

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** March 1, 2016

FROM: Jeffrey P. Sheffel, City Attorney

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

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, Finance and Information Technology.
- 2) Type of Agreement – Termination Agreement and Mutual Release relating to the 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 – **The initial contract** was in an amount not to exceed \$650,000.00. (This amount includes Software License Fee in the amount of \$275,036; 1st 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. **This Termination Agreement and Mutual Release provides that Tyler Technologies, Inc. will refund the City the final license**

fee payment it made in the amount of \$82,510.80. The City will have no further payment obligations to Tyler Technology under the Agreement.

- 6) Termination rights – Pursuant to Section 38.48(A) of the City’s Purchasing Ordinance, the City Commission must authorize the termination of a contract when it is without cause and such decision **requires at least a 5/7ths affirmative vote.**
- 7) Indemnity/Insurance Requirements – n/a
- 8) Scope of Services – n/a
- 9) City’s prior experience with Vendor (if any) – Yes.
- 10) Other significant provisions – The mutual release provides that the Parties hereby unconditionally release and forever discharge one another and their subsidiaries or affiliated entities, subdivisions, affiliated subdivisions, officials, directors, officers, employees, agents, attorneys, insurers, and representatives, and any and all predecessors, successors or assigns thereof, from any and all claims (whether asserted or not), demands, obligations, judgments, orders, agreements, losses, damages, attorney’s fees, expenses, liabilities or causes of action of any kind, whether known or unknown, arising out of or relating to the Agreement, the activities performed or to be performed pursuant to or in connection with the Agreement, and the contracting process relating to the Agreements. Neither party shall bring any claim in any court or with any administrative agency relating to the Agreement, the activities performed or to be performed pursuant to or in connection with the Agreement, or the contracting process relating to the Agreement.

cc: Wazir A. Ishmael, Ph.D., City Manager