

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** May 27, 2014

**FROM:** Jeffrey P. Sheffel, City Attorney

**SUBJECT:** Software License Agreement and Maintenance Services with Tyler Technologies, Inc. to be used with the plan review, permitting, code enforcement, business license system.

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I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Building, Planning, Fire Rescue and Beach Safety, and Finance
- 2) Type of Agreement – Software License Agreement
- 3) Method of Procurement (RFP, bid, etc.) – **Town of Jupiter RFP No. CDS-2012-01.** Section 38.40(C)(5) of the City's Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.
- 4) Term of Contract
  - a) initial – perpetual license agreement.
  - b) renewals (if any) – automatic renewals unless terminated.
  - c) who exercises option to renew – n/a
- 5) Contract Amount – In an amount not to exceed \$650,000.00. (This amount includes Software License Fee in the amount of \$275,036; 1<sup>st</sup> year maintenance cost of \$59,144.00; possible professional services as needed in an amount not to exceed \$301,560.00 with an estimated travel cost of \$17,000.00). For support years two and three, Vendor may modify the support fees which percentage shall not be greater than the percentage increase in the CPI.
- 6) Termination rights – (a) License may be terminated by either party for a material breach if said breach is not cured within 30 days; (b) by mutual agreement of the parties; (c) in the event of bankruptcy, assignment for benefit of creditors; (c) City may suspend support services indefinitely; and (d) Tyler may terminate a

support term if city fails to timely pay and such failure is not cured within 15 days.

- 7) Indemnity/Insurance Requirements – Vendor will maintain insurance pursuant to Article IX and indemnifies pursuant to Article XI.
- 8) Scope of Services – Vendor will provide a plan review, permitting, code enforcement, business license and fire inspection system which includes software and licenses, implementation services, training, professional services if necessary, and maintenance services.
- 9) City's prior experience with Vendor (if any) – Yes.
- 10) Other significant provisions – (a) license fees are non-refundable and Tyler will have no obligation to refund any amounts paid by City unless there is a breach of the Agreement by Tyler, in which case any disputed Tyler Software will be subject to remedy under the dispute resolution process; (b) warranty and limitation of liability disclaimers as set forth in Article VIII; and (c) In the event of litigation, the non-prevailing party agrees to promptly pay or reimburse the prevailing party for all court costs, reasonable consultants' and attorneys' fees and expenses.

cc: Cathy Swanson-Rivenbark, City Manager