance department staff. These are the process of converting and verifying the converted data and the training of the employees. Finance in the beginning, will become the "go to" department if there are operational questions from users in other City departments on the system. This assistance to other departments will slow down as the users get familiar with the Tyler Systems and the Tyler help desk functions.

The schedule for implementing the INCODE system is several months off. Once the selection is made to implement the INCODE system we will begin the planning stage. This will start with a full review of the data to be converted and Tyler Technology putting it into their staffing schedule. We will then start the data conversion and verification process. I would anticipate that this would start no later than February 2013. We could start City staff training in early spring and a full conversion to a live system by May or June 2013.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Richard Chervony

Commissioner
Stuart Blumberg

11K(3)

**City of North Bay Village
Computer Cost Comparisons**

| On Premise | Year 1 | Year 2 | Year 3 | Year 4 | Total |
|------------------------------|-------------------|------------------|------------------|------------------|-------------------|
| Software | \$ 54,303 | \$ - | \$ - | \$ - | \$ 54,303 |
| Maintenance | \$ 13,576 | \$ 14,255 | \$ 14,968 | \$ 15,712 | \$ 58,511 |
| Implementation & Conversion | \$ 16,682 | \$ 16,682 | \$ 16,682 | \$ 16,682 | \$ 66,728 |
| Software Subscription | N/A | N/A | N/A | N/A | N/A |
| Total Tyler Cost | \$ 84,561 | \$ 30,937 | \$ 31,650 | \$ 32,394 | \$ 179,542 |
| Data Disaster Recovery Costs | \$ 6,000 | \$ 6,000 | \$ 6,000 | \$ 6,000 | \$ 24,000 |
| User Provided Hardware | \$ 15,000 | \$ - | \$ - | \$ 15,000 | \$ 30,000 |
| Total City Cost | \$ 105,561 | \$ 36,937 | \$ 37,650 | \$ 53,394 | \$ 239,542 |

| Hosted (ASP) | Year 1 | Year 2 | Year 3 | Year 4 | Total |
|-----------------------------|------------------|------------------|------------------|------------------|-------------------|
| Software | Included | Included | Included | Included | Included |
| Maintenance | Included | Included | Included | Included | Included |
| Implementation & Conversion | \$ 61,038 | \$ - | \$ - | \$ - | \$ 61,038 |
| Software Subscription | \$ 33,135 | \$ 33,135 | \$ 33,135 | \$ 33,135 | \$ 132,540 |
| Total Tyler Cost | \$ 94,173 | \$ 33,135 | \$ 33,135 | \$ 33,135 | \$ 193,578 |

| | | | | | |
|------------------------------|------------------|------------------|------------------|------------------|-------------------|
| Data Disaster Recovery Costs | Included | Included | Included | Included | Included |
| User Provided Hardware | Included | Included | Included | Included | Included |
| Total City Cost | \$ 94,173 | \$ 33,135 | \$ 33,135 | \$ 33,135 | \$ 199,578 |

| Hosted (ASP) | Year 1 | Year 2 | Year 3 | Year 4 | Total |
|-----------------------------|------------------|------------------|------------------|------------------|-------------------|
| Software | Included | Included | Included | Included | Included |
| Maintenance | Included | Included | Included | Included | Included |
| Implementation & Conversion | \$ 16,682 | \$ 16,682 | \$ 16,682 | \$ 16,682 | \$ 66,728 |
| Software Subscription | \$ 33,135 | \$ 33,135 | \$ 33,135 | \$ 33,135 | \$ 132,540 |
| Total Tyler Cost | \$ 49,817 | \$ 49,817 | \$ 49,817 | \$ 49,817 | \$ 199,268 |

| | | | | | |
|------------------------------|------------------|------------------|------------------|------------------|-------------------|
| Data Disaster Recovery Costs | Included | Included | Included | Included | Included |
| User Provided Hardware | Included | Included | Included | Included | Included |
| Total City Cost | \$ 49,817 | \$ 49,817 | \$ 49,817 | \$ 49,817 | \$ 199,268 |

Prepared By Bert Wrains September 19 2012 (Revised 9-25-2012)

11K(4)

Tyler Technologies Project Brief

Project Scope by Module:

General Ledger – General Ledger is the heart of the financial applications suite, providing comprehensive flexibility and control of financial transactions. This feature-rich fund accounting applications automates routine functions and provides access to source documents of any transaction in the general ledger.

Budget Preparation – Budget preparations creates and maintains budgets for current and future fiscal years. Users can view previous year budgets and create models for future fiscal years budgets. A variety of reporting options, multiple changes, and user-defined scenarios are a few of the powerful features.

Bank Reconciliation – Bank reconciliation is an interactive module that reconciles monthly bank statements to the general ledger cash accounts. System-wide integration automates the month-end reconciliation process, and posting through the general ledger are recognized for items such as bank deposits, services charges, interest income and returned and cleared checks.

Accounts Payable – Accounts Payable facilitates cash, accrual, and modified accrual basis accounting. Accounts Payable makes it easy to monitor cash flow, manage disbursements, and reduce data entry duplication. Its flexibility allows users to process invoices as well as debit memos while maintaining audit trails for data input integrity.

GASB Module – Governmental Accounting Standards Board (GASB) Statement No. 34 defines the new reporting model for all governmental entities. GASB Module has embedded GASB 34 rules and will assist you with the steps involved in this reporting process. What used to take weeks to prepare, will now be simplified to days.

Purchasing – Purchase Orders manages, monitors, and maintains requisitions and encumbrances. Administrators can now define approval levels, user account levels, and input restrictions. It provides immediate access to vendor data and invoice history.

Fixed Assets – Fixed Assets is a comprehensive asset management solution designed specifically for the public sector. It provides organizations a powerful tool for tracking and reporting on all fixed assets throughout the life cycle. Assets acquired through other financial modules can be automatically posted to Fixed Assets.

Project Accounting – Project Accounting interfaces with the accounting applications. It establishes project budgets and tracks activity for up to eight fiscal years. The module maintains key project details such as start date end date, percent completed, project description and notes, including special projects funded by grants and tracking for FEMA reimbursement.

11K(5)

Utility Customer Information System – Utility Customer Information System (CIS) manages every aspect of your utility services. From account set up and service orders, cashiering to collections and everything in between. At its core is a powerful contact and parcel database that reduces human error and stores all your information in one location.

Cashiering – Cashiering accepts multiple payment types and offers an easy to use reporting, auditing, and payment entry capability. Cashiering facilitates detailed tracking of all cash transactions by operator, terminal and batch information, allowing improved cash drawer balancing and detailed audit trails.

Accounts Receivable – Accounts Receivable module maintains all pertinent data necessary to record and track customer accounts and balances. This module allows users to define customer information, generate contracts and invoices, perform payment processing and calculate and post finance charges on a monthly basis.

Building Projects – Building Projects streamlines the building permit management process. This module tracks the complete process from the planning phase to the permit process. Application capabilities include tracking license and insurance information for contractors, inspection scheduling, and certificate and permit printing.

Business License – Business License collects license information, including business name and address, multiple contacts, taxpayer ID number, and contractor information. The system is flexible enough to allow user defined data attributes per license type, allowing the system to be used for flat fee and parameter-driven fee calculations.

Output Director – Output Director processes batch or individually process accounting documents and purchase orders for distribution via fax, email, printing or electronic archival. The system provides e-billing for utility customers, and any mass fax or email output the city desires while automatically retaining a copy of the document in the Content Manager.

Content Manager – Content Manager allows local governments to capture, deliver, manage, and archive electronic information. The first person to handle a document can be the last one to handle the document, easily transforming time consuming paper forms and documents into electronic images that can drive key business processes by attaching document images to the screens where the information is needed.

11K.(6)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND TYLER TECHNOLOGIES, INC. FOR THE INCODE (FINANCIAL SOFTWARE); WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF CITY CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)

WHEREAS, the City wishes to increase the efficiency of the Finance Department with the use of a financial reporting software; and

WHEREAS, Section 36.25(J) of the City of North Bay Village Code of Ordinances authorizes the award of a contract without sealed bidding upon a determination by the City Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity in the State of Florida; and

WHEREAS, the City of Clewiston, Florida awarded a contract to Tyler Technologies, Inc. on July 17, 2012 for similar financial software and services, and the City intends to piggyback from this purchase; and

WHEREAS, the system will include, but is not limited to, the following applications: General Ledgers, budget preparation, bank reconciliation, fixed assets, Building Permits, and Business Tax Receipts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Agreement. The Agreement between the City

and Tyler Technologies, Inc. for the purchase and maintenance of the INCODE financial software, in substantially the form attached as Exhibit "1," together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. Waiver of Competitive Bidding. Competitive bidding for the award of the Agreement between the City and Tyler Technologies, Inc. is waived pursuant to Section 36.25(J) of the City Code.

Section 4. Authorization of City Officials. The City Manager and/or his designee and the City Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The City Manager is authorized to execute the Agreement with Tyler Technologies, Inc. on behalf of the City for the INCODE finance software system in accordance with the proposal attached hereto as Exhibit 1, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the City Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____

PASSED and ADOPTED this _____ day of September 2012.

MAYOR CONNIE LEON-KREPS

11K(8)

ATTEST:

YVONNE P. HAMILTON, CMC
City Clerk

APPROVED AS TO FORM:

Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: Financial Software-Tyler Technologies, Inc.

North Bay Village/Resolution/Tyler Technologies-Financial Software

11K(9)



City of North Bay Village

Administrative Offices

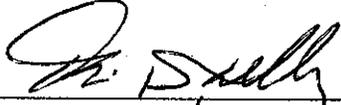
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM
City of North Bay Village

DATE: September 6, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: 
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the City Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND TYLER TECHNOLOGIES, INC. FOR THE INCODE (FINANCIAL SOFTWARE); WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 36.25 OF CITY CODE FOR THIS AGREEMENT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

DK:yph

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg


Commissioner
Dr. Richard Chervony



Systems Agreement

Local Government Division

Agreement between:

Tyler Technologies, Inc

5519 53rd Street
Lubbock, Texas 79414
(800) 646-2633
(806) 797-4849 Fax

And

City of North Bay Village, FL

1700 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171

Issued date:

June 20, 2012



AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and; City of North Bay Village, FL, hereinafter referred to as CLIENT on, _____, 2012.

COMPANY and CLIENT agree as follows:

1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:

| | |
|-----------|--|
| Section A | Investment Summary (A-H) |
| Section B | COMPANY Agreement Terms and Conditions |
| Section C | COMPANY Subscription Service Level Agreement |
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: City of North Bay Village, FL

Tyler Technologies, Inc.:

By: _____
 Signature

 Printed Name

 Title

 Date

 Sales Tax Certificate Number

By: _____
 Signature

 Printed Name

 Title

6/20/12
 Issue Date

11K(12)

Investment Summary
Bert Wrains
City of North Bay Village, FL



| | | | |
|------------------------|--|------------------------|-----------|
| Prepared for: | City of North Bay Village, FL | Contract ID # : | 2012-0136 |
| Contact Person: | Bert Wrains | Issue Date: | 6/20/12 |
| Address: | 1700 Kennedy Causeway North Bay Village, FL 33141 | Salesman: | J. Ash |
| Phone: | (305) 756-7171 | Tax Exempt: | Yes / No |
| Fax: | (305) 756-7722 | | |
| Email: | bwains@nbvillage.com | | |

| Product Service & Equipment | On Signature | As Progress Occurs | Totals | Annual Fees |
|------------------------------------|------------------|--------------------|------------------|------------------|
| Total Subscription Fees | 33,135.00 | | 33,135.00 | 33,135.00 |
| Total Professional Services | | | | |
| Implementation Services | | 37,600.00 | 37,600.00 | |
| Professional Services | | 6,600.00 | 6,600.00 | |
| Data Conversion & Assistance | | 18,038.00 | 18,038.00 | |
| Totals | 33,135.00 | 61,038.00 | 94,173.00 | 33,135.00 |

Please note travel expenses will be billed as Incurred.

11K(13)

Subscription Summary

Bert Wrains
 City of North Bay Village, FL
 June 20, 2012



Cost Summary

| Professional Services & Hardware | Cost |
|-----------------------------------|---------------|
| Implementation Services | 37,500 |
| Professional Services | 5,500 |
| Data & Conversion Assistance Fees | 18,038 |
| Services | 61,038 |

| Subscription - Hosted | | Annual Fees |
|-------------------------|---------------------|---------------|
| Length of Agreement | 4 Years - 48 Months | |
| Annual Subscription Fee | | 27,375 |
| Annual User Fee | 12 | 5,760 |
| Summary | | 33,135 |

***Note: Additional users may be added at any time at the per user rate of \$480 per year.*

11K(14)

Software Licenses - Subscription

Bert Wralns
City of North Bay Village, FL
June 20, 2012



| Application Software | QTY |
|---|-----|
| Incode Financial Management Suite | 1 |
| Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Accounts Payable)</i> GASB MSDE Module with Adjustments and Reporting Purchasing Fixed Assets Project Accounting | |
| Incode Customer Relationship Management Suite | 1 |
| Utility CIS System Utility Handheld Meter-Reader Interface Cashiering <i>(Support Credit/Debit Cards via ETS, PCI Compliant)</i> Miscellaneous Accounts Receivable Building Projects Business License | |
| Incode Content/Document Management Suite | 1 |
| Incode Printing and Reporting Solutions Standard Forms Package <i>(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)</i> | |
| Output Director Output Director <i>(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)</i> | |
| <i>Notifier (2400 calls to be used within 18 months)</i> | |
| Content Management Tyler Content Manager Standard Edition (TCM SE) <i>(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)</i> | |
| System Software & Network Services | |
| System Software System Software | 1 |

11K(15)

Professional Services - Subscription
Bert Wrains
City of North Bay Village, FL
June 20, 2012



| Application Professional Services Summary | Estimated Hours | Estimated Services |
|---|-----------------|--------------------|
| Implementation Services | | |
| Financial Suite | 124 | 15,500 |
| Customer Relationship Management Suite | 144 | 18,000 |
| Content Management Suite | 32 | 4,000 |
| Conversion Services | | |
| Financial Suite | 12 | 9,038 |
| Customer Relationship Management Suite | 32 | 9,000 |
| Incode Professional Services | | |
| Project Management | | 1,500 |
| Final Implementation Services | 32 | 4,000 |
| Professional Services Total | 376 | 61,038 |

| Implementation Services Breakdown | QTY | Estimated Hours | Estimated Services |
|--|-----|-----------------|--------------------|
| Incode Financial Suite | | | |
| Incode Financial Applications | | | |
| Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)</i> | 1 | 64 | 8,000 |
| Purchasing | 1 | 24 | 3,000 |
| Fixed Assets | 1 | 16 | 2,000 |
| Project Accounting | 1 | 12 | 1,500 |
| Financial Consulting Services | | 8 | 1,000 |
| Financial Suite Subtotal | | 124 | 15,500 |
| Incode Customer Relationship Management Suite | | | |
| Utility CIS System | 1 | 60 | 7,500 |
| Cashiering <i>(Support Credit/Debit Cards via ETS, PCI Compliant)</i> | 1 | 8 | 1,000 |
| Miscellaneous Accounts Receivable | 1 | 12 | 1,500 |
| Building Projects | 1 | 40 | 5,000 |
| Business License | 1 | 24 | 3,000 |
| Customer Relationship Management Suite Subtotal | | 144 | 18,000 |
| Incode Content Management Suite | | | |
| Incode Printing and Reporting Solutions | | | |
| Standard Forms Package <i>(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)</i> | 1 | | N/A |
| Output Director | | | |
| Output Director <i>(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)</i> | 1 | 8 | 1,000 |
| Content Management | | | |
| Tyler Content Manager Standard Edition (TCM SE) <i>(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)</i> | 1 | 24 | 3,000 |
| Content Management Suite Subtotal | | 32 | 4,000 |
| Professional Services | | | |
| Project Management | | | 1,500 |
| Final Implementation | | 32 | 4,000 |
| Professional Services Subtotal | | 32 | 5,500 |

11K(16)

Professional Services
 Bert Wrains
 City of North Bay Village, FL
 June 20, 2012



| Conversion Services | QTY | Conversion Programming Fee | Estimated Hours | Estimated Services | Conversion Services |
|---|-----|----------------------------|-----------------|--------------------|---------------------|
| Financial Applications | | | | | |
| General Ledger | | | | | |
| Chart of Accounts - No History | | 1,500 | 4 | 500 | 2,000 |
| Detail History | | 4,538 | 4 | 500 | 5,038 |
| Accounts Payable | | | | | |
| Vendor File - No History | | 1,500 | 4 | 500 | 2,000 |
| CRM Applications | | | | | |
| Utility CIS - SMS | | | | | |
| Account/Address Master (includes contacts & properties) | | 2,000 | 16 | 2,000 | 4,000 |
| Current & Past Service/Meter Information (Included In line above) | | | | | |
| Building Permits | | | | | |
| Permits Master (includes contacts & properties) | | 1,500 | 8 | 1,000 | 2,500 |
| Business License | | | | | |
| Master (includes contacts & properties) | | 1,500 | 8 | 1,000 | 2,500 |
| Conversion Services Subtotal | | 12,538 | 44 | 5,500 | 18,038 |
| Conversion Services Total | | 12,538 | 44 | 5,500 | 18,038 |

Note:
 Financial data conversion consists of current year plus 2 years history.

11K (17)

Tyler OnDemand - Tyler Online Training Center
Bert Wrains
City of North Bay Village, FL
June 20, 2012



Service

Tyler OnDemand - Tyler Online Training Center

Tyler Online Training Center

- Open for ALL Employees during subscription period
- Unlimited Access to Live Webinars and Archived Webinars
- Unlimited Access to Self Study Courses
- Available 24/7
- Continuing Professional Education Credit with NASBA Standards
- Live Webinars conducted monthly with an estimated 60 webinars annually
- Over 45 Online Self Study Courses
- General business knowledge and Microsoft Office software based courses
- Courses cover a variety of topics that span the entire suite of INCODE applications
 - o Financials
 - o Payroll
 - o Human Resources
 - o Utility Billing
 - o CRM
 - o Court
 - o Public Safety

- New Webinars and Self Study Courses added throughout the year

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org

11K(18)

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

1) LICENSES

a) COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY, a non-exclusive, revocable, nontransferable, non-assignable license for the software products solely for CLIENT's own internal business purposes. Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with COMPANY, and COMPANY grants limited License to the CLIENT to these products. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

b) All CLIENT data, information, photos, images, etc. shall remain the property of CLIENT regardless of whether the same is held, processed, managed, and stored by COMPANY as part of system hosting. CLIENT data shall not become COMPANY data and no transfer of ownership shall be deemed to occur by virtue of the transaction contemplated hereby. COMPANY shall not use CLIENT data other than in connection with providing the services pursuant to this Agreement.

2) PRICE

a) The four-year financial obligation of the CLIENT to COMPANY for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. The price shall be payable by the CLIENT to COMPANY as provided in Section III hereof.

b) Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for

the service as they are incurred. Any modifications

or adjustments to the financial obligation of the CLIENT shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.

c) The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by the CLIENT and shall be paid over to the proper authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

3) PAYMENT

a) Upon receipt of executed Agreement, COMPANY will invoice CLIENT for the first year annual usage fee and in each year through the end of the Term of this Agreement CLIENT will remit to COMPANY Subscription fees in the amount shown in the Investment Summary of this Agreement with payment due within ten (10) days of the current year invoiced. COMPANY will invoice CLIENT in accordance with the terms of the Agreement. Until notified otherwise, COMPANY shall mail invoices to the attention of CLIENT Contact at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. CLIENT will have a renewal option six (6) months prior to Agreement expiration.

b) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

c) CLIENT agrees to pay other fees related to this Agreement as listed according to milestones within

the Investment Summary.

d) In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice.

e) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary.

4) LIMITATION OF LIABILITY

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall COMPANY be liable for damages in excess of amounts paid by CLIENT for the Subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the

aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees

herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

5) LIMITED WARRANTY

COMPANY warrants that the then current, unmodified version of the COMPANY Software Products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6) CONFIDENTIALITY

a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

7) RESOLUTION OF DISPUTES

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level.

b) In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

8) TERMINATION, CANCELLATION OR MODIFICATION

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that CLIENT licensed prior to this Agreement shall remain with CLIENT under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the licensed applications shall be denied. In the event of termination or cancellation, CLIENT will be responsible for payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of Systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for any expenses incurred by COMPANY prior to and/or during the exit process and an early termination fee calculated as follows:

- For termination prior to two (2) years from the effective date of this Agreement: 60% of the remaining subscription fees;
- For termination between two (2) and four (4) years from the effective date of this Agreement: 30% of the remaining subscription fees.

9) SEVERABILITY

If any term or provision of this Agreement or the

application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10) NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

11) NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

12) NONAPPROPRIATION

CLIENT intends to remit and reasonably believes that moneys in an amount sufficient to remit all Subscription payments under this Agreement can and will lawfully be appropriated. CLIENT acknowledges that appropriation of moneys for the Subscription payments beyond the current fiscal year is a governmental function to which CLIENT cannot contractually commit and this Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If CLIENT's governing board does not approve an appropriation of funds for the payment of Subscription payments coming due during the following fiscal year(s), CLIENT shall have the right to terminate this Agreement on the last day of such fiscal year and return the Property without penalty or expense to CLIENT in accordance with Section 7 of this Agreement; provided, however, CLIENT shall give COMPANY at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement. CLIENT acknowledges that this non-appropriation provision is not intended to be used as a substitute

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

for convenience termination nor for the purpose of replacing the Property with property or services intended to perform substantially similar functions. CLIENT, therefore, agrees to the extent permitted by applicable law (i) not to utilize these non-appropriation provisions for such purposes and (ii) if this Agreement is terminated because of non-appropriation of funds, not to purchase, lease, rent, or otherwise acquire property or services which are intended to perform substantially similar functions as those provided by the Property during the fiscal year following termination of this Agreement.

13) ENTIRE AGREEMENT

This Agreement represents the entire agreement of CLIENT and COMPANY and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

14) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the sole and exclusive venue for any litigation that arises as a result of this Agreement shall be in the Superior Courts, Circuit Courts of Miami-Dade County, Florida or United States District Court of the Southern District of Florida.

15) APPROVAL OF GOVERNING BODY

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.

PROFESSIONAL SERVICES

1) SERVICES PROVIDED

COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

- a) Installation as described in the Investment Summary;
- b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is

responsible for reading and complying with COMPANY's Conversion Statement.

c) Training/Implementation as set forth in the Investment Summary; and

d) Consulting/Analysis as set forth in the Investment Summary.

2) VERIFICATION TESTING OF THE SOFTWARE PRODUCTS

a) At the CLIENT's request, within thirty (30) days after the Subscription site has been setup for the CLIENT, COMPANY will test the software products in accordance with COMPANY's standard verification test procedure. Demonstration shall constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Additional fees would apply to CLIENT if this option is chosen.

b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification.

c) Notwithstanding anything contrary herein, CLIENT's use of the software products for its intended purpose shall constitute CLIENT's verification of the software products, without exception and for all purposes.

d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

3) PROFESSIONAL SERVICES FEES

- a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered, plus travel and other expenses, plus a 10% travel processing fee. CLIENT agrees to pay COMPANY for the actual amount of training provided. CLIENT acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.
- b) Upon the completion of each service day, or group of days, COMPANY will present a Daily Log. CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final. CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-site is billed as training time, with the exception of those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in which case CLIENT will be billed for weekend travel time at a rate of \$500 per weekend day.
- c) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.
- e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts. Such quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to CLIENT, adjusted by unusual or seasonal travel circumstances.
- f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.
- g) Payment is due within thirty (30) calendar days of invoice.

4) TRAINING ENVIRONMENT

If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

5) SITE REQUIREMENTS

- a) CLIENT shall maintain a high speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide COMPANY with IP connection to CLIENT's network through VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution of software support incidents. COMPANY is not responsible for purchase of VPN client software license, client connectivity issues due to bandwidth saturation, or configuration of CLIENT's firewall settings.
- b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection. If CLIENT will not allow access COMPANY cannot guarantee support standards will be met. COMPANY will make every effort to support CLIENT's operating environment but cannot guarantee compatibility with all CLIENT devices or third party software applications.

6) PROJECT MANAGEMENT

CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

7) ADDITIONAL SERVICES

Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

8) LIMITATION OF LIABILITY COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

9) TERMINATION, CANCELLATION

In the event of cancellation or termination of this Professional Services Agreement, whether for cause or non-appropriation, CLIENT will make payment to COMPANY for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

**SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT**

THIS AGREEMENT, is made and entered into as of this _____ day of _____, 2012 between Tyler Technologies, Inc., having offices at 5519 53rd Street, Lubbock, Texas 79414 (COMPANY) and the City of North Bay Village, Florida (CLIENT), with its principal offices at 1700 Kennedy Causeway, North Bay Village, Florida 33141.

WHEREAS, COMPANY and CLIENT have entered into COMPANY Subscription Agreement dated _____;

WHEREAS, such COMPANY Subscription Agreement contained mutual consideration, promises, obligations and covenants of each party and such mutual consideration, promises, obligations and covenants were in part contingent on the parties agreement on Services levels;

WHEREAS, This Services Level Agreement (SLA) is the result of mutual agreement upon the applicable the Services levels;

NOW, THEREFORE, each agrees as follows:

I. SERVICES LEVELS

Services levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

A. Definitions

When used in this section the following shall mean:

Business Day shall mean Monday through Friday excluding COMPANY holidays.

Business Hours shall mean 8:00 a.m. – 5:00 p.m. (CST) on Business Days.

B. CLIENT Services

The following Services levels apply to Subscription Services Operations Support. All Services levels are based on attainment rates shown below and calculated on a quarterly basis.

| | | |
|---|--|--------|
| System Availability - Green | 6:00 a.m. to 9:00 p.m. CST Mon-Fri 7:00 a.m. to 3:00 p.m. CST Sat | 99% |
| System Availability – Yellow | 9:00 p.m. to 12:00 a.m. CST Mon – Fri 3:00 p.m. to 12:00 a.m. CST Sat 7:00 a.m. to 12:00 p.m. CST Sun 6:00 p.m. to 12:00 a.m. CST Sun | No SLA |
| System Availability – Red | 12:00 a.m. to 6:00 a.m. CST Mon – Sun 12:00 p.m. to 6:00 p.m. CST Sun | No SLA |
| Adding/Changing User Access or Printer | Request by noon: same day before 7:00 p.m. Request after noon, by noon Next Business Day | 90% |

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**SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT**

| | | |
|-----------------------------------|-------------------|-----|
| File Restoration | Next Business Day | 95% |
| Update Data in Test Database | Next Business Day | 95% |
| New Release/Update Testing Period | 10 Business Days | 95% |
| File Back-up | Nightly | 95% |

1. System Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. COMPANY reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime, scheduled testing. User notification will be given when possible.

Red time: System is not available. Reserved for backups and routine maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total minutes in a quarter to determine % of goal. All percentage calculations shall be rounded to the lowest whole number.

2. Adding/Changing User Access / Printer:

All requests to add or change a user or printer should be logged by calling the COMPANY Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurement: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

3. File Restoration:

Files that may be restored include COMPANY data files, and the reports in each user's home directory.

A request to restore a user file must be made through the COMPANY Network Services support department and must include the user name, exact file name and date when file may be found. All requests / issues should be logged by calling the Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurements: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Services levels exclude files that are older than 5 business days. Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

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**SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT**

4. Update Data in Test Database:

Refresh data in test environment with data from Production environment.

A request to refresh the test database must be made through the COMPANY support department. All requests/issues should be logged by calling the Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurement: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

5. New Release/Update Testing Period:

Upon request, new releases of the COMPANY applications will be loaded into the test database prior to Production. These releases will remain in the test environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

CLIENT agrees to devote time and resources to testing new release and to remain no more than two releases behind.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to Production at the CLIENT's request.

6. COMPANY Subscription Support Call Response:

This would cover any non-application requests such as setting up new users or printers, scheduling a refresh of CLIENT's test database or restoration of CLIENT's file.

Definition of Severities:

- 1 Critical Issue – COMPANY application is down
- 2 Severe issue, but there is a work around
- 3 Important issue – not severe

All requests/issues should be logged by calling support at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

New Incident

Currently you would press 1 for support, then 1 for a new incident, then 6 for Hardware/Network Support.

Existing Incident

Currently, you would press 1 for support, then 2 for an existing incident.

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**SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT**

Escalation Procedure:

If you need to escalate a reported problem, please call the following people in the order shown:

| Name | Title | Business Phone |
|----------------------------------|------------------------------------|-------------------------|
| On-Call Support: Brandon Ward | Network Specialist | (800) 646-2633 ext 7103 |
| Michael Lao | Technical Services Support Manager | (800) 646-2633 ext 7101 |
| Steve McGee | Manager of Hosting Operations | (800) 646-2633 ext 7301 |
| Russell Hoffman | Director of Technical Services | (800) 646-2633 ext 7001 |
| Dane Womble | Chief Operating Officer | (800) 646-2633 |

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

2012 Holiday Schedule:

COMPANY will observe the following Holiday schedule. If assistance is required on a published holiday, 30-days advance notice must be given.

| | |
|------------------------|-----------------------|
| New Year's Day | Monday, January 2 |
| Good Friday | Friday, April 6 |
| Memorial Day | Monday, May 28 |
| Independence Day | Wednesday, July 4 |
| Labor Day | Monday, September 3 |
| Thanksgiving Day | Thursday, November 22 |
| Day after Thanksgiving | Friday, November 23 |
| Christmas Eve | Monday, December 24 |
| Christmas Day | Tuesday, December 25 |

7. File Back-Up:

Nightly backups of the following files will be completed: live database, user's reports.

Data will be cycled off-site regularly.

II. FORCE MAJEURE

Failure to meet Services levels caused by any bona fide strikes, times of governmental emergency, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond COMPANY' control will be recognized by CLIENT. COMPANY may be relieved of responsibility of meeting Services levels as stipulated in this SLA upon COMPANY' filing with CLIENT just and true statements requesting that such failure to meet the Services levels, signed by COMPANY and giving in detail all the essential circumstances which, justify such action under the provisions of this section by CLIENT.

III. RESOLUTION OF DISPUTES

In the event of a dispute between the parties under this SLA pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

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**SUBSCRIPTION SERVICES
LEVEL AGREEMENT
BETWEEN COMPANY AND CLIENT**

IV. MODIFICATION

This SLA may not be modified except by the written mutual consent of both parties or as otherwise provided in this SLA.

V. SEVERABILITY

If any term or provision of this SLA or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this SLA or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this SLA shall be valid and enforced to the fullest extent permitted by law.

VI. NO INTENDED THIRD PARTY BENEFICIARIES

This SLA is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this SLA, and no third party shall have the right to make any claim or assert any right under this SLA.

VII. ENTIRE AGREEMENT

This SLA represents the entire agreement of CLIENT and COMPANY with respect to the Services levels and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this SLA it did not rely on any representations other than those explicitly set forth in this Agreement.

VIII. NO AMENDMENT

This SLA is to further define the Services levels referenced in the COMPANY Subscription Agreement. Nothing in this SLA shall be deemed to amend any terms and conditions of the COMPANY Subscription Agreement.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's state of domicile.

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THE MESSENGER WEEKEND

WWW.TROJMES

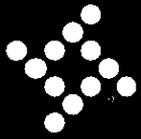
HIPPY program move

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fined to work with 10 of those
and one all for whom an individual
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all remain elements

City reaps reward from

Oh, the





incode
a tyler erp solution

Client Case Study

City of Troy, Alabama

Troy, Alabama

- Two years as Tyler client
- Staff of 250
- County seat of Pike County
- Experienced growth of 4,000 + people since 2000

Business Solutions

Integrating Incode for:

- Accounts Payable
- General Ledger
- Utility Billing and Collections
- Payroll
- Building Projects and Permits, and Business Licenses

Results

- Increased new revenue by \$112,000
- Estimated 10,841 hours saved results in projected savings of \$130,000
- Fully integrated environment between departments

The Problem

Alton Starling had a decision to make. Legislation had been passed requiring transparency and accountability in auditing, along with new financial reporting requirements for state and local governments. As the City Clerk and Treasurer for the City of Troy, Alabama, Starling was forced to reevaluate if Troy's current system was up to the task; he determined it was not. Starling and the rest of Troy's employees needed to decide to upgrade their existing system or look for another product that would meet Troy's needs.

Evaluating options

Starling concluded that the new system must provide data to everyone employed by the City of Troy, rather than to a select few. It was vital that each employee could base their decisions from data that was accessible to everyone.

"Our current system was not open; the only person who had access was myself and a few others. The department heads didn't have up-to-date info on budgets; nothing was integrated. We used ten different systems instead of one integrated system," Starling said.

The Solution

The city evaluated the cost of upgrading the hardware and software for the old system versus Tyler Technologies' Incode system; they concluded that it was more beneficial to convert to the platform Incode used. Moreover, the city saw the potential for total integration that Incode offered and wanted to take full advantage of Tyler's state-of-the-art product. Even after extensive research and examination of Tyler's product, Starling and the rest of Troy's staff were only scratching the surface of the advantages Incode would provide to them.

"When the City of Troy accepted the proposal from Tyler Technologies to implement the Incode software, we never realized how much of a payoff we would receive," Starling stated. "It has allowed us to run our city more efficiently and effectively, thus creating a team atmosphere and better morale with our employees. It has been a very positive experience and our return on investment has been exceptional."

Implementation: timing is critical

Once the decision had been made to install Incode as the base of Troy's operation, Starling and the rest of the staff worked closely with Tyler developers to apply a plan designed to maximize Troy's investment. This meant implementing Incode on different dates for each department so as to streamline work flow from one department to the next.

Each of Troy's departments had different deadlines, with some reporting on the fiscal year and others on the calendar year. Since all systems would rely on Accounts Payable and General Ledger, it was imperative that they be implemented first. Because the bulk

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For more information, visit www.tylertech.com

“When the City of Troy accepted the proposal from Tyler Technologies to implement the Incode software, we never realized how much of a payoff we would receive. It has allowed us to run our city more efficiently and effectively, thus creating a team atmosphere and better morale with our employees. It has been a very positive experience and our return on investment has been exceptional.”

— Alton Starling, City Clerk and Treasurer for the City of Troy, AL

of Troy's revenue comes from Utility Billing and Collections, this module was implemented at the beginning of the fiscal year. Payroll was applied in January, the beginning of the reporting year for that department. This was done so no reports would have to be combined from two different systems. Starling was pleased with the plan the city and Tyler developed.

“The implementation schedule was designed so we could focus on the new system entirely and we would not have to run dual systems. Training could be done in stages as implementation was done. This allowed for a smooth implementation process.”

The Results

The combined efforts of Troy's employees and Tyler resulted in the creation and utilization of a shared database of information between departments. This helped to open the lines of communication and allowed the departments to work as a team instead of individual entities. Direct deposit was added for employees, online payments were made available for customers, and a broad range of financial information was provided to the general public. In the governmental sector, accountability and transparency are vital; Incode allowed Troy to provide information instantly to their constituents while meeting the new government mandated regulations for financial reporting.

Automated process results in increased business

By partnering with Tyler Technologies, The City of Troy has been able to streamline many processes that were previously completed manually. Specifically, the process for obtaining and renewing licenses has been optimized through the implementation of Incode. License information is now instantly available to Troy employees and renewals can be completed in a more efficient manner. This procedure, which previously could take up to two months to complete, has been reduced to one week. This resulted in increased time and opportunity to research unlicensed businesses and non-renewals, which ultimately increased the number of licensed businesses from 2,300 to 3,300. Diane Leveque, Troy's Revenue Officer, estimates that this increase alone resulted in an additional \$95,000 in revenue for the City of Troy.

Expedited payments from online billing

Incode's eBill feature helped reduce the costs of printing and mailing billings by automating the payment process. Because customers no longer have to wait to receive their statement in the mail and pay it in person, the entire billing and payment process has been expedited. With an average of 2,500 to 3,000 customers per month, Troy saves approximately 1 minute per customer while also reducing the amount of processing time by half. Brian Morgan, Troy's Utilities Administrator, said he believes eBill has allowed his staff to focus their attention on other matters and better utilize their time. Starling agreed.

“The ability to have online payments of utility bills has really freed up our employees to do other things. People don't spend time waiting in line and our employees don't have to manually touch that process.”

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For more information, visit www.tylertech.com

“The implementation schedule was designed so we could focus on the new system entirely and we would not have to run dual systems. Training could be done in stages as implementation was done. This allowed for a smooth implementation process.”

— Alton Starling, City Clerk and Treasurer for the City of Troy, AL

Solutions to unbilled consumption and late payments

Incode's ability to offer integrated data throughout departments has benefitted Troy's employees from a processing standpoint. Instead of having to search and process data by hand, employees have any and all information readily available at their fingertips. Troy can now determine through Incode's database where unbilled consumption of utilities is taking place. Through this application alone Troy was able to virtually eliminate any bad debt and increase collection of late utilities by more than \$12,000 annually.

“Incode lets us see immediately who is up to date and who is not; we previously had to search and identify who was late,” Starling said. “The meter readers aren't doing duplicated work so they can focus on identifying and eliminating illegal consumption.”

Time efficiency leads to increased savings

After utilizing Incode, the City of Troy has seen a reduction in overtime and actual hours spent performing personnel duties. After implementation, Starling asked each department to provide the ways Incode has improved their job performance. The overwhelming majority listed “time saved.”

By using the Accounts Payable, General Ledger, Utility Billing and Collections, Payroll, Building Projects and Permits, and Business License modules, the City of Troy has maximized their efficiency by dramatically streamlining their business processes. Starling and his team calculated the number of personnel hours saved per module and the results speak for themselves:

| DEPARTMENT | APPROXIMATE HOURS SAVED PER YEAR |
|--|----------------------------------|
| Payroll | 3,096 |
| Utility, Billing, and Collections | 1,650 |
| Accounts Payable | 629 |
| Business License and Building Projects | 5,466 |

The combined personnel hours saved each year totals 10,841. Starling estimates that the dramatic reduction of hours will result in potential savings of \$130,000 per year, in addition to more than \$112,000 generated in new revenue for Troy.

Through the joint efforts of Starling and Tyler, Incode has provided the City of Troy with a uniquely integrated environment between departments. Incode helped to decrease costs and increase revenues without burdening taxpayers. Starling believes that other cities stand to benefit from working with Tyler.

“Our success can show other municipalities or companies using an outdated system that change and efficiency are possible,” he said. “Some people have been in a position for 30 years and were able to adapt and increase productivity. Stress levels are reduced and the workplace is more pleasant for all. If we can do it, anyone can.”

11K (33)



**Proposal Offering
And Acceptance and Award
RFP #113011**

FORM D

**ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES
Proposal Offering (To be Completed Only by Proposer)**

In compliance with the Request for proposal (RFP) for ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES, the undersigned warrants that I/we have examined the RFP and, being familiar with all the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined services/products in compliance with all terms, conditions of the RFP, any applicable amendments of RFP, and all Proposer's response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: Tyler Technologies, Inc. Date: November 22, 2011

Company Address: One Cole Haan Drive

City: Yarmouth State: Maine Zip: 04096

Contact Person: Gia Davis Title: Business Development Manager

Authorized Signature (ink only): *Stacey M. Gerard*

Stacey M. Gerard, Assistant Secretary (Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your proposal offering is hereby accepted and awarded. As the awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in the RFP, any amendments to the RFP, and the Proposer's Response. The effective date of this Contract shall be Feb 21, 2012 and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: *Todd Lyson* Todd Lyson
(Name printed or typed)

Title: EXECUTIVE DIRECTOR

Awarded this 24TH day of FEBRUARY 2012 Contract Number # 113011-TTI

NJPA Authorized signature: *Jane A. Walden*
(Name printed or typed)

Title: BOARD CLERK

Executed this 21ST day of Feb. 2012 Contract Number # 113011-TTI

National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES

RFP Opening

30, 2011

8:00 AM

At the offices of the
National Joint Powers Alliance®
202 12 Street NE, Staples, MN 56479

RFP #113011

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES on behalf of itself and its Members nationwide. This solicitation will be available until November 11, 2011 by letter of request to NJPA at 202 12 Street NE, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until November 29, 2011 at 4:30 PM Central Time and opened November 30, 2011 at 8:00AM Central Time.

The text above is the Public Notice to Proposers to be used by NJPA.

RFP Timeline

October 14, 2011 and
October 21, 2011
November 11, 2011
15, 2011 at 10:00 AM Central
Time
November 29, 2011 4:30 PM
Central Time
November 30, 2011 8:00 AM
Central Time.

- Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com
- Deadline for RFP requests
- Pre-Proposal Conference (webcast – conference call)
- Deadline for Submission of Proposals
- Public Opening of proposals

Direct questions regarding this RFP to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

RFP Procedures offers the methods for submitting questions.

- 1. INTRODUCTION
 - A. About NJPA
 - B. Joint Exercise of Powers
 - C. Why Propose a National Cooperative Procurement Contract
 - D. The intent of this RFP
 - E. Scope of this proposal
 - F. Specifications for services/products being proposed
 - G. Certification – Firm offer to contract
- 2. DEFINITIONS
 - A. Proposer – Vendor
 - B. Contract
 - C. Time
 - D. Proposer’s Response
 - E. Currency
- 3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL
 - A. Pre-Proposal Conference
 - B. Identification of key personnel
 - C. Proposer’s exceptions to terms and conditions
 - D. Formal instructions to Proposers
 - E. Contents and tabbing for proposal submission
 - F. Questions and answers about this RFP
 - G. Modification or withdrawal of a submitted proposal
 - H. Value added attributes, services/services and products
 - I. Certificate of Insurance
 - J. Order Process and/or Funds Flow
 - K. Administrative Fees
- 4. PRICING STRATEGIES
 - A. Line-Item pricing
 - B. Hot list pricing
 - C. Ceiling Price
 - D. Volume Price Discounts
 - E. Sourced Goods
 - F. Total Cost of Acquisition
 - G. Requesting Product and Service additions, deletions, and substitutions
 - H. Requesting Price Changes
 - I. Pricing and Services/products Change Format
 - J. Single Statement of Pricing – Historical Record
 - K. Sales Tax
 - L. Shipping and Shipping program
 - M. Normal Working Hours
- 5. MARKETING PLAN
- 6. PROPOSAL OPENING PROCEDURE
- 7. EVALUATION OF PROPOSALS
 - A. Proposal evaluation process
 - B. Proposer Responsiveness
 - C. Proposal evaluation criteria
 - D. Cost Scoring Evaluation
 - E. Product Testing
 - F. Past performance information
 - G. Waiver of formalities
- 8. POST AWARD OPERATING ISSUES
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up procedure
 - C. Reporting of sale activity
 - D. Audits
 - E. Hub Partners
 - F. Trade-ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
- 9. GENERAL TERMS AND CONDITIONS
 - A. Advertisement of RFP
 - B. Advertising a Contract Resulting From RFP
 - C. Applicable law
 - D. Assignment of Contract
 - E. Proposer’s List
 - F. Captions, Headings, and Illustrations
 - G. Confidential Information
 - H. Data Privacy
 - I. Entire Agreement
 - J. Force Majeure
 - K. Gratuities
 - L. Hazardous Substances
 - M. Legal Remedies
 - N. Licenses
 - O. Material Suppliers and Sub-Contractors
 - P. Non-Wavier of Rights
 - Q. Protests of Awards Made
 - R. Provisions Required by Law
 - S. Public Record
 - T. Right to Assurance
 - U. Suspension or Disbarment Status
 - V. Human Rights Certificate
 - W. Severability
 - X. Relationship of Parties

RFP 113011

1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of services/products and which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, hosts those resulting Contracts and offers them for the benefit of its Membership.

1.3.1 Subject to Approval of the Board: Any award of Contract made by an authorized NJPA Employee will be subject to such action by the NJPA Board of Directors.

1.4 NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contract continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

B. JOINT EXERCISE OF POWERS LAWS

1.5 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at <http://www.njpacoop.org/LEARN/About/Legal.html> and clicking on that state at the bottom of the web-page.

C. WHY PROPOSE A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.6 National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of services/products in two ways:

1.6.1 We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.6.2 We earn **volume purchasing discounts** which are passed on to our Members. A single warded proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies..

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

1.8 The collective purchasing power of thousands of NJPA Members nationwide offer the opportunity for

RFP 113011

volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10 As a unit of government, NJPA exists for the singular purpose of driving the greatest possible value to its Members.

1.11 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

1.12 Best Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of services/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.13 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice. NJPA most desires an Exclusive Contract to a qualifying Proposer together with their network of service providers demonstrating a solution which meets or exceeds the needs of NJPA or NJPA Members within the scope of "**ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES**".

1.14 NJPA's Interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the services, products, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

E. SCOPE OF THIS PROPOSAL

1.15 In addition to "**ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES**", this solution should be read to include:

1.15.1 N/A

1.116 NJPA reserves the right to limit the scope of this solicitation for market segments already being serviced by existing NJPA procurement contracts.

1.17 Multiple Awards: Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members.

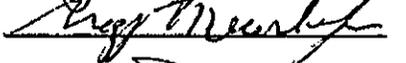
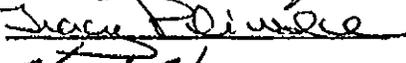
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**Form G
Administrative Software with Related Goods and Services**

| | Possible Points | Network Fleet | SchoolDude.com | Tyler Technologies |
|--|-----------------|---------------|----------------|--------------------|
| Conformance to terms and conditions to include documentation | 50 | 44 | 45 | 45 |
| Pricing | 350 | 305 | 300 | 315 |
| Industry and Marketplace Successes | 50 | 42 | 45 | 45 |
| Proposer's Ability to Sell and Service Contract Nationally | 125 | 110 | 95 | 115 |
| Proposer's Marketing Plan | 100 | 75 | 78 | 78 |
| Value Added Attributes | 50 | 43 | 43 | 43 |
| Liability Insurance Limits | 25 | 15 | 25 | 25 |
| Other Cooperative Procurement Contracts Held | 50 | 40 | 40 | 40 |
| Selection and Variety of Products and Services Offered | 200 | 160 | 178 | 178 |
| Total Points | 1,000 | 833 | 848 | 883 |

| Bonus Points awarded for: | | | | |
|--|----|----|----|----|
| Bidders "Green" characteristics | 50 | 25 | 25 | 33 |
| Bidders Dissadvantaged Business Entity Characteristics | 50 | - | - | - |

Overall Evaluation Points 1,100 858 873 915

| | |
|---|-----------|
|  | 1/19/2012 |
|  | 1/19/2012 |
|  | 1/19/2012 |
|  | 1/19/2012 |

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DJC

921 SW Washington, Suite 210 / Portland, OR 97205
(503)226-1311 FAX (503) 222-5358

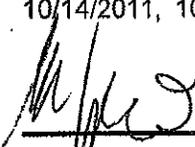
STATE OF OREGON, COUNTY OF MULTNOMAH, --ss.

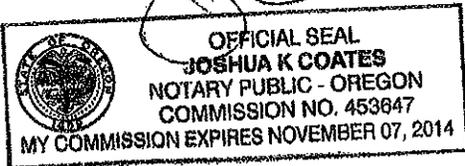
I, KRISTINE HUMPRHIES, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

REQUEST FOR PROPOSAL
NATIONAL JOINT POWERS ALLIANCE - ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES

a printed copy of which is attached, was published in the entire issue of this newspaper for 5 time(s) in the following issues:

10/14/2011, 10/17/2011, 10/18/2011, 10/19/2011, 10/20/2011.


Subscribed and sworn to before me this 27th day
of February, 2012.



NATIONAL JOINT POWERS ALLIANCE®

ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES

Proposals due 4:30 pm, Nov. 29
REQUEST FOR PROPOSAL

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to ADMINISTRATIVE SOFTWARE WITH RELATED GOODS AND SERVICES on behalf of itself and its Members nationwide. Specifications are available until November 11, 2011 by letter of request to NJPA at 200 First Street North-east, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until November 29, 2011 at 4:30 p.m. Central Time and opened November 30, 2011 at 8:00AM Central Time.
Published Oct. 14, 17, 18, 19 & 20, 2011.
10178382TB-51

NATIONAL JOINT POWERS ALLIANCE
Attn: GINGER LINE
P.O. Box 219
STAPLES, MN 56479

Order No.: 10178382
Client's Reference No.:

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ES

**CITY OF CLEWISTON
Request for Proposals
Bid No. 2011-06**

The City of Clewiston will accept proposals for Integrated Municipal Financial & Utility Billing Software & Implementation Services until 3:00 p.m., local time, December 6, 2011 at City Hall, 115 West Ventura Avenue, Clewiston, Florida 33440. The City will then have a Selection Committee evaluate all proposals. The City may require an on-site demonstration of the product,

Bid No. 2011-06 is a Request for Proposals for Integrated Municipal Financial & Utility billing Software & Implementation Services. The details for this Request for Proposals can be found on the City of Clewiston's web site at www.clewiston-fl.gov or at Clewiston City Hall; direct questions to Utilities Director, Kevin McCarthy, at 863-984-1454.

Each proposal must be in a sealed envelope and clearly marked **INTEGRATED MUNICIPAL FINANCIAL & UTILITY BILLING SOFTWARE & IMPLEMENTATION SERVICES**. Proposals may be mailed to Marilyn McCorvey, City Clerk, 115 West Ventura Avenue, Clewiston, FL 33440, or hand delivered to the same address. No responsibility shall be attached to any officers for the premature opening of a bid not properly addressed and identified.

The City of Clewiston reserves the right to hold all bids for sixty days and to reject any and all bids, with or without cause, to waive technical errors and informalities, or to accept the bid that in its judgment best serves the City.

CITY OF CLEWISTON, FLORIDA
Marilyn McCorvey, City Clerk
401702 CN 11/3,10/2011

11 K(41)

RFP: Software Proposals



CLEWISTON NEWS
Published Weekly
Clewiston, Hendry County, Florida

STATE OF FLORIDA
COUNTY OF HENDRY

Before the undersigned authority, personally appeared Tom Byrd, who on oath says he is the President of Operations, of the Clewiston News, a weekly newspaper published at Clewiston in Hendry County, Florida, that the attached copy of advertisement being a public notice in the matter request for proposals

in the 20th Judicial District of the Circuit Court, was published in said newspaper in the issue(s) of _____
11/3, 10/2011

Affiant further says that the said Clewiston News is a newspaper published at Clewiston, in said Hendry County, Florida, and that said newspaper has heretofore been continuously published in said Hendry County, Florida, each week, and has been entered as periodicals matter at the post office in Clewiston, in said Hendry County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

CITY OF CLEWISTON
Request for Proposals
Bid No. 2011-06

The City of Clewiston will accept proposals for Integrated Municipal Financial & Utility Billing Software & Implementation Services until 3:00 p.m., local time, December 6, 2011 at City Hall, 115 West Ventura Avenue, Clewiston, Florida 33440. The City will then have a Selection Committee evaluate all proposals. The City may require an on-site demonstration of the product.

Bid No. 2011-06 is a Request for Proposals for Integrated Municipal Financial & Utility Billing Software & Implementation Services. The details for this Request for Proposals can be found on the City of Clewiston's web site at www.clewistonfl.gov or at Clewiston City Hall; direct questions to Utilities Director, Kevin McCarthy, at 863-984-1454.

Each proposal must be in a sealed envelope and clearly marked INTEGRATED MUNICIPAL FINANCIAL & UTILITY BILLING SOFTWARE & IMPLEMENTATION SERVICES. Proposals may be mailed to Marilyn McCarvey, City Clerk, 115 West Ventura Avenue, Clewiston, FL 33440, or hand delivered to the same address. No responsibility shall be attached to any officers for the premature opening of a bid not properly addressed and identified.

The City of Clewiston reserves the right to hold all bids for study days and to reject any and all bids, with or without cause, to waive technical errors and informalties, or to accept the bid that in its judgment best serves the City.

CITY OF CLEWISTON, FLORIDA
Marilyn McCarvey, City Clerk
401702 CH 11/3, 10/2011

Tom Byrd

Sworn to and subscribed before me this 10th day of November, 2011 AD

Notary Public, State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA
Angie Bridges
Commission # DD779718
Expires: APR. 20, 2012

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CLIENT COPY

AGREEMENT

Contract ID # 2012-0146

This agreement ("Agreement") is made this 17th day of July 2012 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5519 53rd Street, Lubbock, Texas 79414 ("Tyler") and the City of Clewiston, Florida, with offices at 115 West Ventura Avenue, Clewiston, Florida 33440 ("Client").

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and documentation provided in or with the Tyler Software Products ("Documentation") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and Documentation.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and Documentation are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and Documentation confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or Documentation by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Documentation for internal use only.
- h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee and is solely responsible for maintaining its status as a beneficiary.

2. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current specifications and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current specifications will control. A Tyler Software Product is "Defective" if it contains a

11K (43)

Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process.

3. Intellectual Property Infringement Indemnification.

- a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
- b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:
- i. Promptly notifies Tyler in writing of any such claim;
 - ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
 - iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
- c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
 - ii. Client's combining the Tyler Software Product with devices or products not provided by Tyler;
 - iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
 - iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
 - v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
 - vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.
- d) Remedy.
- i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
 - (a) Procure for Client the right to continue using the infringing Tyler Software Products; or
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.
 - ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices, plus a 10% travel agent processing fee. The current Tyler Business Travel Policy is attached hereto as Exhibit 2. 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 twenty-five dollars (\$25) are not available.

2. Cancellation of Services. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) hourly fees associated with the canceled services if Tyler is unable to re-assign its personnel.

3. Additional Services.

- a) The Investment Summary contains a good faith estimate of service fees and travel expenses. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates, plus travel expenses incurred in accordance with Section B(1).
- b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

SECTION C – MAINTENANCE AGREEMENT

1. Maintenance Services.

a) This Maintenance Agreement is effective on the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading; and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Fees for subsequent years are subject to change.

b) Maintenance Services Terms, Conditions, Limitations and Exclusions.

i) For as long as a current Maintenance Agreement is in place, Tyler shall, in a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed maintenance fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue maintenance fees.

ii) For as long as a current Maintenance Agreement is in place Tyler shall provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, consulting and training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification. Tyler shall support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

iii) Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

c) Client Responsibilities.

i) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

ii) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain an alternate remote connectivity method (including VPN, if necessary) for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products.

a) For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the hardware ("Hardware") and third party software ("Third Party Software") set forth in the Investment Summary (collectively, the "Third Party Products").

b) Third Party Product Warranties. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the developer, manufacturer or supplier of the Third Party Products ("Developer").

c) Third Party Software Maintenance.

i) In the event Client elects not to purchase through Tyler maintenance services on the Third Party Software, it shall be the responsibility of Client to repair and maintain the Third Party Software and purchase enhancements as necessary after installation.

ii) In the event Client elects to purchase through Tyler maintenance services on the Third Party Software, Tyler will facilitate resolution of a defect in Third Party Software with the Developer.

iii) In the event the Developer charges a fee for future Third Party Software release(s), Client shall be required to pay such fee.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(21). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Force Majeure: Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

3. Indemnification.

a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for

personal injury or property damage arising from Tyler's negligence or willful misconduct.

b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the Fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the license fee/purchase price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. The parties agree to notify each other within fifteen (15) business days of becoming aware of a dispute under this Agreement ("Dispute Notice Date").

The parties further agree that, before resorting to any formal dispute resolution process, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. Party principals agree to participate directly in these negotiations. Unless otherwise agreed in writing, the parties shall have fifteen (15) business days from the Dispute Notice Date to begin these negotiations, and thirty (30) days from the Dispute Notice Date to complete these negotiations. All such negotiations will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 and/or any similar applicable state rule.

In the event the parties fail to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

10. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement,

nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

11. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

12. Termination.

a) Termination for Cause. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

b) Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

13. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

15. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

16. Shipping. Delivery shall be F.O.B. shipping point.

17. Payment Terms.

- a) Tyler shall invoice Client \$21,640.25 upon the Effective Date. Such amount equals 25% of the license fees for the Tyler Software Products.
- b) Tyler shall invoice Client \$51,936.60 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals 60% of the license fees for the Tyler Software Products.
- c) Tyler shall invoice Client \$12,984.15 upon the earlier of (i) the first use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Such amount equals 15% of the license fees for the Tyler Software Products.

- d) Tyler shall invoice Client fees for services in the amount of 113,196.00, plus expenses, if and as provided/incurred.
- e) Tyler shall invoice Client the initial amount of \$800.00 for Hosted On-Line Products and commence monthly fees in the amount \$260.00 upon installation of such products.
- f) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- g) Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.
- h) Payment is due within thirty (30) days of the invoice date.
- i) Maintenance fees are waived through the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Tyler agrees to hold the maintenance rate constant for the first three (3) annual payments, then Tyler will increase Maintenance 4% in year four (4) and 5% in year five (5). Subsequent annual Maintenance fees will be due on the anniversary of such date.

18. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

19. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

21. Notices.

- a) All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
 - i) Actually received,
 - ii) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - iii) Upon receipt by sender of proof of email delivery, or
 - iv) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.
- b) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

11K(49)

City of Clewiston, FL
115 West Ventura Avenue
Clewiston, Florida 33440
Kevin McCarthy – Utilities Director

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, Texas 79414
Albert Mendoza – Contract Specialist

22. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

23. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

City of Clewiston, FL

Tyler Technologies, Inc.

By: Steve A McKown

By: Sandy Peters

Name: Steve McKown

Name: Sandy Peters

Title: City Manager

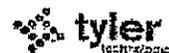
Title: Executive VP Development, LGD

Date: July 17, 2012

Date: 7/3/12

Investment Summary

Kevin McCarthy
City of Clewiston, FL



| | | | |
|-----------------|--|----------------|-----------|
| Prepared for: | City of Clewiston, FL | Contract ID #: | 2012-0146 |
| Contact Person: | Kevin McCarthy | Issue Date: | 7/3/12 |
| Address: | 115 West Ventura Avenue Clewiston, FL 33440 (863) 983-1434 | Salesman: | J. Ash |
| Phone: | | Tax Exempt: | Yes / No |
| Fax: | | | |
| Email: | kevinmcc@clewiston.fl.gov | | |

| Product, Service & Equipment | Milestone # 1 On Execution | Milestone # 2 On Delivery | Milestone # 3 As Verified | As Progress Occurs | Totals | Maintenance |
|--|-------------------------------|------------------------------|------------------------------|--------------------|-------------------|------------------|
| Total Applications Software | 21,640.25 | 61,936.60 | | | | 22,240.00 |
| License Fees - INCODE Financial Suite | | | 3,693.70 | | 23,958.00 | |
| License Fees - INCODE Personnel Management Suite | | | 1,800.00 | | 12,800.00 | |
| License Fees - INCODE Customer Relationship Management Suite | | | 7,252.95 | | 48,353.00 | |
| License Fees - INCODE Document Management Suite | | | 247.60 | | 1,850.00 | |
| Total Professional Services | | | | | | |
| On-Site Services | | | | 69,508.00 | 69,508.00 | |
| Final Implementation | | | | 4,000.00 | 4,000.00 | |
| Project Management | | | 2,800.00 | | 2,800.00 | |
| Data Conversion & Assistance | | | | 47,166.00 | 47,166.00 | |
| Tyler Online Training Center | | | | | | 1,200.00 |
| Totals | 21,640.25 | 61,936.60 | 15,484.15 | 110,696.00 | 199,757.00 | 23,440.00 |

Please Note: Travel expenses will be billed as incurred.

| | Initial Fees | Monthly Fees** |
|---|--------------|----------------|
| Total Monthly Services | 800 | 260 |
| Interest Services and Products | | |
| **Please note this is not an Annual agreement, the fees listed herein are monthly fees. | | |
| Totals | 800 | 260 |

11K (51)

Software Licenses

Kevin McCarthy
 City of Clewiston, FL
 July 3, 2012



| Application Software | QTY | License Fee | Annual Fee |
|---|-----|-------------|------------|
| Incode Financial Management Suite | 1 | 23,958 | 5,990 |
| Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Accounts Payable)</i> Purchasing Fixed Assets Inventory Control Project Accounting | | | |
| Incode Personnel Management Suite | 1 | 12,600 | 3,150 |
| Personnel Management <i>(Payroll & Human Resources, FMLA Leave Tracking, Benefits Administration, Position Control/Budgeting)</i> | | | |
| Incode Customer Relationship Management Suite | 1 | 45,788 | 11,447 |
| Utility CIS System (Electric & W or G) Utility Handheld Meter-Reader Interface Cashiering <i>(Support Credit/Debit Cards via ETS, PCI Compliant)</i> Work Orders Miscellaneous Accounts Receivable Building Projects Business License <i>(Sales Tax)</i> Call Center | | | |
| Incode Content/Document Management Suite | 1 | 1,850 | 413 |
| Incode Printing and Reporting Solutions Standard Forms Package <i>(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)</i> | | | |
| System Software & Network Services | | 2,565 | 1,241 |
| System Software System Software Network Services | 1 | | |
| Incode Application Subtotal | | 83,996 | 20,999 |
| System Software Subtotal | | 2,565 | 1,241 |
| Application and System Software Total | | 86,561 | 22,240 |

11K (52)

Professional Services

Kevin McCarthy
 City of Clewiston, FL
 July 3, 2012



| Application Professional Services Summary | Estimated Hours | Estimated Services |
|---|-----------------|--------------------|
| Implementation Services | | |
| Financial Suite | 140 | 17,500 |
| Personnel Management Suite | 60 | 6,500 |
| Customer Relationship Management Suite | 300 | 35,500 |
| Content Management Suite | 0 | N/A |
| Conversion Services | | |
| Financial Suite | 44 | 25,166 |
| Customer Relationship Management Suite | 48 | 22,030 |
| INCODE Professional Services | | |
| Project Management | | 2,500 |
| Final Implementation Services | 32 | 4,000 |
| Professional Services Total | 624 | 113,196 |

| Implementation Services Breakdown | QTY | Estimated Hours | Estimated Services |
|---|-----|-----------------|--------------------|
| Incode Financial Suite | | | |
| Incode Financial Applications | | | |
| Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)</i> | 1 | 64 | 8,000 |
| Purchasing | 1 | 24 | 3,000 |
| Fixed Assets | 1 | 16 | 2,000 |
| Inventory Control | 1 | 16 | 2,000 |
| Project Accounting | 1 | 12 | 1,500 |
| Financial Consulting Services | | 8 | 1,000 |
| Financial Suite Subtotal | | 140 | 17,500 |
| Incode Personnel Management Suite | | | |
| Incode Personnel Management Systems | | | |
| Personnel Management <i>(Payroll & Human Resources, FMLA Leave Tracking, Benefits Administration, Position Control/Budgeting)</i> | 1 | 62 | 6,500 |
| Personnel Consulting Services | | 8 | 1,000 |
| Personnel Management Suite | | 60 | 6,500 |
| Incode Customer Relationship Management Suite | | | |
| Utility CIS System (Electric & W or G) <i>(Smart Grid Support, Time of Use, Ratcheting, KVAR, Load Profiling)</i> | 1 | 108 | 13,500 |
| Utility Handheld Meter-Reader Interface | 1 | | N/A |
| Cashiering <i>(Support Credit/Debit Cards via ETS, PCI Compliant)</i> | 1 | 16 | 2,000 |
| Work Orders | 1 | 60 | 7,500 |
| Miscellaneous Accounts Receivable | 1 | 12 | 1,500 |
| Building Projects | 1 | 40 | 5,000 |
| Business License <i>(Sales Tax)</i> | 1 | 24 | 3,000 |
| Call Center | 1 | 24 | 3,000 |
| Utility Operations Consulting Services | | 16 | 2,000 |
| Customer Relationship Management Suite Subtotal | | 300 | 35,500 |
| Incode Content Management Suite | | | |
| Incode Printing and Reporting Solutions | | | |
| Standard Forms Package <i>(4 Overlays for Financials, 4 Overlays for Court, 5 Overlays for CRM, 1 Logo)</i> | 1 | | N/A |
| Content Management Suite Subtotal | | | N/A |
| Professional Services | | | |
| Professional Services | | | |
| Project Management | | | 2,500 |
| Final Implementation | | 32 | 4,000 |
| Professional Services Subtotal | | 32 | 6,500 |

11K(53)

Professional Services

Kevin McCarthy
 City of Clewiston, FL
 July 3, 2012



| Conversion Services | QTY | Conversion Programming Fee | Estimated Hours | Estimated Services | Conversion Services |
|--|-----|----------------------------|-----------------|--------------------|---------------------|
| Financial Applications | | | | | |
| General Ledger | | | | | |
| Chart of Accounts - No History | | 1,513 | 4 | 500 | 2,013 |
| Detail History - Including current year plus 2 years history. | | 4,538 | 4 | 500 | 5,038 |
| Accounts Payable | | | | | |
| Vendor File - No History | | 1,513 | 4 | 500 | 2,013 |
| Detail History - Including current year plus 2 years history. | 1 | 4,538 | 4 | 500 | 5,038 |
| Payroll | | | | | |
| Employee Static Information | | 3,026 | 20 | 2,500 | 5,526 |
| Current Year Check History -including current year plus 2 years history. | 1 | 4,538 | 8 | 1,000 | 5,538 |
| CRM Applications | | | | | |
| Utility CIS - MMS | | | | | |
| Account/Address Master (includes contacts & properties) | | 4,535 | 8 | 1,000 | 5,535 |
| Current & Past Service/Meter Information -including current year plus 5 years history. | | 2,118 | 8 | 1,000 | 3,118 |
| Current Year Transactions (bill, payment, late charge, etc)-including current year plus 5 years history. | | 2,420 | 12 | 1,500 | 3,920 |
| Building Permits | | | | | |
| Permits Master (includes contacts & properties) | | 2,722 | 8 | 1,000 | 3,722 |
| Business License | | | | | |
| Master (includes contacts & properties) | | 2,722 | 8 | 1,000 | 3,722 |
| Accounts Receivable | | | | | |
| A/R Master Info | | 1,513 | 4 | 500 | 2,013 |
| Conversion Services Subtotal | | 35,688 | 92 | 11,500 | 47,186 |
| Conversion Services Total | | 35,688 | 92 | 11,500 | 47,186 |

Note:

Additional history conversion can be purchased for \$100 per month per module.
 Financial data conversion consists of current year plus 2 years history.
 Utility Billing conversion data consists of current year plus 5 years history.

11K(54)

Hosted Applications
 Marilyn McCorvey
 City of Clewiston, Florida
 July 3, 2012



| Service | QTY | Charges | Initial Year | Annual Fee |
|--|--------------|-------------|--------------|------------|
| Citizen Portal | | | | |
| One Time Setup Fee | 1 | 800 | 800 | |
| - Hardware Configuration | | | | |
| - DNS registration | | | | |
| Monthly fee to support and host Web site | | 100 /month | 1,200 | 1,200 |
| INCODE Utility Billing On-Line Component | | | | |
| Utility Billing Online (4 cents per bill, per month) | <u>4,000</u> | 0.04 /month | 1,920 | 1,920 |
| - Data extraction and storage | | | | |
| - Display of: | | | | |
| • Current status (late, cut off etc) | | | | |
| • Action needed to avoid penalty | | | | |
| • Current Balance | | | | |
| • Deposits on file (optional) | | | | |
| • Last payment date | | | | |
| • Last payment amount | | | | |
| • Payment arrangements on file | | | | |
| • Last bill amount | | | | |
| • Last bill date | | | | |
| • Bill due date | | | | |
| • Contracts on file and status | | | | |
| • Transaction history | | | | |
| - Address information including | | | | |
| • Mapping | | | | |
| • Legal description* | | | | |
| • Precinct* | | | | |
| • School district* | | | | |
| • Services at address | | | | |
| * - Subject to data availability | | | | |
| - Consumption history by service, including graphs | | | | |
| - Request for service (optional) | | | | |
| - Information change request (optional) | | | | |
| - Security - SSL (Secure Socket Layer) | | | | |
| - Online Payments | | | | |
| • Payment packet is created to be imported to Utility System | | | | |
| <i>NOTE: Customer pays \$1.25 fee per transaction for payment on-line.</i> | | | | |
| Hosted Applications Total | | | 3,920 | 3,120 |

MK (55)

Tyler OnDemand - Tyler Online Training Center

Kevin McCarthy
City of Clawiston, FL
July 3, 2012



Service **Annual Fee**

Tyler OnDemand - Tyler Online Training Center

Tyler Online Training Center 1,200

- Open for ALL Employees during subscription period
- Unlimited Access to Live Webinars and Archived Webinars
- Unlimited Access to Self Study Courses
- Available 24/7
- Continuing Professional Education Credit with NASBA Standards
- Live Webinars conducted monthly with an estimated 60 webinars annually
- Over 45 Online Self Study Courses
- General business knowledge and Microsoft Office software based courses
- Courses cover a variety of topics that span the entire suite of INCODE applications
 - o Financials
 - o Payroll
 - o Human Resources
 - o Utility Billing
 - o CRM
 - o Court
 - o Public Safety

- New Webinars and Self Study Courses added throughout the year

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 160 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org

Tyler Online Training Center Total **1,200**

11K(56)

Exhibit 2

Tyler Business Travel Policy

1. Air Travel

A. Reservations and Tickets

The travel coordinator has been directed to provide travelers the lowest available airfare within two hours before or after the requested departure time (a.k.a. two-hour window). Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking up to two pieces of baggage will be fully reimbursed, provided they are directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at the current IRS rate plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars when cost, convenience and the specific situation require their use. The Company has selected specific providers as its primary rental car firms. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contract. When renting a car for Company business, employees should decline the "collision damage waiver" and "personal accident insurance" on the rental agreement as the Company carries leased vehicle coverage for any employee leasing a vehicle for business purposes. Travelers should also decline the "fuel purchase option" and return the car with a full tank of gas. The Company will not reimburse for non-essential products and services such as GPS devices and Satellite Radio.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a \$1 tip per bag is reimbursable.

3. Lodging

The Company has selected specific providers as its preferred hotel vendors. Reservations must be made through the travel coordinator or online booking tool to ensure that we take full advantage of the contracts. Hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment should be selected. Typical hotel cost per night should not exceed \$100 per night before taxes. If the customer has a discount rate with a local hotel, please notify the travel coordinator as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

Meals while on travel status are reimbursable per the rate published by the IRS at www.gsa.gov/perdiem

The split for the per diem meals is:

15% Breakfast
35% Lunch
50% Dinner

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

Departure Day

| | |
|--------------------------|------------------|
| Depart before 12:00 noon | lunch and dinner |
| Depart after 12:00 noon | dinner |

Return Day

| | |
|---------------------------------------|-----------------------------|
| Return before 12:00 noon | breakfast |
| Return between 12:00 noon & 8:00 p.m. | breakfast and lunch |
| Return after 7:00* p.m. | breakfast, lunch and dinner |

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

B. Same Day Travel

Employees traveling at least 2 hours to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to \$15.00 per day. Charges for internet access at airports are not reimbursable.

Effective March 23, 2012

Exhibit 3

The Data Conversion Process

Purpose

One of the most difficult aspects of software transition revolves around data conversion. This process takes place in one of two ways:

1. The manual method - In the manual mode the Client enters data from the existing system into the new Tyler system.
2. The automated method - In the automated mode a software program is written or coded in order to facilitate moving information from the existing system to the new Tyler system.

This document is provided to aid the Client in understanding the automated conversion process and to provide clear direction as to the responsibility and the scope of the process.

Who should read this document?

The obvious answer to this question is the individual at the Client site that is most responsible for the transition. Specifically, it should be:

1. The individual responsible for extracting and providing data from the old system to the Tyler system.
2. Any individuals responsible at a department level.
3. Any individual that would benefit from understanding the conversion process

The Conversion Process

The process itself has a predefined set of steps that must take place for a successful conversion:

1. Initial data extraction - The Client must perform the preliminary extraction and transmission of data.
2. Data Evaluation - Tyler will then be responsible for evaluating the information that has been transmitted. Upon a successful evaluation, the Client will be contacted for further scheduling.
3. Conversion scheduling - Once a schedule has been decided upon, Tyler will proceed in development of the conversion programs. During the development step, the Client will be responsible for providing knowledge and insight into the information from its current system.
4. On-Site Conversion - Upon Tyler's arrival at the Client's site for the conversion, the Client will be responsible for a final extraction of the data. In most situations the Client will not have to transmit the final extraction to Tyler. The Tyler trainer on site will assist the Client in preliminary Tyler application setup that is required for the conversion as well as execute the conversion programs and assist in the verification of the converted information's integrity.

Even though the Tyler trainers possess a great deal of knowledge in the area of conversion, it is ultimately the Client's responsibility to validate any converted data. The sections that follow clearly outline and describe each of the above steps.

Data Extraction and Transmission of Data

The Client must supply data in ASCII file format with unpacked data fields. The ASCII (pronounced as AS-key) is an abbreviation that represents the American Standard Code for Information Interchange. This standard was established in 1967 and still represents one of the most important standards in the computer industry. Vendors also use compression techniques in their data structures to pack numeric fields and dates. Since these techniques are not standard and vary from vendor to vendor, we are unable to process this information. In the simplest of terms, the Client's data that is transmitted to the Tyler system should be legible in a standard text processing program such as Windows textpad or wordpad. The characters that you view on screen should be the same characters that are on your computer keyboard.

File Descriptions and layout

The Client must supply sufficient file descriptions and layout information for the data. Sometimes file descriptions will be referenced as data definitions. Normally data files have one row after another. Each row represents a record or grouping of information. As an example, a vendor file would normally have a row for each vendor in the system. The rows then have to be broken down further into columns or fields. An example of a field in the vendor file could be vendor name. The file description provides the information needed to know exactly what position each field starts and stops in each row. In all cases, file descriptions are absolutely necessary for any type of conversion.

Media Type

Unless the Client's existing system has a unix operating system, the most desirable media to transmit the data would be a cd. In situations where a writable cd is not available, the Client can submit the information on a zip disk or 4mm tape. If a 4mm tape is used then the Client should transfer the information to the tape using the standard Windows backup software. The Client may also submit the data via email when the Client has a compression utility such as winzip and a fast and reliable internet connection. When the Client's existing system has a unix operating system, the Client may use any of the methods mentioned above with the additional transmittal method of a 4mm tape with the maximum capacity of 4gb or a ¼ inch tape with the maximum capacity of 1gb. The Client should include the Data Transmission Form with the media. If the Client is using email to transmit the data, include the information from the Data Transmittal Form in the email as text or an attachment. In situation where none of the above options are available to the Client, arrangements should be made with Tyler as to viable alternatives. These alternatives may involve additional fees.

There are certain vendors that Tyler has had considerable conversion experience and has developed processes to extract the information from their proprietary data files. Other vendors store their data in Microsoft Access or Microsoft SQL Server database. It is possible in these situations that the Client can provide their existing data files in their current state without data extraction. In this scenario the Client would only be responsible for providing a backup of their current data.

The first data extraction is for the sole purpose of developing the conversion software. This extraction should contain all the tables or files that are to be converted along with the appropriate record layouts. An incomplete extraction can produce time delays and undesirable results during the actual conversion.

Final Data Extraction

The final data extraction will be performed on the day of or a day very close to the final conversion. This extraction will be coordinated with Tyler's conversion personnel and implementation coordinator.

Data Extraction Assistance

In almost all instances the Client owns its data, but the current software provider's file descriptions will be considered proprietary information. There will be scenarios where the software provider will not provide file descriptions or will provide the descriptions for a fee. Any fees required by the vendor are the responsibility of the Client and are not included in the contract. In many situations the data will have proprietary fields with no easy solution for extraction. Tyler's years of experience with data conversions has lead to many innovative techniques for data extraction. When the Client has exhausted its available options, Tyler can assist with the data extraction for additional fees. The Client will have the responsibility of contacting their sales representative for a quote for additional services. Upon receipt of a purchase order from the Client, Tyler will proceed with this assistance.

Conversion Scheduling

Once Tyler has received the data from the Client a three stage evaluation process will be implemented. Media will be evaluated as to its readability. Each data file transmitted will be reviewed as to its format, file description, and estimated complexity. When these two stages have been successfully completed, Tyler's implementation coordinator will schedule with the Client a time for the data conversion, conversion assistance, and training. The third stage of the evaluation is more detailed and will follow in approximately 3 weeks. During this stage the data will be evaluated for its completeness, validity, and mandatory fields needed in the conversion. If problems arise during this process, Tyler will communicate to the Client the problems. The Client will be responsible for resolving the problems in a timely a manner as possible so that the schedule is not affected. If no problems arise then the Client can assume that Tyler is on schedule.

Timing is an important element during a data conversion. Scheduling of the conversion will revolve around the most advantageous cutoff dates. For example, if a Client bills their utility customers at the end of each month, the best time to do the conversion would be during the last two weeks of the month. Financial conversions will be easier to validate if performed after a period has been closed. All of these elements will be discussed by the implementation coordinator with the Client during scheduling.

Conversion Program Development

After Tyler receives and validates the Client's data, the development of the conversion program will begin. During the development process, questions about the Client's current data or application may be raised. The Client is responsible for providing contact information for staff member(s) that are capable of responding to questions for each module being converted.

It is important for the Client to understand that Tyler has a minimal amount of experience with the Client's current application. Questions raised by Tyler will be the result of analyzing data. There are a significant number of times when the data being analyzed does not correspond with the information that the Client views on the screen in their current application. Providing staff members that have an in depth knowledge of the Client's current application is a key element of a successful conversion.

Part of the development process will be testing the program with the data provided in the first extraction. This testing will take place at Tyler's facilities. Any potential problem areas will be communicated to the Client.

Conversion Assistance

As part of the contract, a Tyler trainer will be at the Client location during the actual conversion. The trainer will provide conversion assistance in the areas of preliminary setup, conversion program execution and data validation.

Even though the primary focus of the trainer is a successful completion of the conversion process, the trainer will be providing a limited amount of training in certain areas. In a majority of cases, the trainer responsible for the conversion assistance will also be responsible for the training that will occur either before or after the conversion.

It is important to note that the trainer will not be the programmer responsible for the creating or modifying conversion program. The trainer will be responsible for conveying to the programmer discovery of Client specific information before the final conversion and any mistakes found after the conversion. The Client will need to facilitate the trainer by providing a comfortable place to work, access to facilities before and after normal work hours and telephone communications.

Data Validation

The final step in the conversion process is the data validation. Much attention will be given to data integrity during the testing phase by the program developers. The conversion assistant will also spend time testing the integrity of the information. Balances and the output of processes will be tested after the conversion. A visual inspection of different modules will be performed by choosing different records on a random base. But data validation is ultimately the responsibility of the Client.

Conclusion

After over 20 years and several hundred conversion experiences, Tyler has determined that there are several key factors in a successful conversion. The Client needs to have a realistic expectation of what is going to happen. The Client must understand that there are no pleasant conversions; therefore a successful conversion is one that provides the least amount of displacement and discomfort. More than likely, the Client will have to change their schedules and prepare for a heavier work load during the conversion. The Client has to realize that the data on the system being converted is exactly how the data will be on the new system. The conversion process does not clean up or correct any information during the conversion process. The old adage "garbage in, garbage out" is very relevant during the conversion process. One example would be a general ledger conversion where the current system's ledger is out of balance. After the conversion, the Tyler general ledger will be out of balance. And finally, to have a successful conversion, there must be a team approach by all those involved.

COMPANY WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is effective as of the date of acceptance set forth at the end hereof, and is by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY and the party signing this agreement as the "SUBSCRIBER".

DEFINITIONS

COMPANY Web Services COMPANY Web Services are designed to enable SUBSCRIBER to easily establish a presence on the Internet. COMPANY Web Hosting and Design is composed of the COMPANY Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

COMPANY Utility Billing On-Line The COMPANY Utility Billing On-Line Component allows the SUBSCRIBER to make available certain information from their COMPANY Utility Billing System to citizens with Internet access. This information is posted to SUBSCRIBER's web site, which is hosted on COMPANY's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.

AGREEMENTS

- 1) **TERM.** SUBSCRIBER must return an executed copy of this Agreement to COMPANY within 90 days from the issue date. Thereafter, the Agreement will be voided and is subject to change. Subject to the limitations of this Section 1, and unless otherwise provided for in this Agreement, the term of this Agreement shall commence as of the effective date and shall continue for three (3) years. The term shall thereafter be automatically extended in separate consecutive periods of twelve (12) months duration unless either party gives written notice to terminate. Notice to terminate must provide at least sixty (60) days notice of said intent. In the event that the SUBSCRIBER fails to pay any amount payable to COMPANY hereunder, when due, or fails to comply with any other provision of this Agreement, COMPANY may terminate the SUBSCRIBER's rights by written notice to that effect to the SUBSCRIBER. COMPANY may, by written notice to the SUBSCRIBER, terminate its obligations under this Agreement in the event that COMPANY, for whatever reason, ceases to host SUBSCRIBER's Web Site. A termination of the SUBSCRIBER's rights under this Agreement shall not terminate any of the parties' rights under this Agreement to receive or hold amounts rightfully owing to the respective party pursuant to the terms of this agreement or to enforce the intellectual and proprietary rights in the COMPANY concept, web site, software, and technology. Upon termination or non-renewal of this agreement, the parties shall each promptly account for all due but unpaid amounts hereunder. If SUBSCRIBER wishes to terminate before the stated term expires, SUBSCRIBER must give sixty (60) days written notice in order not to incur termination costs of \$260.00. Please also see section entitled "TERMINATION" in this Agreement.
- 2) **NATURE OF WEB SITE.** COMPANY shall maintain a web site accessible over the Internet, for SUBSCRIBER. This web site shall contain both static information pages, non-static interactive pages as well as payment function pages. The web site shall allow a citizen with Internet access to view relevant data provided by SUBSCRIBER. This data may include certain data elements from SUBSCRIBER's Tyler Software System. This web site shall be equipped to accept payment of amounts owed to SUBSCRIBER, via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
- 3) **DATA PROCUREMENT.** COMPANY must host the components and services listed in the Investment Summary of this Agreement. The SUBSCRIBER will be required to setup a merchant account with Electronic Transaction System Corporation or authorized.net for the sole use of COMPANY Web Service transactions. The merchant account must be setup to fund to the SUBSCRIBER bank account. All fees for the merchant account will be paid by SUBSCRIBER.

SUBSCRIBER will be required to install and run Tyler Web Services in order for the COMPANY On-Line application to access and transfer the necessary data from the SUBSCRIBER's primary software system, to COMPANY's web server. The transfer will occur on a real time basis. Additionally, certain information, such as payment information, must be conveyed to SUBSCRIBER. COMPANY will assume responsibility for transferring such information back to SUBSCRIBER on a regular basis. Tyler Web Services requires a dedicated IP address. Assignment of dedicated IP address is the sole responsibility of SUBSCRIBER.
- 4) **LICENSED SOFTWARE OWNERSHIP.** SUBSCRIBER agrees that COMPANY possesses exclusive title to and ownership of the COMPANY Software.
 - a. SUBSCRIBER agrees that SUBSCRIBER acquires neither ownership nor any other interest in the COMPANY Software, except for the right to use and possess the COMPANY Software in accordance with the terms and conditions of this Agreement.
 - b. All rights not expressly granted to SUBSCRIBER in this Agreement are retained by COMPANY.
 - c. SUBSCRIBER agrees that COMPANY Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by COMPANY are and shall remain the exclusive property of COMPANY. SUBSCRIBER

COMPANY WEB SERVICES - INTERNET BASED
PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND
CONDITIONS

agrees that the COMPANY Software consists of COMPANY's trade secrets. COMPANY shall retain all copyrights in the COMPANY Software, whether published or unpublished.

- d. COMPANY agrees that all data provided to COMPANY for the purposes of generating the web site shall remain the property of SUBSCRIBER. Should SUBSCRIBER terminate the Internet Services in good standing and in accordance with the termination provisions of this Agreement, COMPANY agrees to return to SUBSCRIBER, all graphics, text documents, and data files held by COMPANY.
- 5) **SUBSCRIBER MEMBERSHIP FEES.** For establishing new COMPANY Web Services, the SUBSCRIBER shall pay to COMPANY the amounts as stated in the Investment Summary.
- 6) **INSITE FEES.** COMPANY may increase the INSITE per-transaction fee for online payment no more than once per year with prior written notice.
- 7) **NOT ASSIGNABLE.** The rights of the SUBSCRIBER under this Agreement are not assignable without the prior written consent of COMPANY. Any attempt to sublicense, assign, encumber or transfer any of the rights, duties or obligations under this Agreement by the SUBSCRIBER is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 8) **SOFTWARE MAINTENANCE.** This SUBSCRIPTION AGREEMENT includes unlimited telephone support, support by communication modem, and all software upgrades, enhancements and new releases. COMPANY reserves the right to change the functionality of future releases of its software and SUBSCRIBER understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.
- 9) **PARTIAL INVALIDITY.** Should any provision or clause of this Agreement be held to be invalid, such invalidity shall not affect any other provision or clause hereof, which can be given effect without such invalid provision or clause.
- 10) **RESPONSIBILITY OF DATA.** COMPANY will assume responsibility for all data transfer, but not responsible for data accuracy.
- 11) **SITE REQUIREMENTS.**
- a. SUBSCRIBER shall maintain a high speed internet connection (1.5mbps download AND 512kbps upload) with a static IP address and must be able to provide COMPANY with IP connection to SUBSCRIBER's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution. COMPANY is not responsible for purchase of VPN client software license or configuration of SUBSCRIBER's firewall settings. No wireless Internet connections allowed.
- b. COMPANY shall provide SUBSCRIBER with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If SUBSCRIBER will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.
- 12) **PROPRIETARY INFORMATION.**
- a. Distribution of COMPANY Software. SUBSCRIBER may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Software, in whole or in part, or any copy of the same in any form, to any other person or entity.
- b. Software as Trade Secret. SUBSCRIBER shall maintain the confidentiality of the Software and unless specifically authorized by COMPANY or except for ordinary and necessary backup purposes, SUBSCRIBER may not make or have made any copies of the Software or any part thereof. SUBSCRIBER shall include COMPANY's proprietary notice or other legend on any copies made by SUBSCRIBER as permitted hereunder.
- 13) **WARRANTY, DISCLAIMER, LIMITATION ON LIABILITY.** COMPANY warrants that the Software will substantially conform to current specifications delivered by COMPANY to SUBSCRIBER pursuant to this Agreement, including COMPANY's response to the Request for Proposal for six (6) months following installation; provided, however, that COMPANY's warranty hereunder shall not cover or apply to any software or part thereof that is not developed or designed by COMPANY. In the event that the Software is found to be defective in such respect and SUBSCRIBER notifies COMPANY in writing within six (6) months after its receipt of the Software of any substantial non-conformity of the Software with such specifications, COMPANY's sole obligation under this warranty is to remedy such defect within a reasonable time. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL IN NO EVENT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE CHARGES PAID BY SUBSCRIBER HEREUNDER FOR THE DEVELOPMENT AND LICENSE OF THE SOFTWARE. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF

11K(64)

COMPANY WEB SERVICES - INTERNET BASED
PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND
CONDITIONS

PROFITS, REVENUES OR DATA, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 14) **HOLD HARMLESS.** SUBSCRIBER agrees that it will hold COMPANY harmless against any claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to
- a. SUBSCRIBER's failure to implement any corrections, improvements and new releases relating to the Software, or any part thereof,
 - b. SUBSCRIBER's unauthorized alterations to or use of the Software, or
 - c. SUBSCRIBER's breach of any of its obligations to maintain the confidentiality of the Software or SUBSCRIBER's unauthorized copying thereof.

- 15) **TERMINATION.** This Agreement or any license referenced hereunder may be terminated by COMPANY upon written notice to SUBSCRIBER if SUBSCRIBER performs any breach of the terms of this Agreement. At the date of termination of this Agreement, SUBSCRIBER shall promptly return to COMPANY any Software, related documentation, materials and other property of COMPANY then in its possession, and any copies thereof wherever located. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Software shall survive the termination of this Agreement.

- 16) **GENERAL.**
- a. This Agreement shall be governed by the laws of SUBSCRIBER's state of domicile and constitutes the entire Agreement between the parties hereto with respect to the Software described herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to the matters set forth herein.
 - b. All acceptances by COMPANY of purchase orders and all sales by COMPANY are expressly limited to and made on the basis of the terms and conditions set forth herein, notwithstanding receipt or acknowledgment of SUBSCRIBER's order forms or specifications containing additional or different provisions, or conflicting oral representations by an agent, representative or employee of COMPANY. Any such additional or different terms are hereby objected to. All acceptances by COMPANY are expressly conditional on SUBSCRIBER's assent to the additional or different terms and conditions set forth in this Agreement. If these terms and conditions are not acceptable, SUBSCRIBER should notify COMPANY at once.

11K(6)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: September 11, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony

FROM: 
Dennis Kelly
City Manager

SUBJECT: Redevelopment of Dr. Paul Vogel Park: Authorization to purchase three (3) signs.

RECOMMENDATION:

It is recommended that the City Commission approve a Resolution authorizing the City Manager to purchase three (3) signs similar to the design by Tom Graboski for \$13,025 including installation at Dr. Paul Vogel Park.

The three signs identified in the Park Signage Plans attached have Sign Type and Location Number for your reference and are:

| <u>Cost</u> | <u>Sign Type / Location Number - Sign Content</u> |
|-------------|---|
| \$ 8,900 | 1.1 / 1.01 - Main Park Identity Sign "North Bay Village Dr. Paul Vogel Community Park" with Dedication on it, as per the Community Enhancement Board, "Hereby dedicated to the residents of North Bay Village and to the life time service of Dr. Paul Vogel Mayor Emeritus". |
| \$ 275 | 4.4 / 1.02 - "Daily Park Hours:... & Park Rules: ..." |
| \$ 1,900 | 4.3 / 1.14 - "Playground Rules:..." |

11/11/12

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

**MEMO TO CITY COMMISSION
SEPTEMBER 11, 2012
PAGE 2 OF 2**

| | |
|----------|--|
| \$1,950 | Installation of three (3) signs estimate |
| <hr/> | |
| \$13,025 | Total |

The Community Enhancement Board addressed the matter at its July 3, 2012 meeting and recommended the following by a unanimous vote:

1. Correcting the Dr. Paul Vogel Park marker dedication date and names of the Mayor and the Commission.
2. Changing the wording on the dedication to say:..." dedicated to the residents of North Bay Village and the lifetime service of Dr. Paul Vogel Mayor Emeritus".
3. Incorporating the marker, dedication, and entrance signs into one sign, the main identity sign, to cut down on clutter; and getting a price quote for the new sign design.

BACKGROUND:

Staff received three estimates and the most economical is included for your consideration. Only the three signs presented are being considered for purchasing and installation at this time.

The City received \$415,000 from the Safe Neighborhood Parks Bond Program and other grant programs for improvements to Dr. Paul Vogel Park. The funds will be used to complete construction of new gazebos, a water connection, additional landscaping, and an extension to the walkway, walking path, brick paver walkway extension, playground, benches, bike rack, and exercise equipment, irrigation, and water and sewer laterals.

BUDGETARY IMPACT:

The funds for the purchase of the three signs at Dr. Paul Vogel Park are available from grant funding under Safe Neighborhood Parks Bond Program.

CONTACT:

Dennis Kelly, City Manager
Sam Zamacona, Director of Public Works

11M(2)

**MEMO TO CITY COMMISSION
SEPTEMBER 11, 2012
PAGE 2 OF 2**

ATTACHMENTS:

- 1) Resolution
- 2) Park Signage Plans
- 3) Three quotations
- 4) Current park budget

11M(3)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

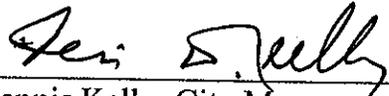
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

City of North Bay Village

DATE: August 31, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: 
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the City Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH C&L GRAPHICS FOR THE PURCHASE AND INSTALLATION OF THREE SIGNS AT DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO IMPLEMENT THE PURCHASE ORDER/QUOTE; AUTHORIZING THE EXPENDITURE OF \$13,025 FOR THE SIGNAGE; AUTHORIZING CITY OFFICIALS TO EXECUTE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

DK:ypb

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

11 M(4)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PURCHASE ORDER/QUOTE WITH C&L GRAPHICS FOR THE PURCHASE AND INSTALLATION OF THREE SIGNS AT DR. PAUL VOGEL COMMUNITY PARK; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO IMPLEMENT THE PURCHASE ORDER/QUOTE; AUTHORIZING THE EXPENDITURE OF \$13,025 FOR THE SIGNAGE; AUTHORIZING CITY OFFICIALS TO EXECUTE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)

WHEREAS, the City of North Bay Village (the "City") has obtained three cost estimates for the purchase of the signage at Dr. Paul Vogel Park, as designed previously by TGA Designs.

WHEREAS, C&L Graphics provided the lowest cost estimate and has provided the installation of the existing signage at Dr. Paul Vogel Community Park; and

WHEREAS, the City Manager hereby recommends that the City Commission approve the services of C&L Graphics at a lump sum cost of \$13,025 to continue to install the required park identification signs, signs advertising playground rules, park rules, and dedication signage, plus the cost of installation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of Purchasing Order/Quote. The Purchasing Order/Quote with C&L Graphics in the amount of \$13,025 for purchase and installation of four signs for Dr. Paul Vogel Park, a copy of which is attached as Exhibit "1", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

11/11/05

Section 3. Authorization of City Officials. The City Manager and City Attorney are authorized to take all steps necessary to implement the terms and conditions of the purchase order/quote.

Section 4. Authorization of Fund Expenditure. The City Manager is authorized to expend \$13,025 to C&L Graphics from budgeted funds from the Safe Neighborhood Parks Grant Funds to implement the terms and conditions of the purchase order/quote.

Section 5. Execution of Documents. The City Manager is authorized to execute the purchasing order/quote on behalf of the City, to execute any required agreements and/or documents to implement the terms and conditions of the purchase order/quote, subject to the approval as to form and legality by the City Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded _____.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____

11M(6)

PASSED AND ADOPTED this ____ day of ____, 2012.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

**APPROVED AS TO FORM FOR THE USE OF
THE CITY OF NORTH BAY VILLAGE:**

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
City Attorney

City of North Bay Village Resolution: C&L Graphics-Dr. Paul Vogel Park Signs-September 2012



C&L GRAPHICS
consulting • design • printing • advertising

3901 NW 79th Avenue / Suite 244 / Doral, FL 33166
T. 786.877.5522 / F. 786.513.0132
E. carlos@candlgraphics.com

Quote

BILL TO

City of North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL 33141
Attn: Sam Zamacona

SHIP TO

City of North Bay Village
1700 Kennedy Causeway Suite 132
North Bay Village FL 33141
Attn: Sam Zamacona

| P.O. NO. | QUOTE No. | DUE DATE | REP. | ORDER No. | SHIP VIA |
|----------|-----------|----------|------|-----------|----------------|
| Sam | 09657-C | 07/27/12 | CR | | Hand Delivered |

| Sign Type | DESCRIPTION | Location | Qty. | AMOUNT |
|-----------|---|----------|------|------------|
| 1.1 | "CITY OF N. BAY VILLAGE VOGELPARK SIGNS" Manufactured with Economical Materials to look like TGA Design Main Park Identity Sign "Dr. Paul Vogel with Dedication on it | 1.01 | 1 | \$8,900.00 |
| 4.3 | Playground rules | 1.14 | 1 | 1,900.00 |
| 4.4 | Daily Park Hours & Park Rules | 1.02 | 1 | 275.00 |
| | Installation for above signs (approx.) City Permits are not included. | | 3 | 1,950.00 |
| SUB-TOTAL | | | | 13,025.00 |
| TAX | | | | N/A |
| DEPOSIT | | | | |

All jobs need a 50% deposit at the time of ordering and 50% at the time of delivery.

Please make checks payable to: C&L Graphics, Inc.

Thank You for your business

TOTAL \$13,025.00

11M(8)



HIGH SPIRITS INC.

2353 Coral Way
 Miami, FL 33145
 Phone: 305-860-3601
 e-mail: highspiritsinc@aol.com

ESTIMATE

SOLD TO:

North Bay Village City
 1700 Kennedy Causeway / #132
 North Bay Village, Florida 33141
 Sam Zamacona

| REQUESTED BY | QUOTE NO. | DATE | REP. | TERMS |
|--------------|-----------|----------|-------|-------|
| Sam Zamacona | Q-10513 | 05/18/12 | P. O. | COD |

| DESCRIPTION | QTY | AMOUNT |
|---|-----|-------------|
| CITY OF NORTH BAY VILLAGE VOGEL PARK SIGNAGE Manufactured with to look like Design by TGA | | |
| Identification Signs: | | |
| 1.1 Park Main ID Sign | 1 | \$10,950.00 |
| 1.1A Park Secondary ID Sign | 1 | 4,950.00 |
| 1.2 Storage | 1 | 385.00 |
| 1.3 Restrooms (2) | 2 | 600.00 |
| Informational Signs: | | |
| 4.1 Fitness Motivational Sign | 1 | 2,900.00 |
| 4.2 Interpretive Signage | 1 | 2,750.00 |
| 4.3 Playground rules | 1 | 2,900.00 |
| 4.4 Park Rules | 1 | 425.00 |
| 4.5 Dedication Sign | 1 | 2,850.00 |
| Installation for above not included | | |

Prices do not reflect taxes, they'll be added to the invoice when applicable. The prices herein are good for 30 days only. When you have decide to place an order, please attached this quote with your request.

11M(10)

MESSAGE SCHEDULE:

| Location Number: | Sign Type: | Message: | Notes: |
|------------------|------------|---|--------------------------------|
| 1.01 | 1.1 | Dx. Paul Vogel Community Park | Park Main ID |
| 1.02 | 4.4 | Daily Park Hours: 90 minutes after sunrise until sundown Park Rules: No Pets, No Barbeques, No Alcoholic Beverages, No Skates or Skateboards, No Loud Music, Bikes in Bike Racks Only | Park Rules |
| 1.03 | 1.2 | Storage (grade 2 braille) | ADA sign |
| 1.04 | 1.3 | MEN (grade 2 braille) | ADA sign |
| 1.05 | 1.3 | WOMEN (grade 2 braille) | ADA sign |
| 1.08 | 4.2 | (Interpretive Sign) | Client to provide information. |
| 1.09 | 4.2 | (Interpretive Sign) | Client to provide information. |
| 1.10 | 1.1A | Dx. Paul Vogel Community Park | Park Secondary ID |
| 1.11 | 4.4 | (Dock Rules) | Client to provide information. |
| 1.14 | 4.3 | (Playground Rules) | Client to provide information. |
| 1.15 | 4.5 | (Dedication Sign) | Client to provide information. |
| 1.16 | 4.2 | (Interpretive Sign) | Client to provide information. |
| 1.17 | 4.1 | (Fitness Motivational Sign) | Client to provide information. |
| 1.18 | 4.1 | (Fitness Motivational Sign) | Client to provide information. |
| 1.19 | 4.1 | (Fitness Motivational Sign) | Client to provide information. |
| 1.20 | 4.1 | (Fitness Motivational Sign) | Client to provide information. |

project: **West Drive Park Signage**
North Bay Village

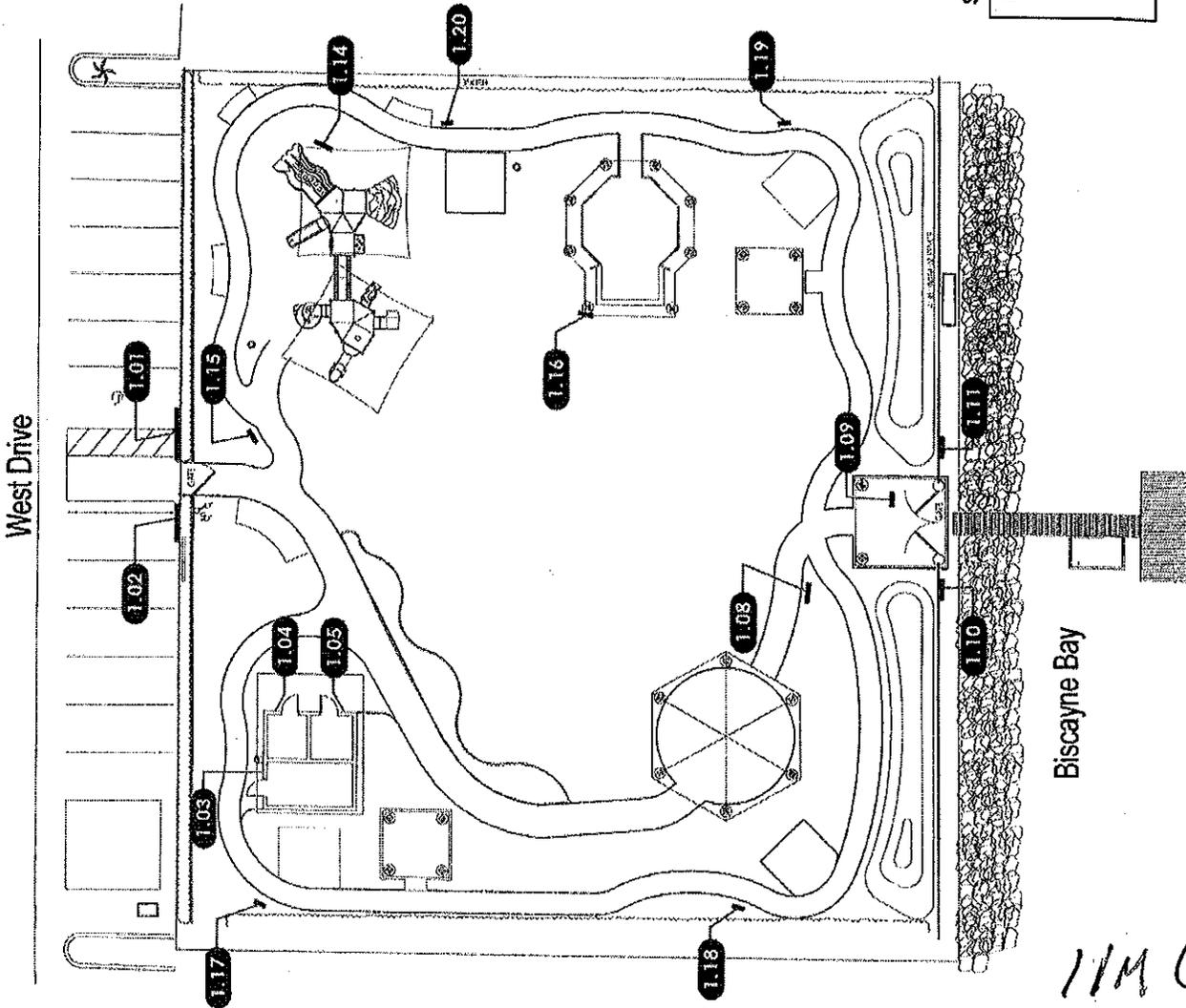
ISSUE REVISIONS:
 1. 02.01.10 vfm
 2. 06.17.10 vfm

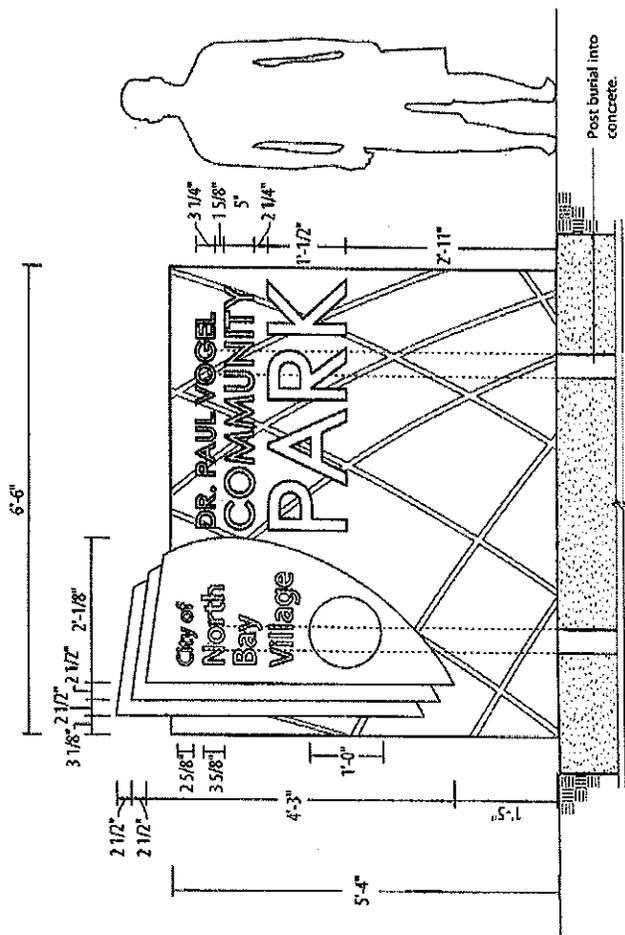
Agadesign
 4420 Pines Dr., Suite 300
 Fort Lauderdale, Florida 33309
 www.agadesign.com
 Tel: 954.581.2524
 Fax: 954.581.2525
 Contact: Veronica Martin
 vmartin@agadesign.com

scale: n/s
 sheet: **1**

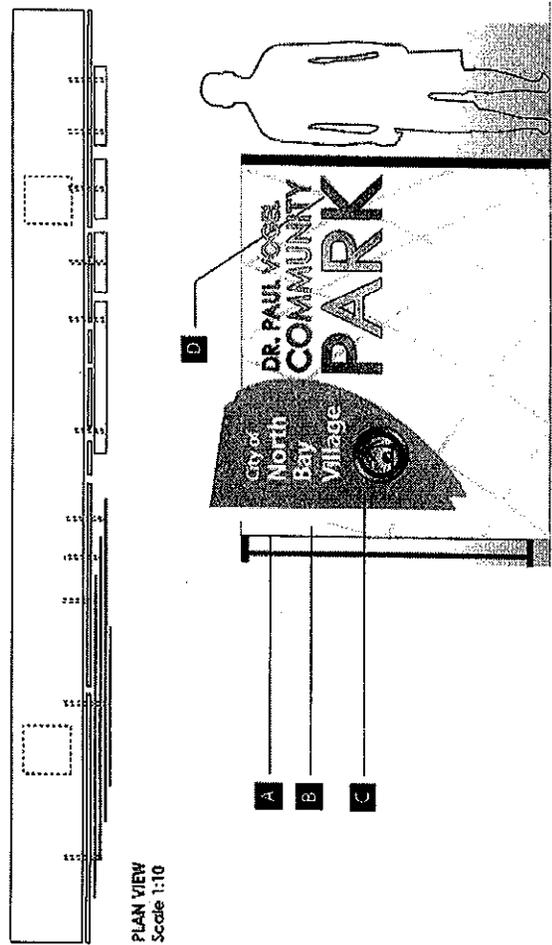
SIGN TYPE KEY:

| IDENTIFICATION | INFORMATIONAL |
|--------------------------------|-------------------------------|
| 1.1 Park Main ID Sign | 4.1 Fitness Motivational Sign |
| 1.1A (Small) ID & Rules Plaque | 4.2 Interpretive Signage |
| 1.2 ADA Sign | 4.3 Playground Rules |
| 1.3 Restroom Sign | 4.4 Park / Dock Rules |
| | 4.5 Dedication Sign |





FRONT ELEVATION
Scale: 1:20



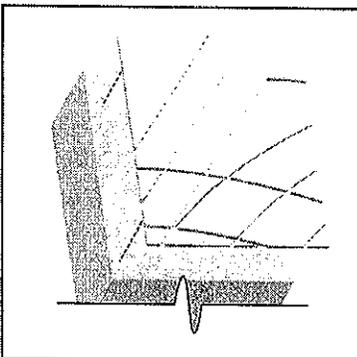
PLAN VIEW
Scale: 1:10

PARK MAIN ENTRANCE ELEVATION
Scale: 1:25

SPECIFICATIONS

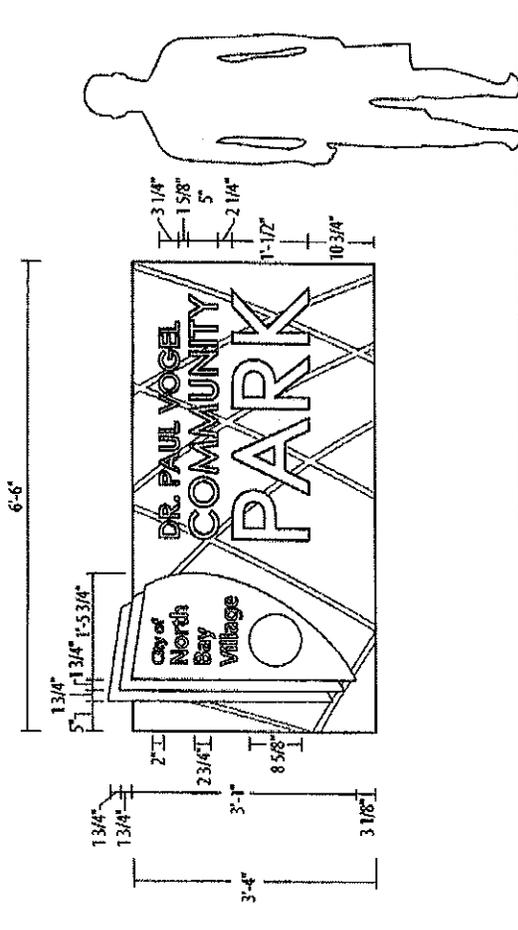
- A** 1/8" (t) welded aluminum pan structure. Structure to be continuously welded. All welds should be ground & painted.
- B** First surface painted to match Benjamin Moore 2B-1551 "La Paloma Gray" in a SATIN FINISH.
- C** Second surface & returns painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.
- D** 1/4" (t) cut aluminum pieces mounted to sign faces revealing grid lines. Pieces painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.
- E** Decorative Geometric pattern: 1/4" (t) cut aluminum pieces mounted to sign faces revealing grid lines. Pieces painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.
- F** SAIL SHAPES: 1/8" (t) cut & painted sail shapes. (Qty. 3). Sails are overlapped and pin mounted flush to sign face. Sail shapes are painted to match:
 - BM 2B-768 "Atlantis Blue"
 - BM 3B-677 "Azure Water"
 - BM 1B-374 "Luminaire"
- G** "City of North Bay Village" text is frisket painted in WHITE SATIN FINISH. Fabricator to use artwork provided.
- H** 1/4" (d) cut & painted aluminum circle painted to match Benjamin Moore 1B-1548 "Classic Gray". City seal is a 3M vinyl output applied to 1st surface with protective clear coat. Flush mounted.

DETAIL OF DECORATIVE ELEMENT



| | | | |
|---|---|---|-------------------------|
| Project West Drive Park Signage | Issue / Revisions 1. 06.24.10 vfm 2. | Description Main Park Identify Sign | Sign Type 1.1 |
| | tgsdesign 669 Ponce de Leon Blvd Suite 201 Coral Gables, Florida 33146 www.tgsdesign.com P: 305.442.5522 F: 305.442.5525 Contact: Vanessa Mann vanm@tgsdesign.com | | |

(217M11)



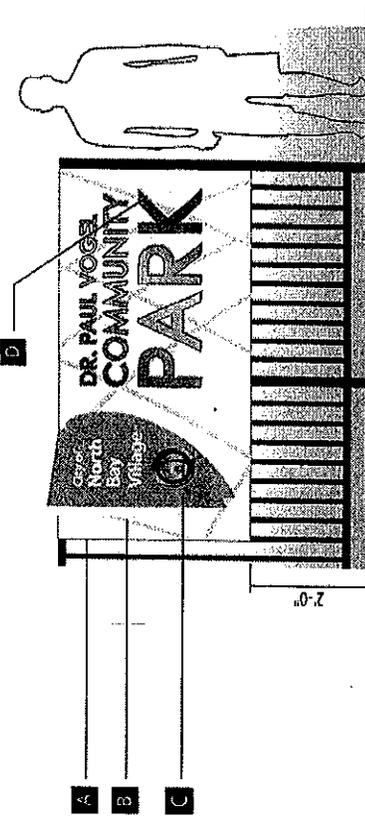
FRONT ELEVATION

Scale: 1:20

SPECIFICATIONS

- A** 1/4" (t) aluminum panel. First and second surfaces painted to match Benjamin Moore 2B-1551 "La Paloma Gray" in a SATIN FINISH.
 - B** Decorative Geometric pattern:
1/8" (t) cut aluminum pieces mounted to sign faces revealing grid lines. Pieces painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.
 - C** **SAIL SHAPES:**
1/8" (d) cut & painted sail shapes. (Qty. 3). Sails are overlapped and pin mounted flush to sign face. Sail shapes are painted to match:
 - BM 2B-768 "Atlantic Blue"
 - BM 3B-677 "Azure Water"
 - BM 1B-374 "Luminaire"
- "City of North Bay Village" text is frisket painted in WHITE SATIN FINISH.
 Fabricator to use artwork provided.
 1/8" (d) cut & painted aluminum circle painted to match Benjamin Moore 1B-1548 "Classic Gray".
 City seal is a 3M vinyl output applied to 1st surface with protective clear coat.
 Flush mounted.

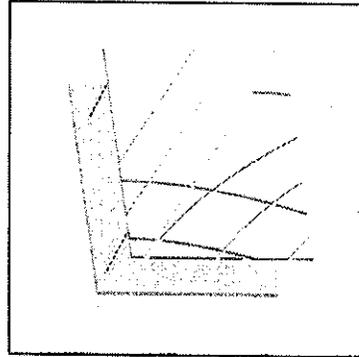
11M(13)



PARK SECONDARY (Dock) ENTRANCE ELEVATION

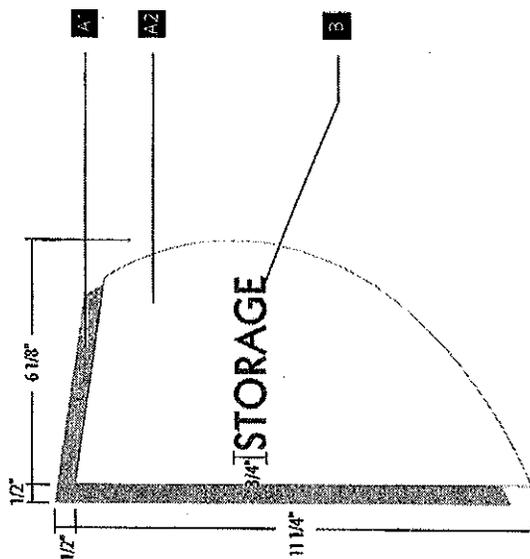
Scale: 1:25

DETAIL OF DECORATIVE ELEMENT



- D** 1/2" (d) cut aluminum letters. Face & returns painted to match Matthews Paint 19894 "Stainless Steel Metallic".
Pin mounted flush to the sign face.
- E** Mount to existing fence structure. Hardware to be non-oxidizing and be invisible.

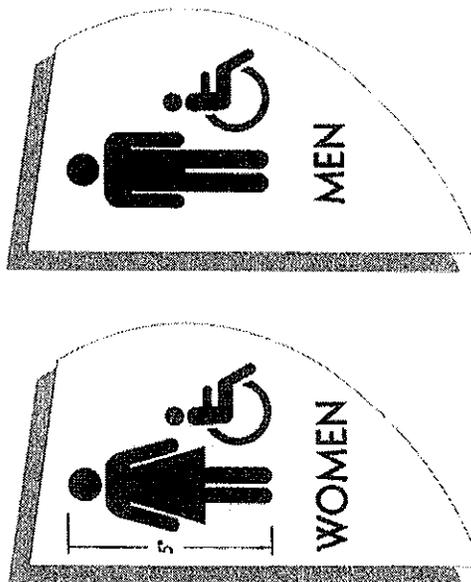
| | | | |
|---|--|--|--------------------------|
| PROJECT West Drive Park Signage North Bay Village ISSUED / REV. 10.11 | topdesign 2000 NW 10th Ave, Suite 200 Ft. Lauderdale, FL 33304 Phone: 754.341.1000 Fax: 754.341.1001 Website: www.topdesign.com | DESCRIPTION Park Secondary Identity Sign | Sign Type 1.1A |
| | | | |



SPECIFICATIONS

- A** 1/8" (d) Exterior grade Jet photopolymer plaque. (Qty: 2)
 A1 painted to match Benjamin Moore 2B-768 "Atlantis Blue".
 A2 painted to match Benjamin Moore 1B-1612 "Pelican Gray".
- B** 1/32" raised letters, symbol & braille dots
 Text & Symbols:
 Painted to match Benjamin Moore 3B-1616 "Stormy Sky".
 Font is Kabel Heavy.
 Braille dots:
 Painted to match photopolymer plaque A2
- C** Adhere to wall surface with silicone and foam tape.

ST 1.2 ADA SIGN
FRONT ELEVATION

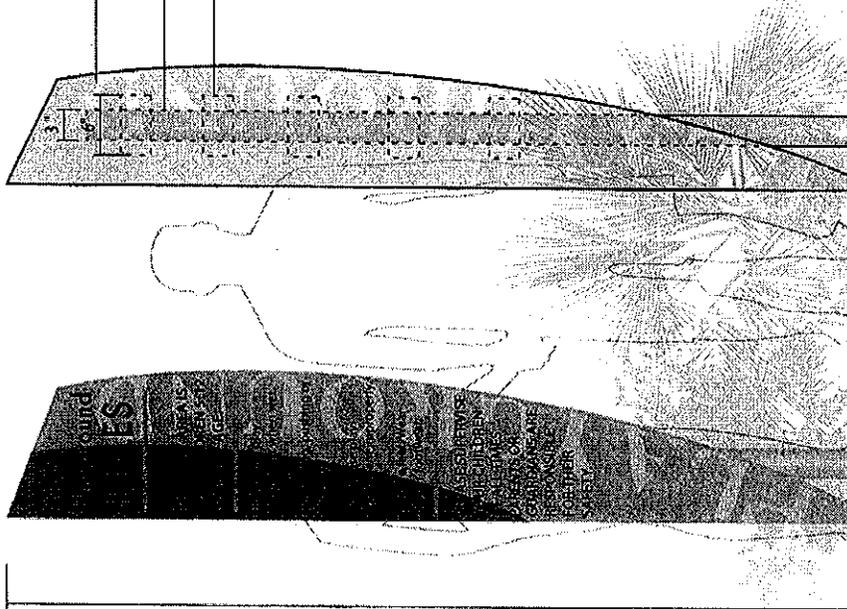


ST 1.3 RESTROOM SIGN
FRONT ELEVATION

| | |
|--|--------------------------------------|
| Project: West Drive Park Signage North Bay Village | |
| tpadesign 4045 North Drexel Blvd Suite 202 Columbus, Georgia 31906 Phone: (706) 320-2200 Fax: (706) 320-2202 Email: info@tpadesign.com | ISSUE / REVISIONS 1. 06.21.10 vfm |
| description ADA Sign & Restroom Sign | |
| title block 1/3 | sheet type 1.2/1.3 |

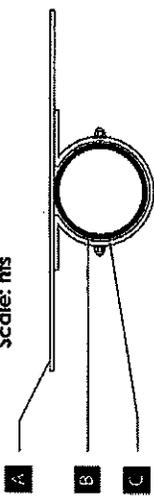
11M(14)

1'-3"



FRONT ELEVATION
Scale: 1" = 0" = 1'

PLAN SECTION
Scale: nts



SPECIFICATIONS

- A** 1/8" (d) Aluminum panel
All first surface graphics are frisket painted. See Specs below.
Second surface of panel is painted to match Benjamin Moore 3B-677 "Azure Water"
- B** NOTE: Round all corners.
- C** 3" round aluminum support post painted to match Benjamin Moore 3B-677 "Azure Water"
- D** 1/8" thick, breakform aluminum attachment brackets (Qty: 5).
Painted Benjamin Moore 3B-677 "Azure Water".
Attaches to sign panel in 2 places with weld or high bond adhesives. Bracket attaches to pole with non-visible fasteners.
- E** Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.

NOTE: TEXT IS PLACEHOLDER
CLIENT TO PROVIDE FINAL TEXT/COPY

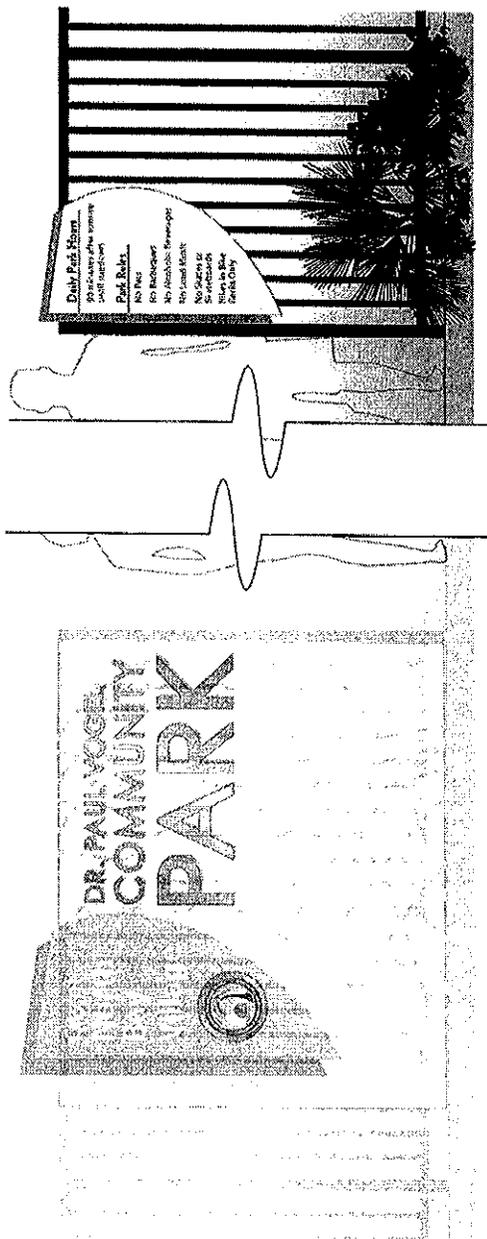
COLOR & TYPE SPECS

BM 3B-754 "Wilmington Spruce"
 BM 2B-768 "Atlantis Blue"
 BM 1B-766 "Delano Waters"
 BM 3B-677 "Azure Water"
 Black

Fonts:
 T1: Garamond Bold
 T2: Stamp Act Regular
 T3: Myriad Pro Bold

| | | | |
|--|---|---|-------------------------|
| Project: West Drive Park Signage  North Bay Village | Issue / Revisions 1. 06.30.10 v1m 2. | Description: Playground Rules | Sign type 4.3 |
| tgsdesign 4500 Forest Dr, Suite 200 Fort Myers, FL 33907 (813) 938-1111 www.tgsdesign.com | Client: West Drive Park Signage www.westdrivepark.com | Scale: varies | |

11M(15)

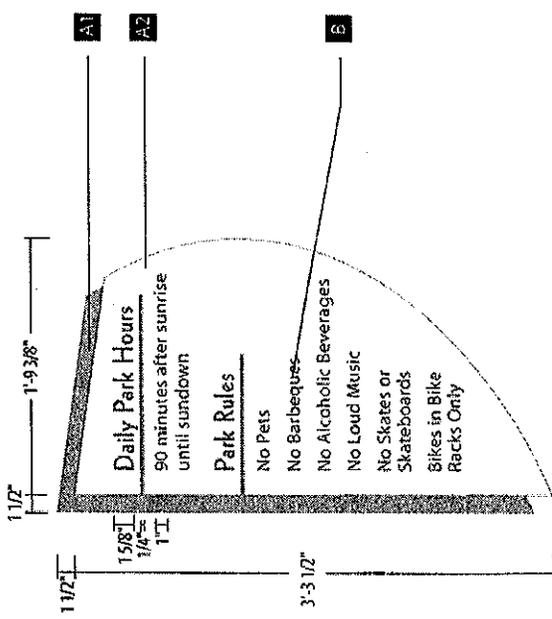


PARK MAIN ENTRANCE ELEVATION
Scale: 1:20

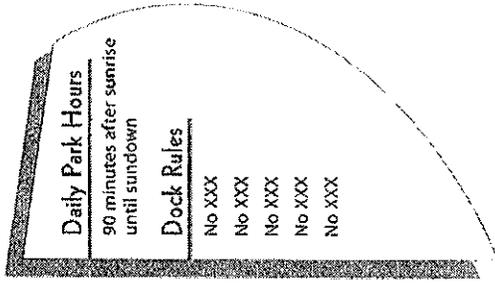
SPECIFICATIONS

- A** 1/8" (d) Aluminum panel (Qty: 2)
A1 painted to match Benjamin Moore 2B-768 "Atlantis Blue".
A2 painted to match Benjamin Moore 1B-1612 "Pelican Gray".
Cut 2 reveals from A2 to allow blue color to show.
Round all corners.
- B** Frisket Paint Text to match Benjamin Moore 3B-1616 "Stormy Sky".
Fabricator to use artwork provided.
- C** Mount to existing fence structure. Hardware to be non-oxidizing and be invisible.

NOTE: CLIENT TO PROVIDE FINAL TEXT/COPY FOR DOCK RULES



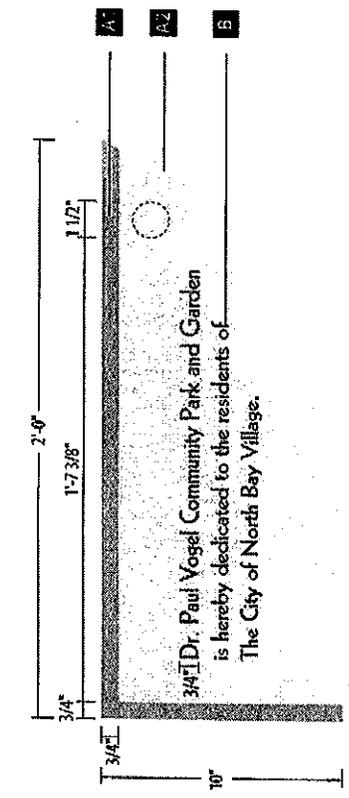
FRONT ELEVATION - PARK RULES
Scale: 1:10



FRONT ELEVATION - PARK RULES
Scale: 1:10

| | |
|--|---|
| project West Drive Park Signage  North Bay Village | issue / revisions 1. 06.21.10 v1m 2. 06.30.10 v1m |
|  tpadesign 4447 Pines Delant Blvd Suite 401 Fort Lauderdale, Florida 33309 www.tpadesign.com | description Park / Dock Rules |
| contact: Veronica Mack veronica@tpadesign.com | sign type 4.4 |
| SCDR varies | |

11M(16)



3/4" Dr. Paul Vogel Community Park and Garden
is hereby dedicated to the residents of
The City of North Bay Village.

DETAIL OF SIGN FACE
Scale: 1:5

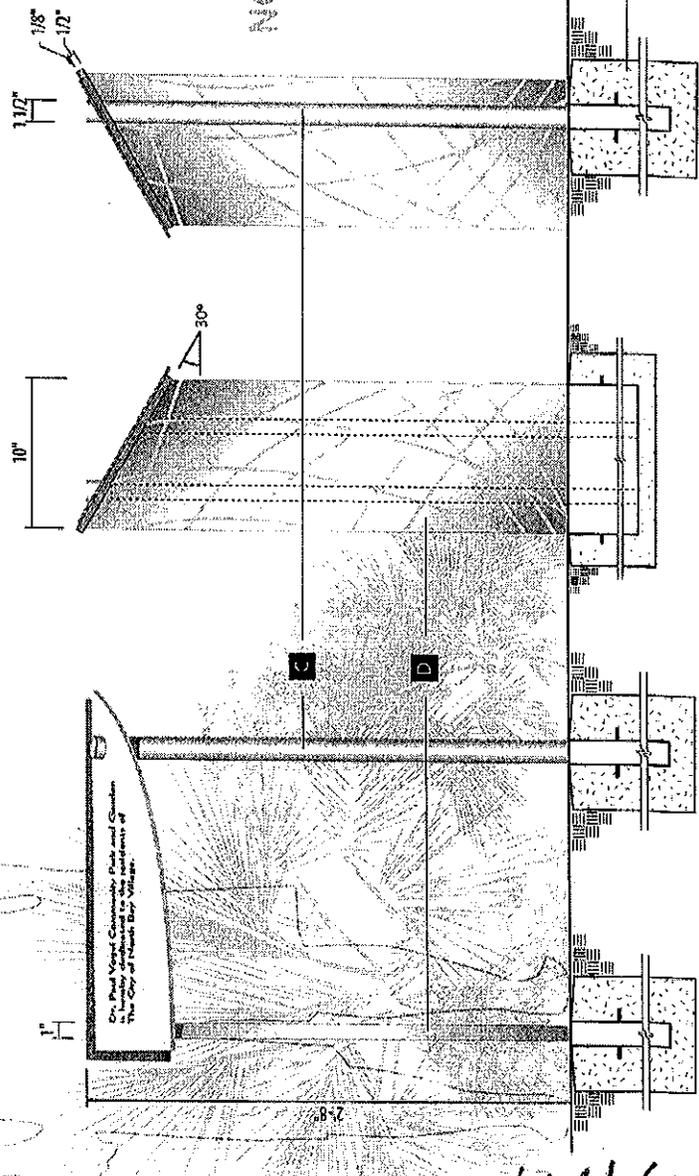
SPECIFICATIONS

- A** A1: 1/2" (d) Aluminum mounting plate painted to match Benjamin Moore 2B-768 "Atlantis Blue".
A2: 1/8" (d) Aluminum sign plate painted to match Benjamin Moore 1B-1612 "Pelican Gray". Attach A2 to A1 using non-visible fasteners.
- NOTE:** Round all corners. Panels are set on a 30° angle.
- B** Frisket Paint Text, on sign plate, to match Benjamin Moore 3B-1616 "Stormy Sky".
Font is Kabel Heavy
- C** 1 1/2" round aluminum support post painted to match MP 23302 Posate Silver Metallic LRV 52.3.
*Post welded to mounting plate A1. Decorative cap welded on top of sign plate A2 to give the illusion that the post is piercing the panels. Cap also painted to match MP 23302 Posate Silver Metallic LRV 52.3.

- D** 1" (d) aluminum pan structure, 2 interior vertical supports. Use cross bracing as needed. 1/8" Aluminum skin painted to match MP 23302 Posate Silver Metallic LRV 52.3.
Frisket paint geometric pattern ON BOTH SIDES to match Benjamin Moore 1B-1613 "Silent Night" in a SATIN FINISH.
*Pan structure welded to mounting plate A1

NOTE: FABRICATOR TO GRIND, SMOOTH & PAINT ALL WELDS.

- E** Concrete footers as necessary for stability of sign.



FRONT ELEVATION
Scale: 1" = 1/2" = 1'

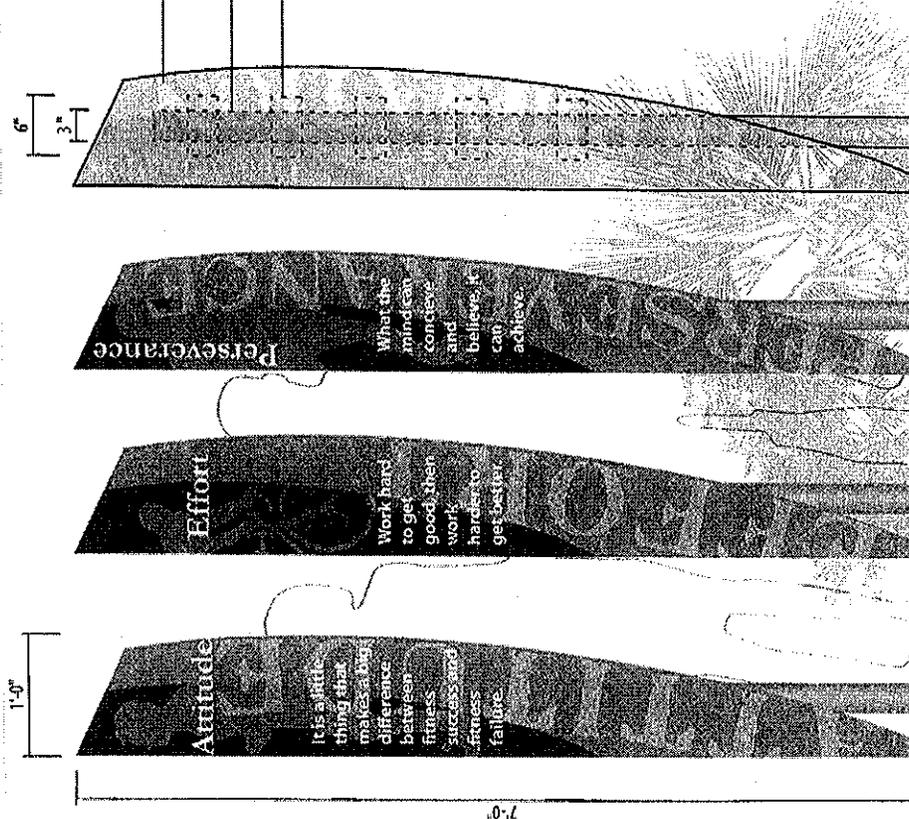
LEFT SIDE VIEW
Scale: 1" = 1/2" = 1'

RIGHT SIDE VIEW
Scale: 1" = 1/2" = 1'

NOTE: CLIENT TO PROVIDE FINAL TEXT/COPY

| | | | |
|---|--|---|-----------------------------------|
| Project West Drive Park Signage | Issue / Revisions 1. 06.21.10 vfm 2. | Description Interpretive Signs / Dedication Sign 1/20 1/25 | Scale VARIES 4.2/4.5 |
| | tydesign 4141 Avenida de Las Am Suite 401 San Carlos, Florida 32743 www.tydesign.com P: 904.942.3300 F: 904.942.2858 Contact: Veronica Moore vmoore@tydesign.com | | |

HM(17)



PLAN SECTION
Scale: nts

A

1/8" (d) Aluminum panel
All first surface graphics are frisket painted. See Specs below.
Second surface of panel is painted to match Benjamin Moore 3B-677 "Azure Water"

NOTE: Round all corners.

B

3" round aluminum support post painted to match Benjamin Moore 3B-677 "Azure Water"

C

1/8" thk. breakform aluminum attachment brackets (Qty: 5).
Painted Benjamin Moore 3B-677 "Azure Water".
Attaches to sign panel in 2 places with weld or high bond adhesives. Bracket attaches to pole with non-visible fasteners.

D

Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.

NOTE: TEXT IS PLACEHOLDER
CLIENT TO PROVIDE FINAL TEXT/COPY

COLOR & TYPE SPECS

BM 3B-754 "Wilmington Spruce"
 BM 3B-677 "Azure Water"
 BM 2B-768 "Atlantis Blue"
 BM 1B-766 "Delano Waters"
 White

Fonts:
 T1: Garamond Bold
 T2: Stamp Act Regular
 T3: Myriad Pro Bold

| | |
|---|---|
| project West Drive Park Signage North Bay Village | Issue / revision 1. 06.22.10 vlm 2. |
| tgedesign 455 West 44th Street Suite 401 Fort Lauderdale, Florida 33324 www.tgedesign.com P: 305.461.2700 F: 305.461.2701 | description Fitness Motivational Sign |
| scope vclies | sign type 4.1 |

FRONT ELEVATION
Scale: 1" = 0" = 1'

(817W11)

CITY OF NORTH BAY VILLAGE
VOGEL PARK IMPROVEMENTS
\$ 5,496,501.35

| Sources of Funds | | | | | | | | | | Uses of Funds | | | |
|----------------------------------|---------------------------|------|-------------|------------------------|---------------------|-------------------------|---------------------|------------------------|--|------------------------|-------------------------|--------------------|--|
| Safe Neighborhood Parks (County) | Coastal Partnership (DEP) | FIND | Grant Total | City Req'd Match (Exp) | Add'l City Contrib. | NEV Bond Issue Contrib. | Total City Contrib. | Total Sources of Funds | Expenditures Itemized by Category | Expenditures | Total Spent by Category | Available to Spend | |
| 51,000.00 | | | 51,000.00 | 51,000.00 | | 23,502.27 | 74,502.27 | 125,502.27 | Bermelo Ajamil arch. firm | 92,764.83 | | | |
| | | | | | | | | | Staff time | 25,690.00 | | | |
| | | | | | | | | | DEP permit | 3,807.77 | | | |
| | | | | | | | | | Kimley Horn | 3,200.00 | | | |
| | | | | | | | | | DERM tree relocation permit | 47.00 | | | |
| | | | | | | | | | Ultimate Concepts Marketing | 52.67 | 125,502.27 | | |
| | | | | | | | | | Dock and Marine Construction | 4,470.00 | 4,470.00 | 4,470.00 | |
| | | | | | | | | | Total Uses for Soft Costs | \$ 129,972.27 | \$ 129,972.27 | \$ - | |
| | | | | | | | | | Soil grading, paver sand, irrigation | 16,795.93 | | | |
| | | | | | | | | | Trees and plants | 12,500.00 | | | |
| | | | | | | | | | Fence | 11,500.00 | | | |
| | | | | | | | | | Home Depot purchases | 2,001.46 | | | |
| | | | | | | | | | Dock demolition and clean-up | 6,800.00 | | | |
| | | | | | | | | | Electrical work | 14,272.95 | | | |
| | | | | | | | | | Paver walkway | 1,238.00 | | | |
| | | | | | | | | | FPL hook-up | 642.33 | | | |
| | | | | | | | | | Benches, tables, trash bins | 3,838.90 | | | |
| | | | | | | | | | M Villa C.O. Construction | 203,055.52 | | | |
| | | | | | | | | | M Villa C.O. Construction | 83,772.73 | | | |
| | | | | | | | | | Playground & Exercise Equipment | 75,334.67 | | | |
| | | | | | | | | | Shelter | 15,516.47 | | | |
| | | | | | | | | | Sod | 3,800.00 | | | |
| | | | | | | | | | Aluminum picket fence reinforcement | 2,180.00 | | | |
| | | | | | | | | | Two Shelters above benches 7/10/17 | 21,849.62 | | | |
| | | | | | | | | | Park Sign (4) designed by Tom G. | 15,675.00 | 490,276.58 | | |
| | | | | | | | | | Art Allowance | | 9,000.00 | | |
| | | | | | | | | | Art Allowance | | 9,000.00 | | |
| | | | | | | | | | Total Sources for Hard Cost | \$ 499,276.58 | \$ 499,276.58 | \$ - | |
| | | | | | | | | | TOTAL SOURCES FOR SOFT & HARD COSTS | \$ 629,248.85 | \$ 629,248.85 | \$ - | |
| | | | | | | | | | Land Acquisition | 4,508,493.50 | | | |
| | | | | | | | | | Cost of Issuance | 35,000.00 | | | |
| | | | | | | | | | Cap. Interest | 323,035.00 | | | |
| | | | | | | | | | Bank Fees, Prof. Svcs. | 724.00 | | | |
| | | | | | | | | | Other Park Expenses | | | | |
| | | | | | | | | | TOTAL ACQUISITION SOURCES | \$ 4,867,252.50 | \$ 4,867,252.50 | \$ - | |
| | | | | | | | | | PROJECT USES GRAND TOTAL | \$ 5,496,501.35 | \$ 5,496,501.35 | \$ - | |

11M(19)