



FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING AGENDA
Circuit Courtroom, Fluvanna Courts Building
May 21, 2014, 7:00 pm

TAB AGENDA ITEMS

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

SPECIAL PRESENTATION – Recognition of Sheriff Washington

2 - COUNTY ADMINISTRATOR’S REPORT

BOARD OF SUPERVISORS UPDATE

3 - PUBLIC COMMENTS #1 (5 minutes each)

4 - PUBLIC HEARING

S SUP 14-01/Timothy Reese, Landscaping Materials Supply Business – Steven Tugwell, Senior Planner

5 - ACTION MATTERS

T County MUNIS SAAS Contract – Jonathan McMahon, Information Technology Director and Joe Rodish, Purchase Officer

U James River Water Authority (JRWA) Funding Request – Steve Nichols, County Administrator

6 - PRESENTATIONS (normally not to exceed 10 minutes each)

Town of Columbia Update – Jessica Phillips, Attorney on behalf of Columbia

V Dogs in Residential Zoning Districts Overview – Jay Lindsey, Planner

W Architectural Review Boards Overview – Jay Lindsey, Planner

X Emergency Services Coordinator Update – Cheryl Wilkins, Emergency Services Coordinator

7 - CONSENT AGENDA

YZ Minutes of May 07, 2014 – Mary Weaver, Clerk to the Board

A FY15 County Administrator Pay Increase – Gail Parrish, Human Resource Manager

B FY14 Sheriff’s Department Insurance Claims – Eric Dahl, Director of Finance

C FY14 Social Services Department Insurance Claim – Eric Dahl, Director of Finance

D Farm Museum Grant Application Letter of Support – Steve Nichols, County Administrator

E Proclamation- Fluvanna Garden Club Week, June 1st – 7th, 2014 – Luvenia Rogers, President, Fluvanna Garden Club

8 - UNFINISHED BUSINESS

TBD

9 - NEW BUSINESS

TBD

10 - PUBLIC COMMENTS #2 (5 minutes each)

11 - CLOSED MEETING

TBD

12 – ADJOURN

County Administrator Review

PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - Speakers should approach the lectern so they may be visible and audible to the Board.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Board.
 - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
 - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
 - Speakers with questions are encouraged to call County staff prior to the public hearing.
 - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
 - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
 - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
 - Further public comment after the public hearing has been closed generally will not be permitted.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 21, 2014

AGENDA TITLE:	SUP 14:01 – Timothy Reese Landscaping Materials Supply Business				
MOTION(s):	I move that the Board of Supervisors approve/deny/defer SUP 14:01, [if approved], with respect to 11.558 acres of Tax Map 4, Section A, Parcel 38, with the conditions as described in the staff report.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Steve Tugwell, Senior Planner				
PRESENTER(S):	Steve Tugwell, Senior Planner				
RECOMMENDATION:	At its meeting on April 23, 2014, the Planning Commission recommended approval (5-0); Mr. Johnson moved to approve; Mrs. Eager seconded; Ayes: Bibb, Eager, Gaines, Johnson, and Zimmer.				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	Request for a special use permit to allow for a landscaping materials supply business with respect to 11.558 acres of Tax Map 4, Section A, Parcel 38.				
FISCAL IMPACT:	-				
POLICY IMPACT:	<p>The Board of Supervisors may:</p> <ul style="list-style-type: none"> • Approve this request, allowing the landscaping materials supply business; OR • Deny this request, preventing the landscaping materials supply business; OR • Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	<p>Review of a proposed landscaping materials supply business in accordance with Chapter 22, Article 4 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use permit only).</p> <p>Application was received on January 29, 2014.</p> <p>Planning Commission reviewed the request on April 23, 2014.</p>				
ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: SUP 14:01
Tax Map: Tax Map 4, Section A, Parcel 38

From: Steve Tugwell
District: Palmyra
Date: May 21, 2014

General Information: This request is to be heard by the Board of Supervisors on Wednesday, May 21, 2014 at 7:00 p.m. in the Circuit Courtroom in the Courts Building.

Owner/Applicant: Eugene H. Proffitt, Sr.

Representative: Timothy Reese

Requested Action: Request for a special use permit to operate a landscaping business with respect to 11.558 acres of Tax Map 4, Section A, Parcel 38. The applicant is proposing to operate a landscaping materials supply business. (Attachment A)

Location: The affected property is located on the east side of Paynes Mill Road approximately 0.5 miles south of its intersection with Richmond Road (Route 250). (Attachment B)

Existing Zoning: A-1, Agricultural, General

Existing Land Use: Unimproved

Planning Area: Rural Residential Planning Area

Adjacent Land Use: Adjacent properties are all zoned A-1, Agricultural, General.

Zoning History: No Previous Zoning Activities.

Comprehensive Plan:

Land Use Chapter:

The Comprehensive Plan designates this property as within the Rural Residential Planning Area. According to this chapter, “*Some mixed-use development may be possible at a very small, rural neighborhood scale, but most development is single-family or two-family residential projects with limited commercial uses*”. Additionally, “*structures do not exceed two stories, and residential density is up to one unit every two acres gross (i.e., counting the acreage for the whole parcel), or six units per acre net (i.e., just the developable area, not including the permanent open space)*.” Mr. Reese plans on building one (1) 50 x 70 single-story building at this site for storage and a business office.

Analysis:

This is a Special Use Permit application to operate a landscaping materials supply business. The Zoning Ordinance defines landscaping materials supply as, “*a business used primarily for the bulk storage and sale of landscaping supplies, such as soil, gravel, potting mix, mulch, sand, stone, and the like, either wholesale or at retail, necessitating the frequent use of heavy equipment. Plants and supplemental items used in planting and landscaping, such as plant containers, yard ornaments, hand tools, and the like, may be sold on-site as secondary or incidental items*”. Landscaping materials supply businesses are permitted by special use permit in the A-1 zoning district, and are subject to an approved site development plan.

The applicant plans on building a 50 x 70, one (1) story storage building at this site, and it will also contain a small business office. There are also plans to possibly build a residence on this property in the future. The parcel is 11.558 acres in area, and appears large enough to accommodate landscaping materials storage, and associated equipment. VDOT has stated that a low-volume commercial entrance will be required for site access off of Paynes Mill Road, along with 360 feet of stopping sight-distance. It appears that their stated proposed uses for the property are consistent with the definition of landscaping materials supply. (Attachment C)

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance.

First, the proposed use should not tend to change the character and established pattern of the area or community.

The subject property is located within the Rural Residential Planning Area, within close proximity of existing agricultural and residential zoning and uses. The nearest residence is approximately ninety (90) feet away from the northern property line, and the applicant is proposing a double-staggered row of trees along this line to provide for screening. The landscaping supply business would operate on more than eleven (11) acres. It does not appear

that the landscaping supply business as proposed would change the character and established pattern of the area.

Second, the proposed use should be compatible with the uses permitted by-right in that zoning district and shall not adversely affect the use/or value of neighboring property.

Landscaping materials supply businesses are allowed by SUP in the A-1 district. By-right uses that are similar, in operation or size of structures, to this application may include home occupations, equestrian facilities, farm sales, non-commercial greenhouses, and accessory dwellings. The zoning ordinance allows for one accessory dwelling unit per subject property, similar to locating a garage behind a primary dwelling. In general, small home industries differ from home occupations in that non-family employees can be hired and the business may take up more than 25% of the gross floor area of the dwelling.

Sec. 22-1-2 of the zoning ordinance states that the purpose of the zoning ordinance is “to protect against over-crowding of land”. Furthermore, the zoning ordinance states its purpose is to “facilitate the creation of a convenient, attractive and harmonious community” requiring the upkeep of the property, free from debris. The site will be improved by adding landscaping for screening and buffering of adjoining properties. Additionally, the zoning ordinance states its purpose as “encouraging economic development activities”. The applicants may provide a service to the community by employing several people, and by providing their clients with landscaping materials they would have to drive a further distance to acquire.

Neighborhood Meeting:

There were four (4) attendees including the applicant at the February 12, 2014 Neighborhood meeting.

The attendees had concerns about potential noise levels, visibility of mulch areas, and the frequency of large trucks delivering materials to the property.

Technical Review Committee:

At the February 13, 2014 Technical Review Committee meeting, The Health Department stated that the proposed landscape company will be required to have a system review (\$50.00 fee) before filing an application for a building permit for the proposed building;

VDOT inquired about the size of delivery trucks, and stated that a low-volume commercial entrance, and 360 feet of stopping sight-distance would be required;

The Fire Chief requested that there be a defensible space of 50 feet between the proposed 50 x 70 building and the bulk-material location;

Virginia Electric Cooperative stated concern with overhead power lines, and requested to not allow any buildings underneath their power lines, also the same applies to the proposed stock-piling of materials and storage;

We did not receive written comments from the erosion and sedimentation control inspector. Please contact Roger Black at 591-1935 to inquire as to what may be required.

Planning Staff inquired with regard to;

- a) What type of bulk-materials will be stored;
- b) The number of proposed employees;
- c) Possibility at a later date for a homesite;
- d) A final site development plan showing screening from adjoining properties, all proposed and existing improvements including utility lines and easements, buildings, entrances, location of storage areas, parking, office space, etc. will be required.

(Attachment D)

Planning Commission:

The Planning Commission discussed this SUP request at their April 23, 2014 meeting. Ms. Pam Gregory addressed the Planning Commission with regard to this request for a landscaping materials supply business. Ms. Gregory expressed concerns with regard to potential noise and increased traffic along Paynes Mill Road. Mr. David Gregory spoke about water capacity, stored pesticides, noise levels, and employees parking.

The applicant, Mr. Timothy Reese, addressed the Planning Commission and clarified that there will not be any pesticides or herbicides stored at this property, but he does plan on having fertilizer. Mr. Reese also confirmed there will be five (5) employees, and there will not be retail sales on-site. Mrs. Eager stated that she lives nearby this location, and views it much like a farm operation.

Conclusion:

The Board of Supervisors should consider any potential adverse impacts, such as traffic entering and exiting the property, noise, dust, vibration, or visual clutter.

Recommended Conditions:

If approved, Staff recommends the following conditions:

1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance, must be submitted for review and approval.
2. The site must meet all Virginia Department of Transportation requirements.
3. The site must meet the requirements set forth by the Virginia Department of Health.
4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
5. Hours of operation shall be Monday through Saturday 7:00 a.m. to 6:00 p.m.

6. *No retail sales permitted on-site.*
7. *No irrigation of cultivated plant materials.*
8. The Board of Supervisors, or its representative, reserves the right to inspect the business for compliance with these conditions at any time.
9. Any noise generated by the activity on this site shall be limited to the maximum decibel level allowed by Sec. 15.1-9 A. d. of the County Code.
10. All outdoor landscaping supply materials storage areas shall be screened from the view of public roads, rights-of-way, and adjacent properties as required by Sec. 22-24-7 3. iii of the Zoning Ordinance.
11. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.

Suggested Motion:

I move that the Board of Supervisors [**approve/deny/defer**] SUP 14:01, a request to allow for the operation of a landscaping materials supply business with respect to 11.558 acres of Tax Map 4, Section A, Parcel 38, [if approved] subject to the conditions listed in the staff report.

Attachments:

A – Application, letter from the owner, and APO letter

B – Aerial Vicinity Map

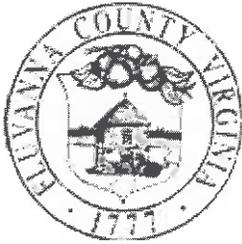
C – sketch plan

D - TRC comment letter, memo from the Health Dept., and email from VDOT

Copy: Mr. Eugene H. Proffitt, Sr., 1321 Paynes Mill Road, Troy, VA 22974;

Mr. Timothy Reese, 589 Jefferson Drive, Palmyra, VA 22963

File



COMMONWEALTH OF VIRGINIA
 COUNTY OF FLUVANNA
 Application for Special Use Permit (SUP)

Received
 JAN 29 2014

Owner of Record: Eugene H. Proffitt, Sr.

E911 Address: 1321 Paynes Mill Road Troy, VA 22974

Phone: 434-296-0443 Fax: _____

Email: gnproffitt@yahoo.com

Representative: Same As Applicant

E911 Address: _____

Phone: _____ Fax: _____

Email: _____

Applicant of Record: Timothy Reese

E911 Address: 589 Jefferson Drive Palmyra, VA 22963

Phone: 434-589-6846 Fax: n/a

Email: tim@bellaterrallc.com

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? No Yes

If Yes, what district: _____

Tax Map and Parcel(s): 4 A 38

Deed Book Reference: DB 249-580

Acreage: 11.558 Zoning: A 1

Deed Restrictions? No Yes (Attach copy)

Request for a SUP in order to: Operate Landscape Contracting Business

Proposed use of Property: Landscape Materials Supply

*Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

Date: January 28, 2014 Signature of Owner/Applicant: _____

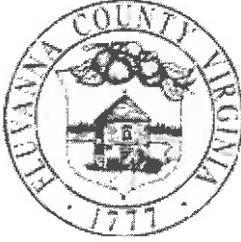
Subscribed and sworn to before me this 29 day of January, 2014 Register # 7509817

My commission expires: 10/31/2015 Notary Public: _____

Certification: Date: _____ Zoning Administrator: _____

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY	
Date Received: <u>1/29/2014</u>	Pre-Application Meeting: <u>1/27/2014</u> PH Sign Deposit Received: _____ Application #: <u>SUP 10410</u>
\$800.00 fee plus mailing costs paid: _____	Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15/Certified Mail
Amendment of Condition: \$400.00 fee plus mailing costs paid: _____	
Telecommunications Tower \$1,500.00 fee plus mailing costs paid: _____	\$5,500 w/Consultant Review paid: _____
Election District: <u>Palmyra</u>	Planning Area: <u>RR</u>
Public Hearings	
Planning Commission	Board of Supervisors
Advertisement Dates: <u>13 & 20 March 2014</u>	Advertisement Dates: <u>3 & 10 April 2014</u>
APO Notification: _____	APO Notification: _____
Date of Hearing: <u>26 March 2014</u>	Date of Hearing: <u>16 April 2014</u>
Decision: _____	Decision: _____



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Name: Timothy Reese

Address: 89 Jefferson Drive

City: Palmyra

State: VA

Zip Code: 22963

I hereby certify that the sign issued to me is my responsibility while in my possession. Incidents which cause damage, theft, or destruction of these signs will cause a partial or full forfeiture of this deposit.

January 28, 2014

Applicant Signature

Date

*Number of signs depends on number of roadways property adjoins.

OFFICE USE ONLY

Application #: **BZA** _____ : _____ **CPA** _____ : _____ **SUP** _____ : _____ **ZMP** _____ : _____ **ZTA** _____ : _____

\$90 deposit paid per sign*:

Approximate date to be returned:

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

Within the next 2 years, I plan to build a metal storage/work shop building approximately 50x70 or smaller. Building will be insulated with concrete floor and have space for a small office. There currently exists a well and septic field which I plan to use. I plan to refurbish the existing entrance and install a gravel driveway navigating to the proposed storage building. Screen will be installed along the northern property line. Please reference the provided 18"x24" landscape plan which shows all existing and proposed structures and intended usage areas.

NECESSITY OF USE: Describe the reason for the requested change.

I am request the approval of a Special Use Permit to operate a Landscape Design/Build and Landscape Maintenance Contracting firm which currently exists. I hope to someday live on this property too (please reference landscape plan to see proposed home site). I hope to someday use the property to grow trees and shrubs which will be for the use Bella Terra's landscape jobs. There are no plans for a retail business on this property now or in the future.

PROTECTION OF ADJOINING PROPERTY: Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

The most exposed property line to what is being proposed is the northern property line. A plan is in place to screen the existing house located north of the property (please reference landscape plan to see proposed screen planting). From Paynes Mill Road, there currently exists a tree line of White Pines which successfully screens the north west corner of this property. All other property lines are screened by large linear footage of existing woods.

ENHANCEMENT OF COUNTY: Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

The issuance of this Special Use Permit will give me the ability to keep my business in Fluvanna County. I currently live in Lake Monticello where it is impossible for me to do want I want to do and plan to do. The proximity of this property to 250, I-64, my current customer base, and current vendors is ideal to the future success of my business. We currently have roots in Fluvanna County and enjoy living here. However, denial of this SUP will force my family and me to look at surrounding counties where I can find a situation similar to the one for which I am applying.

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application. Remarks:

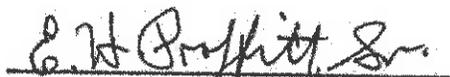
Please reference the provided 18"x24", to scale, landscape plan which shows all existing and proposed structures. At this point in the application process, if anything else is desired, I am happy to provide.

January 23, 2014

*Fluvanna County
Special Use Permit Application*

To Whom It May Concern:

*Eugene Proffitt, Sr. Owner of 2100 Paynes Mill Road Troy,
Va. (11.558 Ac.) gives permission to Timothy Reese to apply
for Special Use Permit and for all matters concerning this
request.*


Eugene Proffitt
1/23/14

Memorandum

DATE: May 12, 2014

RE: APO'S for **SUP 14:01** Public Hearing Letters

TO: Steve Tugwell, Senior Planner

FROM: Kelly Belanger Harris

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the May 21, 2014 Board of Supervisors Meeting was mailed on May 12, 2014.



COUNTY OF FLUVANNA

“Responsive & Responsible Government”

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NOTICE OF PUBLIC HEARING

May 12, 2014

«First_and_Last_Name»
 «Address»
 «City_State» «ZIP_Code»
 TMP# «TMP»

Re: Public Hearing on SUP 14:01

Dear «First_and_Last_Name»:

This letter is to notify you that the Fluvanna County Board of Supervisors will hold a public hearing on the above referenced items on **Wednesday, May 21, 2014** at **7:00 PM** in the Circuit Court Room at the Fluvanna County Courts Building in Palmyra, VA. The requests are described as follows:

SUP 14:01 – Timothy Reese - A request for a Special Use Permit (SUP) to allow for a landscaping materials supply business with respect to 11.558 acres of Tax Map 4, Section A, Parcel 38. The property is zoned A-1 (Agricultural, General) and is located on the east side of Paynes Mill Road approximately 0.5 miles south of its intersection with Richmond Road (Route 250). The property is located in the Palmyra Election District and is within the Rural Residential Planning Area.

The applicant or applicant’s representative must be present at the Board of Supervisors meeting. The tentative agenda and staff report will also be available for review by the public in the Fluvanna County Planning and Community Development Department during working hours (8:00 a.m. – 5:00 p.m., Monday through Friday). If you have any questions, please feel free to contact me at 434-591-1910.

Sincerely,

Jason Stewart
 Planning Director

SUP 14:01 Adjacent Property Owners

TMP	First and Last Name	Address	City, State	Zip Code
4 (A) 37C	JAY D & CONSTANCE B WYANT	2266 RICHMOND RD	TROY, VA	22974
3 (18) 2	RONNIE L. MORRIS	2207 PAYNES MILL RD	TROY, VA	22974
4 (A) 38	EUGENE H. PROFFITT, SR.	2168 PAYNES MILL RD	TROY, VA	22974
3 (18) 3	DAVID E. & PAMELA L. GREGORY	2171 PAYNES MILL RD	TROY, VA	22974
3 (18) 4	JANIE B & RICHIE D ESTES	2131 PAYNES MILL RD	TROY, VA	22974
3 (10) 8	ANTOINETTE WELLS, ET AL CO EX	5335 16 TH ST NW	WASHINGTON, D.C.	20011
4 (A) 38A & 4 (A) 38B	ANNA V WALKER & EULA PAYNE	2064 PAYNES MILL RD	TROY, VA	22974

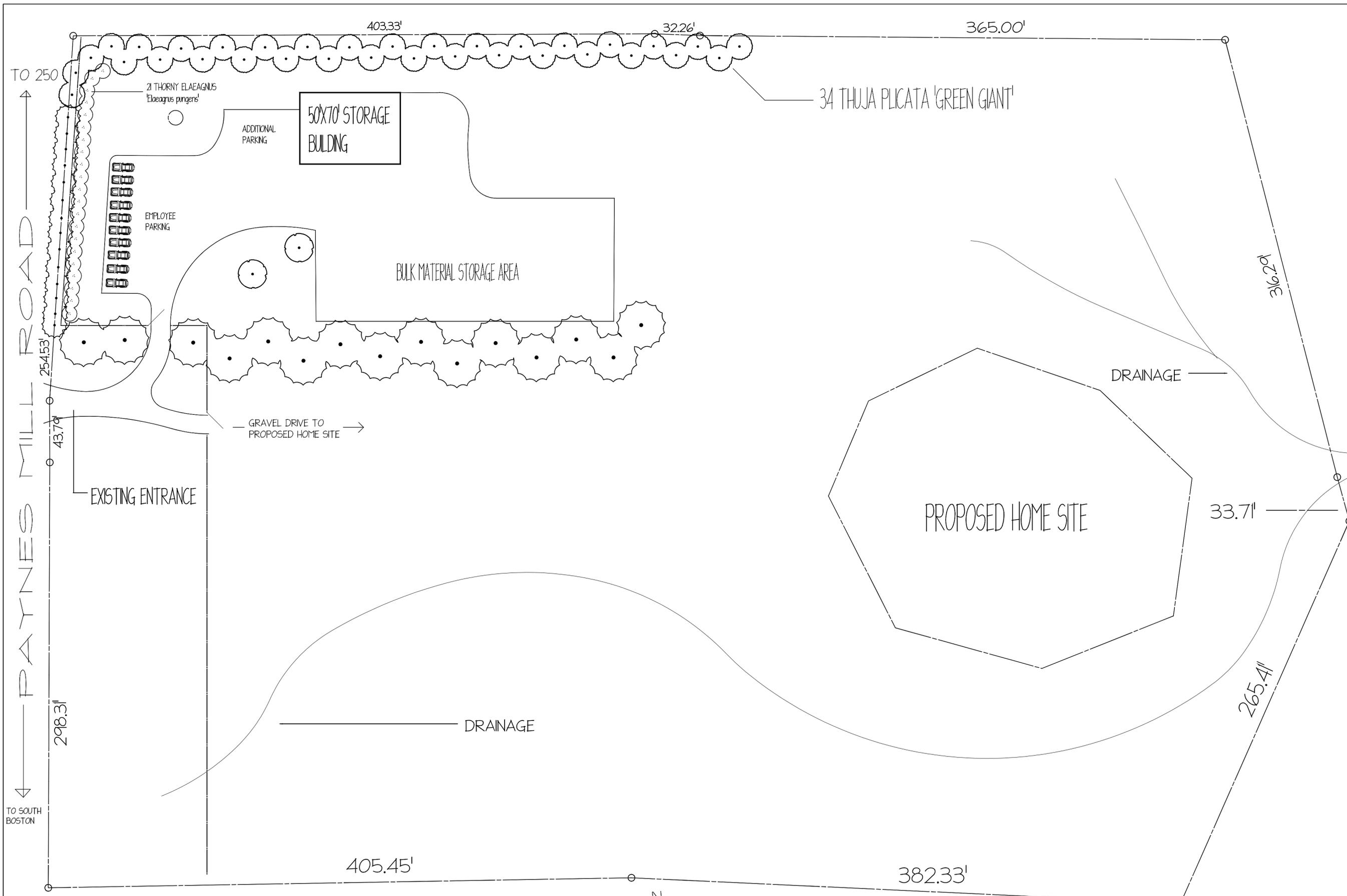


Scale: 1:2256.994353

Date: 01/28/2014

Printed By:

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the internet is specifically authorized by the Code of Virginia §58.1-3122.2(as amended).



BELLA TERRA LANDSCAPES		
200 PAYNES MILL ROAD		
TROY, VA - FLUVANNA COUNTY		
client:	date:	revision:
scale:	MARCH 7, 2014	2
drawn by:	checked by:	drawing #:
TCR	TCR	BTL - 003



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

February 25, 2014

Eugene H. Proffitt, Sr.
1321 Paynes Mill Road
Troy, VA 22974

Delivered via email

Re: SUP 14:01 Timothy Reese landscape materials supply
Tax Map: 4, Section A, Parcel 38

Dear Applicant:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, February 20, 2014. Comments are outlined below:

1. The Health Department stated that the proposed landscape company will be required to have a system review (\$50.00 fee) before filing an application for a building permit for the proposed building;
2. VDOT inquired about the size of delivery trucks, and stated that a low-volume commercial entrance, and 360 feet of stopping sight-distance would be required;
3. The Fire Chief requested that there be a defensible space of 50 feet between the proposed 50 x 70 building and the bulk-material location;
4. Virginia Electric Cooperative stated concern with overhead power lines, and requested to not allow any buildings underneath their power lines, also the same applies to the proposed stock-piling of materials and storage;
5. We did not receive written comments from the erosion and sedimentation control inspector. Please contact Roger Black at 591-1935 to inquire as to what may be required.
6. Planning Staff inquired with regard to;
 - a) What type of bulk-materials will be stored;
 - b) The number of proposed employees;
 - c) Possibility at a later date for a homesite;

- d) A final site development plan showing screening from adjoining properties, all proposed and existing improvements including utility lines and easements, buildings, entrances, location of storage areas, parking, office space, etc. will be required.

Please provide any revised sketch plans and email a PDF version of the plan to stugwell@fluvannacounty.org, along with any other materials or documentation that is to be included in the Planning Commission packet by **Friday, March 7, 2014**. Submitting revisions by this dead line will place your request on the **March 26, 2014** Planning Commission agenda.

If you have any questions or need additional information, please contact me at 434-591-1910.

Sincerely,



Steve Tugwell
Senior Planner
Dept. of Planning & Community Development

cc: Timothy Ræse, 589 Jefferson Drive, Palmyra, VA 22963
File

Steven Tugwell

From: Miller, Charles (VDH) <Charles.Miller@vdh.virginia.gov>
Sent: Wednesday, February 19, 2014 2:36 PM
To: Steven Tugwell
Subject: RE: Rescheduled TRC meeting

Steve,

Mr. Burns will not need anything from us for the new storage bldg.

The proposed landscape company will be required to have a system review (fee \$50.00) before he applies for a building permit for the proposed building.

Thanks,

Charles

From: Steven Tugwell [<mailto:stugwell@fluvannacounty.org>]
Sent: Wednesday, February 12, 2014 11:35 AM
To: Tony O'Brien; Alyson Sappington; Andrea Gaines; Andy Wills; Barry Bibb; Miller, Charles (VDH); Wright, Chuck (DOF); Donald Gaines; Shaunese, Donna; Ed Zimmer; fuac@embarqmail.com; Rice, Gary (VDH); Jason Stewart; Jay Lindsey; Lewis Johnson; Wood, Mark (VDOT); Mike Brent; Patricia Eager; Robert Popowicz; Roger Black; solson@forcvec.com; Wayne Stephens
Cc: Jay Lindsey; Jason Stewart; Kelly Harris; Tim Stanley; Tim Reese (tim@bellaterrallc.com)
Subject: Rescheduled TRC meeting

Dear TRC members:

Due to the anticipated inclement weather, our TRC meeting has been rescheduled to Thursday, February 20, 2014. The meeting is scheduled for 2 p.m. in the Morris Room of the County Administration Building.

If you have any questions, please let me know.

Thanks, and I look forward to seeing you all on the 20th!
 Steve

Steve Tugwell
 Senior Planner
 Dept. of Planning & Community Development
 Fluvanna County, VA
 434-591-1910
stugwell@co.fluvanna.va.us

 please conserve, do not print this e-mail unless necessary

Steven Tugwell

From: Mike-Kathy Brent <mkbrent7@gmail.com>
Sent: Wednesday, February 19, 2014 6:38 PM
To: Steven Tugwell
Subject: TRC Meeting

Steve

I have an important Radio meeting tomorrow at 2:00 PM and won't be at the TRC meeting. My only comment pertains to SUP 14:01. We would like a defensible space of 50' between the 50'X70' building and the Bulk Material location. I'm assuming that mulch will be stored at the location and this would give us space to protect the building should the mulch pile ignite.

Thanks
Mike

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 21, 2014

AGENDA TITLE:	MUNIS Software as a Service (SaaS) Amendment																									
MOTION(s):	<p>I move the Board of Supervisors approve the Addendum and Amendment to the Tyler Technologies (MUNIS) Agreement dated June 9, 2010, for the purpose of adding Software as a Service (SaaS) for both Fluvanna County and Fluvanna County Public Schools MUNIS system support, at a cost of \$379,294.00 for the period July 1, 2014 through June 30, 2017, and authorize the County Administrator to execute the amendment, subject to approval as to form by the County Attorney.</p>																									
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																					
		X																								
STAFF CONTACT(S):	Steve Nichols, County Administrator																									
PRESENTER(S):	Steve Nichols, County Administrator																									
RECOMMENDATION:	Approve																									
TIMING:	Immediately																									
DISCUSSION:	<p><u>Software as a Service.</u> Tyler’s provision of hosting services for our MUNIS financial system (including FCPS) shall be three (3) calendar years beginning July 1, 2014 and ending 3 calendar years therefrom.</p>																									
FISCAL IMPACT:	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Summary</th> <th style="text-align: right;">One Time Fees</th> <th style="text-align: right;">Recurring Fees</th> </tr> </thead> <tbody> <tr> <td>Total SaaS</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$125,098.00</td> </tr> <tr> <td>Total Tyler Software</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Tyler Services</td> <td style="text-align: right;">\$4,000.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total 3rd Party Hardware, Software and Services</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Summary Total</td> <td style="text-align: right;">\$4,000.00</td> <td style="text-align: right;">\$125,098.00</td> </tr> <tr> <td> Contract Total</td> <td style="text-align: right;"> \$379,294.00</td> <td></td> </tr> </tbody> </table>					Summary	One Time Fees	Recurring Fees	Total SaaS	\$0.00	\$125,098.00	Total Tyler Software	\$0.00	\$0.00	Total Tyler Services	\$4,000.00	\$0.00	Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00	Summary Total	\$4,000.00	\$125,098.00	 Contract Total	 \$379,294.00	
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POLICY IMPACT:	N/A																									
LEGISLATIVE HISTORY:	N/A																									
ENCLOSURES:	Addendum and Amendment to the original Tyler Technologies MUNIS Agreement																									
REVIEWS	Legal	Finance	Purchasing	HR	Other																					
	X	X	X		X (IT)																					

ADDENDUM AND AMENDMENT

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This Addendum and Amendment (the "Addendum") to the Agreement dated June 9, 2010 (the "Agreement"), a copy of which is attached hereto as Exhibit 3 and made a part hereof by references, is made this _____ day of _____ ~~2013~~ 2014 by and between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096, authorized to transact business in the Commonwealth of Virginia ("Tyler") and the County of Fluvanna, a political subdivision of the Commonwealth of Virginia, with offices at 132 Main Street, Palmyra, Virginia 22963 ("Client") and shall be effective immediately.

WHEREAS, Client and Tyler executed an Agreement for Munis software with an Effective Date of June 9, 2010 (the "Agreement") through which the Client obtained certain irrevocable, non-exclusive, non-transferable, royalty-free license rights to the Tyler Software Products (the "Prior License") and associated professional services described therein;

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WHEREAS, Tyler provides certain maintenance services to the County under the Agreement and Client wishes to continue receiving such maintenance services and Tyler wishes to continue providing the same;

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WHEREAS Client now wishes to have Tyler host, in addition to maintaining, the Tyler Software Products so licensed to the Client under the Prior License and under the Agreement;

NOW THEREFORE, in consideration of the Agreement, the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide the additional products and services, and Client shall pay the prices, as set forth in this Addendum. The Agreement is hereby amended as follows:

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1. This Addendum is effective immediately upon execution by the parties.
2. For as the Term of the Agreement as amended by this Addendum, and provided Client's timely payment of the SaaS fees as required by this Addendum, Tyler shall continue to provide maintenance services to the Client in accord with and as required by the Agreement, including, **but not limited to**, Article 2 paragraph 1 (f) and Article 3 Section C thereof, as the annual SaaS fees payable by Client in accord with this Addendum, see Investment Summary, Exhibit 1 hereto, include hosting and maintenance/support fees applicable to the Tyler Software Products licensed by Client under the Agreement. Specifically no maintenance fees as listed in Article 2 Section 1 (f) of the Agreement shall be due and instead Client shall be only responsible for the payments as required under this Addendum. Tyler acknowledges that any fixed price or one-time payments due under the Agreement have been paid in full and that the amounts Client is required to pay Tyler shall be governed solely by this Addendum and are those listed on the attached Investment Summary, Exhibit 1, incorporated herein by reference.
3. Tyler shall host at one of its data centers and make available to Client the Tyler Software Products listed in the attached Investment Summary in accordance with the terms indicated herein.
4. Software as a Service. Tyler's provision of hosting services to Client shall conform to the following:
 - a. Term. The term of this Addendum and the services shall be three (3) calendar years beginning July 1, 2014 and ending 3 calendar years therefrom ("Term").
 - b. Hosting. Tyler shall host and make available to Client the Tyler Software Products listed in the Investment Summary.
 - c. Concurrent Users. The SaaS fees are based on thirty (30) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS Fees based upon any resulting changes in the pricing categories.

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- d. The Client agrees to timely pay and Tyler Agrees to accept from Client the SaaS fees listed in the Investment Summary in accord with the requirements of this Addendum. Client acknowledges that continued access to the Tyler Software Products is contingent on Client's payments of SaaS Fees as indicated herein; except that the Prior License to the Tyler Software Products under the Agreement is not affected by this Agreement. If Client fails to remit the SaaS Fees as required by this Addendum, Tyler shall have the undisputed right to terminate this Agreement and deny access to the hosted applications for Client following thirty (30) days written Notice of Tyler's intent to terminate.
- e. For as long as a current SaaS Agreement is in effect, Tyler shall provide Client access to the Tyler Software Products then-licensed by Client in accordance with Tyler's then-current Service Level Agreement. The current Service Level Agreement is attached as Exhibit 2 to this Addendum.
- f. Prices include test, training, and production databases for both Client and the Fluvanna County Public Schools (provided Fluvanna County Public Schools executes an Agreement to purchase perpetual licenses for the Tyler Software Products as indicated herein).
- g. Tyler's Hosting of TCM SE includes up to 50GB in storage in Tyler's hosted environment for Fluvanna County; and an additional 50GB in storage in Tyler's hosted environment for Fluvanna County Public Schools. Should additional storage be required, it may be purchased as needed at an annual fee of \$1,000 per 100GB.

5. Expansion to Schools Included. The Fluvanna County Public Schools intend to execute an agreement with Tyler to acquire a perpetual license to certain Tyler Software Products (and associated professional services) including those licensed to the Client pursuant to the Agreement and this Addendum. Upon such expansion of the license to the Fluvanna County Public Schools, the SaaS services made available under this Agreement to the County shall also be made available to the Fluvanna County Public Schools and the cost for such expansion is included in the Agreement, by virtue of this Addendum, at no additional cost. As part of such expansion, Fluvanna County Schools will be allotted an additional 50GB in storage in Tyler's hosted environment for TCM SE storage and such cost is under this Addendum. The Fluvanna County Public Schools are an intended beneficiary of this Agreement and are not a third party as to this Agreement. Tyler shall begin hosting and making available the Tyler Software Products to the Fluvanna County Public Schools as soon as reasonably practicable after the Fluvanna County Public Schools enter into the agreement for the purchase of a perpetual license of the Tyler Software Products as noted above and complete the activities reasonably required of it to enable such hosting.. Notwithstanding the foregoing, if the Fluvanna County Public Schools do not enter into a license agreement for the Tyler Software Products with Tyler as contemplated hereunder, then Tyler shall not be required to host for the Fluvanna County Public Schools, and the Client may, at any time during the Term, and at no additional cost hereunder, elect in writing to use the additional 50GB of storage for Client's own use and upon such notice Tyler shall host for client such additional 50GB of storage, but this Agreement shall otherwise remain in full force and effect.

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6. Payment Terms.

- a. Credits. The Client will receive a credit of \$4,660.35 for the fees paid by Client to Tyler under the Annual Support Agreement and the Operating System and Data Base Administration ("OSDBA") Contract Services Agreement as itemized below and for the time frames listed:
 - i. Annual Support Agreement for the period July 1, 2014 through August 11, 2014 (\$3,728.30); and
 - ii. OSDBA Contract Services Agreement for the period July 1, 2014 through August 11, 2014 (\$932.05).

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Client, at its discretion, may have such credit applied against fees payable for any products or services acquired from Tyler pursuant to this Agreement.

- b. The financial obligation of the Client to Tyler for the software products and services listed in the Investment Summary, attached hereto as Exhibit 1 and incorporated herein by reference, shall be payable as follows:

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- i. Unless otherwise indicated, fees for services, plus expenses, will be invoiced as provided and/or incurred, but in no event more often than bi-weekly.
- ii. On or after the first day of the Term and on or before the first day of every third month thereafter through the end of the Term, Client shall remit quarterly SaaS fees in the amount of \$31,274.50 to Tyler. Payment is due within forty-five (45) calendar days of invoice receipt.

c. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the hosting and maintenance services provided under the Agreement as Amended hereby, the SaaS fees set forth in the Investment Summary, Exhibit 1 hereto.

7. Service Level Agreement: Tyler's current Service Level Agreement is attached hereto as Exhibit 2 and is incorporated herein in its entirety and made a material part of this Addendum.

8. Termination of SaaS Services. If Client terminates SaaS services for any reason, then any amounts due for SaaS Services hereunder shall be prorated so that Client shall only be required to pay for the portion of such services as it actually received prior to the effective date of such termination. If Client has paid its quarterly invoice in advance and services are terminated during or prior to such paid-for quarter, then Tyler shall reimburse Client the prorated portion of such amount based on the number of days after the termination.

9. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Agreement.

10. Except as specifically amended hereby, the terms and provisions of the Agreement (including, without limitation, the provisions regarding warranties, default and indemnification) shall remain in full force or effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

Fluvanna County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form

Fluvanna County Attorney

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Exhibit 1- Investment Summary

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Quoted By: Phil Sharp
 Date: 10/31/2013
 Quote Expiration: 1/19/2014
 Quote Name: Fluvanna County-ERP-ASP
 Quote Number: 2013-4698
 Quote Description: ASP with School Expansion

Sales Quotation For

Fluvanna County
 P.O. Box 540132 Main Street
 Palmyra, Virginia 22963
 Phone (434) 591-1932

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Other:				
Concurrent Users (30)	\$30,000.00	3.0	\$90,000.00	0
Tyler Reporting Services SaaS	\$4,677.00	3.0	\$14,031.00	0
Tyler Content Manager SE SaaS	\$10,000.00	3.0	\$30,000.00	0
Role Tailored Dashboard SaaS	\$1,563.00	3.0	\$4,689.00	0
MUNIS Office SaaS	\$2,058.00	3.0	\$6,174.00	0
Citizen Self Service SaaS	\$1,495.00	3.0	\$4,485.00	0
Tyler Forms Processing SaaS	\$6,236.00	3.0	\$18,708.00	0
GASB 34 Report Writer SaaS	\$2,524.00	3.0	\$7,572.00	0
VA Tax SaaS	\$11,866.00	3.0	\$35,598.00	0
Utility Billing CIS SaaS	\$2,796.00	3.0	\$8,388.00	0
UB Meter Reader Interface SaaS	\$1,068.00	3.0	\$3,204.00	0
Tyler Cashiering SaaS	\$2,500.00	3.0	\$7,500.00	0
General Billing SaaS	\$640.00	3.0	\$1,920.00	0
CAMA Bridge SaaS	\$2,098.00	3.0	\$6,294.00	0
Accounts Receivable SaaS	\$2,881.00	3.0	\$8,643.00	0
Animal License SaaS	\$891.00	3.0	\$2,673.00	0
Payroll w/ESS SaaS	\$12,048.00	3.0	\$36,144.00	0
HR Management SaaS	\$5,762.00	3.0	\$17,286.00	0
Applicant Tracking SaaS	\$2,058.00	3.0	\$6,174.00	0
Cash Management SaaS	\$1,146.00	3.0	\$3,438.00	0
Work Orders, Fleet & Facilities Management SaaS	\$1,980.00	3.0	\$5,940.00	0
Requisitions SaaS	\$2,058.00	3.0	\$6,174.00	0
Purchase Orders SaaS	\$3,277.00	3.0	\$9,831.00	0
Project & Grant Accounting SaaS	\$1,578.00	3.0	\$4,734.00	0
Fixed Assets SaaS	\$3,292.00	3.0	\$9,876.00	0
Accounting/GL/BG/AP SaaS	\$8,606.00	3.0	\$25,818.00	0
TOTAL:	\$125,098.00		\$375,294.00	0

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$4,000.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$125,098.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$4,000.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$4,000.00	\$125,098.00

Contract Total \$379,294.00

All primary values quoted in US Dollars

Exhibit 2 -

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Service Level Agreement

I. Agreement Overview

This Service Level Agreement (“SLA”) operates in conjunction with, and does not supersede or replace any part of, the SaaS Agreement.

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This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has contracted with Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

II. Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

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Client Error Incident: Any service unavailability resulting from a Client’s applications, content or equipment, or the acts or omissions of any of Client’s service users or Client’s third-party providers over whom Tyler exercises no control.

Defect: Any failure of the licensed software that is recognized as a "defect" under the agreement through which Client licenses the Tyler software.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

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Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of Tyler’s applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

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a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

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To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle’s end.

The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Tyler Responsibilities

When Tyler’s support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

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Upon timely receipt of a Client’s Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler’s own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client’s Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

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Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client’s credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Client Relief Schedule

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Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request a report from Tyler that documents the preceding billing cycle’s Service Availability, Downtime,

any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

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V. Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.

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Exhibit 3 - Agreement dated June 9, 2010

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ASP: <input type="checkbox"/>		Product Order Form					
Company Id:	63267	Customer #:	41311	Customer Y:	<input checked="" type="checkbox"/>	Contract #:	17460
Customer:	County of Fluvanna		Sales Rep:	Gia Davis	ID:	GDavis	Tel:
Mailing Address:	County of Fluvanna		Orig Date:	10/09/2009	Rev Date:	06/23/2010	Ext:
	P.O. Box 540		Status:	Contract Signed			
	132 Main Street		Order #:	Softrax #16062/Epicor #90278 (Sign Sys & Keys)			
	Palmyra VA 22963		Cust PO #:				
Physical Address:	County of Fluvanna		Order Date:				

<p>Contact Name: Mr. Manny Rodriguez Director Telephone #: (434) 591-1910 x Fax: Email Address: mrodriguez@co.fluvanna.va.us Name / Title of the person signing the contract: Invoice Attn Of:</p>	<p>Admin Notes New Contract Project Manager = Becky Terry Install</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> RECEIVED JUN 24 2010 </div>
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Internal Comments:	Total Application Software:	\$106,505.00
	Total Hardware & System Software:	\$12,928.00
	Other Services:	\$24,100.00
	Total Consulting:	\$25,500.00
	Total Implementation:	\$109,275.00
	Total Conversion:	\$60,840.00
	Total Application Software Maintenance:	\$6,997.00
	Total System Software Maintenance:	\$950.00
	3rd Party Services Total:	\$0.00
	Total Charges:	\$347,095.00

OSDBA Support:	Exp Date:		\$\$:		Total Quote:	\$347,095.00
Munis Support Month:	Exp Date:		\$\$:		HW/OS Cost:	
Sales:	<i>Jane Hardy</i>			Credit:		
Date:	6-24-10			Date:		
Finance:	<i>SA</i>			Other:	<i>J. Connolly 6/23/10</i>	
Date:	6-22-10			Date:		



Quoted By: Gia Davis
Date: 06/23/2010
Quote Expiration: 00/00/n/a
Quote Name: Fluvanna County Core Functions
Quote Number: 17460

Sales Quotation For:

Mr. Manny Rodriguez
 County of Fluvanna
 P.O. Box 540
 132 Main Street
 Palmyra, VA 22963

Phone: (434) 591-1910
Fax:
Email: mrodriguez@co.fluvanna.va.us

1 Software

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total
FA-AC-SW-B	Accounting/GL/BG/AP - Software - B	1.00	\$11,500.00	\$11,500.00	\$2,875.00	\$8,625.00
FA-FA-SW-B	Fixed Assets - Software - B	1.00	\$4,400.00	\$4,400.00	\$1,100.00	\$3,300.00
FA-PA-SW-B	Project & Grant Accounting - Software - B	1.00	\$3,300.00	\$3,300.00	\$825.00	\$2,475.00
FA-PO-SW-B	Purchase Orders - Software - B	1.00	\$4,400.00	\$4,400.00	\$1,100.00	\$3,300.00
FA-RQ-SW-B	Requisitions - Software - B	1.00	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
FA-TM-SW-B	Treasury Management - Software - B	1.00	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
HR-AT-SW-B	Applicant Tracking - Software - B	1.00	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
HR-PM-SW-B	HR Management - Software - B	1.00	\$7,700.00	\$7,700.00	\$1,925.00	\$5,775.00
HR-PRESS-SW-B	Payroll w/ESS - Software - B	1.00	\$16,100.00	\$16,100.00	\$4,025.00	\$12,075.00
OF-GASB-SW-B	GASB 34 Report Writer - Software - B	1.00	\$6,500.00	\$6,500.00	\$1,625.00	\$4,875.00
OF-MO-SW-B	MUNIS Office - Software - B	1.00	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
OF-PL-SW-B	Role Tailored Dashboard - Software - B	1.00	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
OF-TCMSE-SW-B	TCM SE-Software-B	1.00	\$9,000.00	\$9,000.00	\$2,250.00	\$6,750.00
OF-TRS-SW-B	Tyler Reporting Services - Software - B	1.00	\$4,500.00	\$4,500.00	\$1,125.00	\$3,375.00
RB-AL-SW-B	Animal License - Software - B	1.00	\$1,650.00	\$1,650.00	\$412.00	\$1,238.00
RB-AR-SW-B	Accounts Receivable - Software - B	1.00	\$3,850.00	\$3,850.00	\$962.00	\$2,888.00
RB-CAMA-SW-C	CAMA Bridge - Software - C	1.00	\$4,400.00	\$4,400.00	\$1,100.00	\$3,300.00
RB-GB-SW-B	General Billing - Software - B	1.00	\$1,650.00	\$1,650.00	\$412.00	\$1,238.00
RB-TC-SW-B	Tyler Cashiering - Software - B	1.00	\$6,000.00	\$6,000.00	\$1,500.00	\$4,500.00
RB-TXVA-SW-C	VA Tax - Software - C	1.00	\$22,000.00	\$22,000.00	\$5,500.00	\$16,500.00
RB-UBCIS-SW-B	Utility Billing CIS - Software - B	1.00	\$7,200.00	\$7,200.00	\$1,800.00	\$5,400.00
RB-UBI-SW-B	UB Interface - Software - B	1.00	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
TF-AC-OS-B	Tyler Forms Processing - Software - B	1.00	\$5,000.00	\$5,000.00	\$1,250.00	\$3,750.00
TF-GD-GD-B	Tyler Forms-GoDocs-B	1.00	\$2,500.00	\$2,500.00	\$625.00	\$1,875.00
WEB-MSH-CR-SW-B	Citizen Self Service - Software - B	1.00	\$3,850.00	\$3,850.00	\$962.00	\$2,888.00
					Total:	Total:
					\$35,495.00	\$106,505.00

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
MISC-SV-001	Positive Pay/Bank Recon	1.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
SVC-OSDBA-	Install Fee - New Server Install-WIN-B					

WIN-B	(w/VS & WZ)	1.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
SVC-PROJ-PPS-B	Project Planning Services - B	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
TF-AC-IMP-B	Tyler Forms Processing - Configuration - B	1.50	\$1,000.00	\$1,500.00	\$0.00	\$1,500.00
TF-FL-SVC-B	Tyler Forms Financial Library - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-GBL-SVC-B	Tyler Forms General Billing Library - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-HR-SVC-B	Tyler Forms Human Resources Library - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-ST-8SF-C	Tyler Forms State Tax Library - 8 Forms - C	1.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
TF-UB-SVC-B	Tyler Forms Utility Billing Library - B	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
					Total:	Total:
					\$0.00	\$24,100.00

Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
FA-AC-CS-B	Accounting/GL/BG/AP - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-FA-CS-B	Fixed Assets - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-PA-CS-B	Project & Grant Accounting - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-PO-CS-B	Purchase Orders - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-RQ-CS-B	Requisitions - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-TM-CS-B	Treasury Management - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
HR-AT-CS-B	Applicant Tracking - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
HR-PM-CS-B	HR Management - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
HR-PRESS-CS-B	Payroll w/ESS - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
OF-PL-CS-B	Role Tailored Dashboard - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-AR-CS-B	Accounts Receivable - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-GB-CS-B	General Billing - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-TXVA-CS-C	VA Tax - Consulting - C	6.00	\$1,275.00	\$7,650.00	\$0.00	\$7,650.00
RB-UBCIS-CS-B	Utility Billing CIS - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-UBI-CS-B	UB Interface - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
					Total:	Total:
						\$25,500.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
FA-AC-TR-B	Accounting/GL/BG/AP - Training - B	5.00	\$1,175.00	\$5,875.00	\$0.00	\$5,875.00
FA-FA-TR-B	Fixed Assets - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-PA-TR-B	Project & Grant Accounting - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-PO-TR-B	Purchase Orders - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-RQ-TR-B	Requisitions - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-TM-TR-B	Treasury Management - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
HR-AT-TR-B	Applicant Tracking - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
HR-PM-TR-B	HR Management - Training - B	4.00	\$1,175.00	\$4,700.00	\$0.00	\$4,700.00
HR-PRESS-TR-B	Payroll w/ESS - Training - B	10.00	\$1,175.00	\$11,750.00	\$0.00	\$11,750.00
MISC-TR-001	Post Live Training	6.00	\$1,175.00	\$7,050.00	\$0.00	\$7,050.00
OF-GASB-TR-B	GASB 34 Report Writer - Training - B	3.00	\$1,175.00	\$3,525.00	\$0.00	\$3,525.00
OF-MO-TR-B	MUNIS Office - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-PL-TR-B	Role Tailored Dashboard - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-SY-TR-B	System Admin & Security - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-TCMSE-TR-B	TCM SE-Implementation/Training/PM - B	4.00	\$1,175.00	\$4,700.00	\$0.00	\$4,700.00
OF-TRS-TR-B	Tyler Reporting Services - Training - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00

OF-WF-HR-TR-B	Workflow-HR - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-WF-RB-TR-B	Workflow-Revenue - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-WF-TR-B	Workflow-Finance - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
RB-AL-TR-B	Animal License - Training - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
RB-AR-TR-B	Accounts Receivable - Training - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
RB-CAMA-TR-C	CAMA Bridge - Training - C	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
RB-GB-TR-B	General Billing - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
RB-TC-TR-B	Tyler Cashiering - Training - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
RB-TXVA-TR-C	VA Tax - Training - C	16.00	\$1,175.00	\$18,800.00	\$0.00	\$18,800.00
RB-UBCIS-BU-B	Utility Billing CIS - TR - Bill for UB - B	4.00	\$1,175.00	\$4,700.00	\$0.00	\$4,700.00
RB-UBCIS-TR-B	Utility Billing CIS - Training - B	15.00	\$1,175.00	\$17,625.00	\$0.00	\$17,625.00
RB-UBCIS-US-B	Utility Billing CIS - TR - Backflow - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
RB-UBI-TR-B	UB Interface - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
WEB-MSH-CR-TR-B	Citizen Self Service - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00

Total:
\$109,275.00

Conversion

Model #	Description	Quantity	Price	Extended Price	Discount	Conversion Total
CV-AC-OA-B	AC Opt 1 - Actuals - B	1.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
CV-AC-OB-B	AC Opt 2 - Budgets - B	1.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
CV-AC-STD-B	AC Standard COA - B	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-AL-OB-B	AL Opt 1 - Bills - B	1.00	\$2,940.00	\$2,940.00	\$0.00	\$2,940.00
CV-AL-STD-B	AL Std Master - B	1.00	\$2,520.00	\$2,520.00	\$0.00	\$2,520.00
CV-AP-OC-B	AP Opt 1 - Checks - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-AP-OI-B	AP Opt 2 - Invoice - B	1.00	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00
CV-AP-STD-B	AP Standard Master - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-GB-OPB-B	GB Opt 2 - Bills - B	1.00	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
CV-GB-OPR-B	GB Opt 1 - Recurring Invoices - B	1.00	\$1,680.00	\$1,680.00	\$0.00	\$1,680.00
CV-GB-STD-B	GB Std CID - B	1.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
CV-PR-OP1-B	PR Payroll - Option 1 Deductions - B	1.00	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00
CV-PR-OP2-B	PR Payroll - Option 2 Accrual Balances - B	1.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
CV-PR-OP3-B	PR Payroll - Option 3 Accumulators - B	1.00	\$1,400.00	\$1,400.00	\$0.00	\$1,400.00
CV-PR-OP4-B	PR Payroll - Option 4 Check History - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-PR-OP5-B	PR Payroll - Option 5 Earning/Deduction Hist - B	1.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
CV-PR-STD-B	PR Payroll - Standard - B	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-REPT-STD-C	Real Estate - Standard - C	1.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
CV-UB-OP1-B	Utility Billing - Option 1 Services - B	1.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
CV-UB-OP2-B	Utility Billing - Option 2 Assessments - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-UB-OP3-B	Utility Billing - Option 3 Consumption History - B	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-UB-OP4-B	Utility Billing - Option 4 Balance Forward AR - B	1.00	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
CV-UB-OP5-B	Utility Billing - Option 5 Service Orders - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-UB-OP6-B	Utility Billing - Option 6 Backflow - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-UB-OP6-H	Utility Billing - Option 6 Backflow - H	1.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
CV-UB-STD-B	Utility Billing - Standard - B	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00

Total:
\$60,840.00

Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
\$24,100.00	\$25,500.00	\$109,275.00	\$60,840.00	\$219,715.00
			Total Training Days: 93	Total Consulting Days: 20

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
FA-AC-SP-B	Accounting/GL/BG/AP - Support - B	1.00	\$2,070.00	\$2,070.00	\$2,070.00	\$0.00
FA-FA-SP-B	Fixed Assets - Support - B	1.00	\$792.00	\$792.00	\$792.00	\$0.00
FA-PA-SP-B	Project & Grant Accounting - Support - B	1.00	\$594.00	\$594.00	\$594.00	\$0.00
FA-PO-SP-B	Purchase Orders - Support - B	1.00	\$792.00	\$792.00	\$792.00	\$0.00
FA-RQ-SP-B	Requisitions - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
FA-TM-SP-B	Treasury Management - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
HR-AT-SP-B	Applicant Tracking - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
HR-PM-SP-B	HR Management - Support - B	1.00	\$1,386.00	\$1,386.00	\$1,386.00	\$0.00
HR-PRESS-SP-B	Payroll w/ESS - Support - B	1.00	\$2,898.00	\$2,898.00	\$2,898.00	\$0.00
OF-GASB-SP-B	GASB 34 Report Writer - Support - B	1.00	\$1,170.00	\$1,170.00	\$1,170.00	\$0.00
OF-MO-SP-B	MUNIS Office - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
OF-PL-SP-B	Role Tailored Dashboard - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
OF-TCMSE-SP-B	TCM SE-Support-B	1.00	\$1,620.00	\$1,620.00	\$1,620.00	\$0.00
OF-TRS-SP-B	Tyler Reporting Services - Support - B	1.00	\$1,125.00	\$1,125.00	\$1,125.00	\$0.00
RB-AL-SP-B	Animal License - Support - B	1.00	\$413.00	\$413.00	\$413.00	\$0.00
RB-AR-SP-B	Accounts Receivable - Support - B	1.00	\$693.00	\$693.00	\$693.00	\$0.00
RB-CAMA-SP-C	CAMA Bridge - Support - C	1.00	\$1,100.00	\$1,100.00	\$1,100.00	\$0.00
RB-GB-SP-B	General Billing - Support - B	1.00	\$297.00	\$297.00	\$297.00	\$0.00
RB-TC-SP-B	Tyler Cashiering - Support - B	1.00	\$1,080.00	\$1,080.00	\$1,080.00	\$0.00
RB-TXVA-SP-C	VA Tax - Support - C	1.00	\$5,500.00	\$5,500.00	\$5,500.00	\$0.00
RB-UBCIS-SP-B	Utility Billing CIS - Support - B	1.00	\$1,296.00	\$1,296.00	\$1,296.00	\$0.00
RB-UBI-SP-B	UB Interface - Support - B	1.00	\$495.00	\$495.00	\$495.00	\$0.00
SVC-OSDBA-OS-03	OS/DBA Contract Services	1.00	\$6,997.00	\$6,997.00	\$0.00	\$6,997.00
TF-AC-SP-B	Tyler Forms Processing - Support - B	1.00	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
WEB-MSH-CR-SP-B	Citizen Self Service - Support - B	1.00	\$693.00	\$693.00	\$693.00	\$0.00
					Total:	Total:
					\$27,989.00	\$6,997.00

4 System Software

Model #	Description	Quantity	Price	Extended Price	Discount	System Software Total
VAR-4JS-SL-LIC-B	Tyler Unlimited Client Access License - B	1.00	\$4,750.00	\$4,750.00	\$0.00	\$4,750.00
					Total:	Total:
					\$0.00	\$4,750.00

5 System Software Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	System Software Maintenance Total
VAR-4JS-SL-MNT-B	Tyler Unlimited Client Access Maintenance - B	1.00	\$950.00	\$950.00	\$0.00	\$950.00
					Total:	Total:
					\$0.00	\$950.00

6 Hardware

Model #	Description	Quantity	Price	Extended Price	Discount	Hardware Total
TF-SS-EA	Tyler Secure Signature Key – Additional	1.00	\$150.00	\$150.00	\$0.00	\$150.00
TF-SS-KEY	Tyler Secure Signature Key with System	1.00	\$0.00	\$0.00	\$0.00	\$0.00
TF-SS-S1	Tyler Secure Signature System	1.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
VAR-CASH-HDW-3601	Hand Held Scanner-Model 4600G	4.00	\$324.00	\$1,296.00	\$0.00	\$1,296.00
VAR-CASH-HDW-3605	Power Supply	4.00	\$28.00	\$112.00	\$0.00	\$112.00
VAR-CASH-HDW-3606	Printer-(EPSON TM-H6000iii)	4.00	\$1,094.00	\$4,376.00	\$0.00	\$4,376.00
VAR-CASH-HDW-3607	Cash Drawer	4.00	\$131.00	\$524.00	\$0.00	\$524.00
VAR-CASH-HDW-3610	ID Tech MiniMag USB Reader	4.00	\$55.00	\$220.00	\$0.00	\$220.00
					Total:	Total:
					\$0.00	\$8,178.00

Summary

	Fees	Maintenance
Total Software	\$106,505.00	\$6,997.00
Total Services	\$219,715.00	
Total System Software	\$4,750.00	\$950.00
Total Hardware	\$8,178.00	
Summary Total	\$339,148.00	\$7,947.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Tyler's OSDBA and Disaster Recovery Services are calculated at 25% of MUNIS annual maintenance. There is a \$2500 minimum for OSDBA and a \$5000 minimum for Disaster Recovery.

Database and Operating System licensing is the responsibility of the client. Neither are included in this quote.

Optional Software and Services - not included in Totals

Model #	Description	Quantity	Price	Extended Price	Discount	Software and Services Total
CV-BL-OB-B	BL Opt 1 - Bills - B	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
CV-BL-STD-B	BL Std Master - B	1.00	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
CV-FA-OH-B	FA Opt 1 - History - B	1.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
CV-FA-STD-B	FA Std Master - B	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-IN-OPC-B	IN Opt 1 - Commodity Codes - B	1.00	\$840.00	\$840.00	\$0.00	\$840.00
CV-IN-STD-B	IN Std Master - B	1.00	\$2,400.00	\$2,400.00	\$0.00	\$2,400.00

CV-PI-OP1-C	Permits and Code Enforcement - Option 1 - C	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
CV-PI-OP2-C	Permits and Code Enforcement - Option 2 - C	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-PI-OP3-C	Permits and Code Enforcement - Option 3 - C	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-PI-STD-C	Permits and Code Enforcement - Standard - C	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-WO-OP1-B	WO Opt 1 - Work Order Asset - B	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-WO-OP2-B	WO Opt 2 - Closed WO History No Cost Data - B	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
CV-WO-OP3-B	WO Opt 3 - WO History With Cost Data - B	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
FA-BM-CS-B	Bid Management - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-BM-SP-B	Bid Management - Support - B	1.00	\$396.00	\$396.00	\$0.00	\$396.00
FA-BM-SW-B	Bid Management - Software - B	1.00	\$2,200.00	\$2,200.00	\$0.00	\$2,200.00
FA-BM-TR-B	Bid Management - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-CM-CS-B	Contract Management - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-CM-SP-B	Contract Management - Support - B	1.00	\$324.00	\$324.00	\$0.00	\$324.00
FA-CM-SW-B	Contract Management - Software - B	1.00	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00
FA-CM-TR-B	Contract Management - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-EER-CS-B	Employee Expense Reimbursement - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-EER-SP-B	Employee Expense Reimbursement - Support - B	1.00	\$396.00	\$396.00	\$0.00	\$396.00
FA-EER-SW-B	Employee Expense Reimbursement - Software - B	1.00	\$2,200.00	\$2,200.00	\$0.00	\$2,200.00
FA-EER-TR-B	Employee Expense Reimbursement - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-IN-CS-B	Inventory - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-IN-SP-B	Inventory - Support - B	1.00	\$792.00	\$792.00	\$0.00	\$792.00
FA-IN-SW-B	Inventory - Software - B	1.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00
FA-IN-TR-B	Inventory - Training - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
FA-PBB-CS-B	Performance Based Budgeting - Consulting - B	3.00	\$1,275.00	\$3,825.00	\$0.00	\$3,825.00
FA-PBB-SP-B	Performance Based Budgeting - Support - B	1.00	\$900.00	\$900.00	\$0.00	\$900.00
FA-PBB-TR-B	Performance Based Budgeting - Training - B	3.00	\$1,175.00	\$3,525.00	\$0.00	\$3,525.00
FA-WO-CS-B	Work Orders - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-WO-FC-B	Facilities Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-WO-FLC-B	Fleet Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-WO-FLT-B	Fleet Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-WO-FT-B	Facilities Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-WO-SP-B	Work Orders, Fleet & Facilities - Support - B	1.00	\$990.00	\$990.00	\$0.00	\$990.00
FA-WO-SW-B	Work Orders, Fleet & Facilities - Software - B	1.00	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00
FA-WO-TR-B	Work Orders - Training - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
MISC-HW-001	Servers - Co. to purchase	1.00	\$24,778.00	\$24,778.00	\$0.00	\$24,778.00
OF-TIW-CS-B	Tyler Pulse - Consulting - B	2.00	\$1,275.00	\$2,550.00	\$0.00	\$2,550.00
OF-TIW-SP-B	Tyler Pulse - Support - B	1.00	\$3,750.00	\$3,750.00	\$0.00	\$3,750.00
OF-TIW-TR-B	Tyler Pulse - Training - B	6.00	\$1,175.00	\$7,050.00	\$0.00	\$7,050.00
OF-TIWCTA-CS-B	Tyler Pulse Connection (Tyler Application) CS - B	2.00	\$1,275.00	\$2,550.00	\$0.00	\$2,550.00
OF-TIWCTA-SP-B	Tyler Pulse Connection (Tyler	1.00	\$0.00	\$0.00	\$0.00	\$0.00

	Application) SP - B					
OF-TIWCTA-TR-B	Tyler Pulse Connection (Tyler Application) TR - B	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
OF-TIWCTPA-CS-B	Tyler Pulse Connection (Third Party App.) CS - B	2.00	\$1,275.00	\$2,550.00	\$0.00	\$2,550.00
OF-TIWCTPA-SP-B	Tyler Pulse Connection (Third Party App.) SP - B	1.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
OF-TIWCTPA-TR-B	Tyler Pulse Connection (Third Party App.) TR - B	6.00	\$1,175.00	\$7,050.00	\$0.00	\$7,050.00
RB-BL-CS-B	Bus Licenses - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-BL-SP-B	Bus Licenses - Support - B	1.00	\$594.00	\$594.00	\$0.00	\$594.00
RB-BL-SW-B	Bus Licenses - Software - B	1.00	\$3,300.00	\$3,300.00	\$0.00	\$3,300.00
RB-BL-TR-B	Bus Licenses - Training - B	4.00	\$1,175.00	\$4,700.00	\$0.00	\$4,700.00
RB-CP-SW-C	Central Property File - Software - C	1.00	\$2,200.00	\$2,200.00	\$2,200.00	\$0.00
RB-PI-CS-C	Permits Code Enforce - Consulting - C	2.00	\$1,275.00	\$2,550.00	\$0.00	\$2,550.00
RB-PI-SP-C	Permits Code Enforce - Support - C	1.00	\$2,640.00	\$2,640.00	\$0.00	\$2,640.00
RB-PI-SW-C	Permits Code Enforce - Software - C	1.00	\$13,200.00	\$13,200.00	\$0.00	\$13,200.00
RB-PI-TR-C	Permits Code Enforce - Training - C	13.00	\$1,175.00	\$15,275.00	\$0.00	\$15,275.00
RB-VA-CS-C	VA Income Tax - Consulting - C	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-VA-SP-C	VA Income Tax - Support - C	1.00	\$540.00	\$540.00	\$0.00	\$540.00
RB-VA-SW-C	VA Income Tax - Software - C	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
RB-VA-TR-C	VA Income Tax - Training - C	2.00	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
SVC-DIS-DR-01	MUNIS Disaster Recovery Service	1.00	\$6,997.00	\$6,997.00	\$0.00	\$6,997.00
SVC-TVL-EST	Estimated Travel Expenses	1.00	\$45,831.00	\$45,831.00	\$0.00	\$45,831.00
TF-BL-SVC-B	Tyler Forms Business License Library - B	1.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
TF-PL-SVC-C	Tyler Forms Permits Library - C	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
VAR-BMI-ACC-SCAN	BMI-Fixed Asset Scanner	1.00	\$2,195.00	\$2,195.00	\$0.00	\$2,195.00
VAR-BMI-ASTRK	BMI-ASSETTRACK-PPC for MUNIS (Incl. Install Fee)	1.00	\$8,895.00	\$8,895.00	\$0.00	\$8,895.00
WEB-MSH-SELF-INS	Self Service Installation Fee (Client Hosted)	1.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
WEB-MSH-VND-SP-B	Business and Vendor Self Service - Support - B	1.00	\$495.00	\$495.00	\$0.00	\$495.00
WEB-MSH-VND-SW-B	Business and Vendor Self Service - Software - B	1.00	\$2,750.00	\$2,750.00	\$0.00	\$2,750.00
WEB-MSH-VND-TR-B	Business and Vendor Self Service - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00

Unless otherwise indicated in the Contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

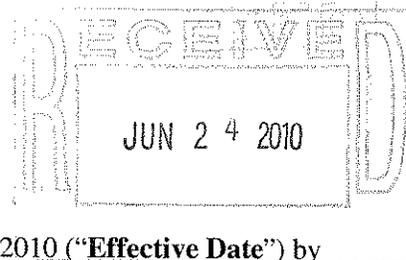
Total: \$254,153.00

Customer Approval: _____
 Print Name: _____

Date: _____
 P.O. #: _____

All primary values quoted in US Dollars

AGREEMENT



This agreement (“**Agreement**”) is made this 9th day of June 2010 (“**Effective Date**”) by and between Tyler Technologies, Inc., a Delaware corporation authorized to conduct business in the Commonwealth of Virginia, with offices at 370 U.S. Route 1, Falmouth, Maine 04105 (“**Tyler**”) and the County of Fluvanna, a political subdivision of the Commonwealth of Virginia, with offices at 132 Main Street, Palmyra, VA 22963 (“**Client**”).

WHEREAS Client issued a Request for Proposal on September 2, 2009 (“**RFP**”) for the purpose of acquiring a Municipal Software System (“**System**”), including but not limited to software licenses, hardware, data conversion, training, consultation and various services;

WHEREAS Tyler responded to Client’s Request for Proposal with a Proposal dated October 30, 2009 (“**Proposal**”);

WHEREAS the Board of Supervisors of the County of Fluvanna, on May 19, 2010 authorized the award to Tyler of the contract for furnishing, delivering, installing, and implementing the specified System;

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.

ARTICLE 1 – SCOPE OF SERVICES

1. Tyler shall provide all of the products and services as set forth on **EXHIBIT 1 -- Scope of Services**, provided that the Services and the Optional Software and Services (for the additional costs associated with such Optional Software and Services) set forth on Exhibit 1 shall be provided at the election of the Client and Client shall be charged for the Services and any Optional Software and Services elected by Client only to the extent that such are actually received by Client.
2. Client agrees to designate a staff member as Client’s primary liaison to Tyler for purposes of coordinating Tyler’s activities and the installation and implementation of the System.
3. Tyler will diligently prosecute the installation and implementation of the System on a mutually agreeable timeline to be developed by the parties. Following execution of this Agreement, Tyler will furnish an updated project schedule (the “**Implementation Planning Document**”) based on the Effective Date and taking into account any adjustments necessary to accommodate critical functions of Client that fall within the timeline of the project.
4. Tyler will provide the necessary personnel and devote the necessary resources to complete the work contracted in accordance with this Agreement.

ARTICLE 2 -- PAYMENT

1. The amounts to be paid by Client for the products and services to be provided by Tyler as set forth on Exhibit 1, exclusive of additional or Optional Software and Services, shall be as follows:
 - a. Tyler Software Products (exclusive of the CAMA Bridge): a fixed price of \$103,205.00, to be invoiced upon installation of the Tyler Software Products (exclusive of the CAMA Bridge);

- b. Tyler Software Products (CAMA Bridge only): a fixed price of \$3,300.00, to be invoiced upon Tyler making that software available to Client for download;
- c. Third Party Products (Hardware only): a fixed price of \$8,178.00, to be invoiced upon delivery of the hardware to Client;
- d. Third Party Products (System Software): a fixed price of \$4,750.00, to be invoiced upon installation of the Tyler Software Products (exclusive of the CAMA Bridge);
- e. Services (including Consulting, Training and Conversion): fees not to exceed a total of \$219,715.00, to be invoiced as provided/incurred at the election of Client, but in no event more often than bi-weekly. Such amount includes a fixed fee of \$3,000.00 for Project Planning Services, to be invoiced upon delivery of the mutually agreeable Implementation Planning Document;
- f. Maintenance Services:
 - i. Maintenance of Tyler Software Products: a fixed price of \$27,989.00 for the first year, all of which is hereby waived by Tyler except that the OS/DBA Maintenance Fee shall be payable as provided in section (iii) below. Annual maintenance fee for subsequent years will be due on the anniversary of the installation date of the Tyler Software Products (exclusive of the CAMA Bridge).
 - ii. Tyler Unlimited Client Access Maintenance: a fixed price of \$950.00 for the first year, to be invoiced upon installation of the Tyler Software Products (exclusive of the CAMA Bridge). Annual maintenance fee for subsequent years will be due on the anniversary of the installation date of the Tyler Software Products (exclusive of the CAMA Bridge).
 - iii. OS/DBA Contract Services: a fixed price of \$6,997.00 for the first year, to be invoiced upon installation of the Tyler Software Products (exclusive of CAMA Bridge). OS/DBA Contract Services will renew automatically for additional one (1) year terms at Tyler's then-current OS/DBA fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

2. The foregoing amounts to be paid by Client are additionally itemized in a confidential Sales Quotation dated June 9, 2010 ("Confidential Sales Quotation"). The Confidential Sales Quotation has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by Tyler ("Trade Secret"). A Trade Secret includes but is not limited to any formula, pattern, device or compilation of information which is used in one's business which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm Tyler if any of our Trade Secrets were known to our competitors, it is Tyler's policy that the Confidential Sales Quotation not be disclosed to any party outside of the Client.

3. Installation of the Tyler Software Products shall be deemed to have taken place on the date of installation of the last to be installed of the Tyler Software Products.

4. Consulting and Training Services will be invoiced in half-day and full-day increments.

5. Prices above do not include travel expenses incurred. Actual travel expenses incurred will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be quoted at the time of such request. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available. A copy of Tyler's current Business Travel Policy is attached hereto as **Exhibit 4** and a summary of Tyler's Estimated Travel Expenses is attached hereto as **Exhibit 6** for reference, however, the actual amount of travel expenses may vary and the same is not a limit of cap on such expenses.

6. Payment of each invoice shall be due within thirty (30) days following invoice date.
7. (a) Fees for Maintenance Services, will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees applicable to subsequent terms.
- (b) Tyler reserves the right to suspend Maintenance Services if Client fails to pay undisputed Maintenance Services fees within sixty (60) calendar days of the due date. Tyler shall reinstate Maintenance Services upon Client's payment of all past due Maintenance Services fees, including all such fees for the periods during which services were suspended.
- (c) Tyler shall not increase Maintenance Services fees by more than 5% from the previous year's rate for renewals in years two through five.
8. In the event software modifications are requested by Client, Tyler will perform a modification upon execution by Client and Tyler of a written addendum to this Agreement identifying the modification and specifying the price thereof. Tyler shall invoice Client fees for modifications 25% upon delivery of specifications and 75% upon delivery of modification. In the event Client does not report an issue with such modification to Tyler within thirty (30) days following delivery of the modification to Client, the modification will be deemed in compliance with the specifications. All modifications shall be deemed to be Tyler Software Products for purposes of this Agreement.
9. Additional Products and Services:
- (a) Client may elect to purchase additional products and services from Tyler upon execution by Client and Tyler of a written addendum to this Agreement identifying the additional products and/or services and specifying the price thereof. The Confidential Sales Quotation itemizes certain optional products and services. The pricing for optional products and services set forth on the Confidential Sales Quotation shall be valid for eighteen (18) months from the Effective Date. Additional products and services not priced in the Confidential Sales Quotation may be purchased at Tyler's then current rates.
- (b) Tyler shall invoice Client fees for additional services if and as provided.
- (c) Tyler shall invoice Client fees for additional software products upon Verification of such products. Tyler shall invoice Client fees for additional third party hardware products upon delivery of such products to Client.
- (d) Any maintenance services purchased by Client which are not covered by this Maintenance Agreement, as set forth in **Paragraph 4 of Article 3, Section C - Maintenance Agreement**, including materials and expenses ("**Additional Maintenance Services**"), will be billed to Client at Tyler's then current rates.
- (e) Verification by Tyler as set forth in **Paragraph 3(a) of Article 3, Section A – Software License Agreement** is an additional service.

ARTICLE 3 – ADDITIONAL PROVISIONS

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 and related interfaces described on **Exhibit 1** attached

hereto and identified therein as the “**Tyler Software Products**” and Tyler user guides provided in or with the Tyler Software Products (“**User Guides**”) 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 fee for the applicable Tyler Software Product (the “**Software Fee**”) in full. Upon Client's payment in full of the Software Fee, 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 User Guides.

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. Client's disclosed users (the “**Licensed Parties**”) consist of: the County of Fluvanna, including but not limited to all officers, agencies and departments thereof; the courts of the County of Fluvanna; the constitutional officers of the County of Fluvanna; and the employees and agents of the foregoing.

d) The right to transfer the Tyler Software Products to replacement hardware systems is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance provided by Tyler to accommodate a transfer. Client shall provide advance written notice to Tyler of any such transfer.

e) **CLIENT ACKNOWLEDGES AND AGREES THAT THE TYLER SOFTWARE PRODUCTS AND USER GUIDES ARE PROPRIETARY TO TYLER AND HAVE BEEN DEVELOPED AS TRADE SECRETS AT TYLER'S EXPENSE.** To the extent permitted by law and consistent with Client's reasonable use of the Tyler Software Products, Client shall use its best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides .

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 backup and 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 Tyler User Guides for internal use only or as otherwise required by applicable law.

h) Tyler maintains, and shall maintain so long as this Agreement remains in effect as to any of the Tyler Software Products, an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products in escrow. At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Tyler represents that a current true and complete copy of the escrow agreement is attached hereto as Exhibit 7. Client will pay the annual beneficiary fee (currently \$700) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

i) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software Fees set forth in **Article 2** above.

3. Verification of the Tyler Software Products.

Client shall select one (1) of the following two (2) options (each “**Verification**”) within thirty (30) days of installation by providing written notice to Tyler in accordance with **Paragraph 15 of Article 3, Section E** below:

a) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the

Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or

b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.

c) Verification as described herein will be final and conclusive except for latent defect, fraud, or a gross mistake that amounts to fraud. In the event Verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under **Paragraph 4 Limited Warranty of Article 3, Section A - Software License Agreement** above.

d) Tyler shall promptly correct any functions of the Tyler Software Products that fail Verification.

4. 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 Tyler User Guides and the functional descriptions of the Tyler Software Products in the Proposal. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is “**Defective**” if it contains a 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 (Tyler's current support call process is set forth in the document attached hereto as **Exhibit 3**). Should Tyler be unable to cure the Defect or provide a replacement product, Client will be entitled to a refund of the Software Fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, which will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend, indemnify and hold harmless Client, its officers, agents and employees (the “**Indemnified Parties**”) against any claim by any third party 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 **Paragraph 5** are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifying Tyler in writing upon receipt by Client of written notice of any such claim;
- ii. Giving Tyler reasonable cooperation, information, and assistance in connection with the claim, which shall be at no expense to Client.
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim, which Tyler shall conduct with due diligence and in good faith.

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, except as contemplated by this Agreement or otherwise authorized by Tyler in writing;
- 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 not authorized by Tyler in writing, 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 the Licensed Parties and their 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 the subject of a claim hereunder.

d) Remedy.

i. In the event that Client's use of a Tyler Software Product is enjoined or otherwise prohibited, Tyler will, at its election:

- (a) Procure for Client the right to continue using the infringing Tyler Software Product;
- (b) Modify or replace the infringing Tyler Software Product so that it becomes non-infringing;
- or
- (c) Terminate Client's license for the infringing Tyler Software Product and refund to Client the Software Fees, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, along with the prorated portion of any Maintenance Fees previously paid by Client.

ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Tyler be liable to Client 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 Client's use of the Tyler Software Products. Except as otherwise expressly set forth in this Agreement, Tyler's liability for damages and expenses arising out of this **Software License Agreement**, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of the Software Fees paid by Client. The Software Fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in **Exhibit 1 – Scope of Services**, as elected by Client, including Consulting, Training, Conversion, and other miscellaneous Services (the “**Services**”). As Services are provided by Tyler, Tyler will obtain from Client a sign-off that such Services have been rendered.

2. Limitation of Liability. In no event shall Tyler be liable to Client 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 provision or quality of the Services. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to 2 times the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in Confidential Sales Quotation and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

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

4. Services Warranty. Tyler warrants that it shall perform all Services in a timely, professional, workmanlike manner, consistent with industry standards. In the event Tyler provides Services that do not conform to this

warranty, Tyler will re-perform the Services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

1. Maintenance Services. Client agrees to purchase and Tyler agrees to provide maintenance of the Tyler Software Products and Tyler Unlimited Client Access Maintenance (the “**Maintenance Services**”) for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. The Maintenance Agreement contained in this **Article 3, Section C** is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler’s then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

3. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

- a) In a timely, professional, good and workmanlike manner, perform its obligations in accordance with Tyler’s then-current support call process (Tyler’s current support call process is set forth in the document attached hereto as **Exhibit 3**) 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 will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in **Exhibit 3 - Support Call Process**.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) 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 , including major releases, so that Client at all times has the option of operating on a fully-supported release. Third Party Products, installation, consulting and training services related to the new releases will be made available 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.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler’s then-current release life cycle policy.

4. Limitations and Exclusions. 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, or support outside Tyler’s normal business hours.

5. Client Responsibilities.

- a) 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.
- b) 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 a modem connectivity (including PC-Anywhere, if necessary) for backup connectivity purposes. In the event Client uses the Tyler Software Products on a Windows platform, Client will maintain a modem connection through PC-Anywhere. Tyler, at its option, will use the connection to assist with problem diagnosis and

resolution.

6. Limitation of Liability. In no event shall Tyler be liable to Client 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 provision or quality of Maintenance Services. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two times the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in **Exhibit 1** (collectively, the “**Third Party Products**”).

2. License of System Software.

- a) Upon Client's payment in full of the price for the Third Party Products (System Software) as set forth in **Article 2** above, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the System Software (each a “**Developer**”, collectively “**Developers**”) shall retain ownership of the System Software.
- c) The right to transfer the System Software to replacement hardware systems is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
- d) **CLIENT ACKNOWLEDGES AND AGREES THAT THE SYSTEM SOFTWARE AND RELATED DOCUMENTATION ARE PROPRIETARY TO THE DEVELOPER AND HAVE BEEN DEVELOPED AS TRADE SECRETS AT THE DEVELOPER'S EXPENSE.** To the extent permitted by law and consistent with Client’s reasonable use thereof, Client shall use its best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation .
- e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
- f) Client may make copies of the System Software for backup and archive purposes only, Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only, or as otherwise required by applicable law.

3. Delivery. The prices for Third Party Products include costs for shipment while in transit from the Developer or other supplier to Client.

4. Installation and Acceptance. Upon completion of installation of the Third Party Products, Tyler will provide to Client a certification of completion, or similar document verifying successful installation and functioning. Such verification will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

- a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
- b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this **Article 3, Section D - Third Party Product Agreement**, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
- c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products and shall reasonably cooperate with Client as necessary to see that Client receives the full benefit of any applicable warranty.

7. Maintenance.

- a) Client has elected to purchase through Tyler maintenance services on the System Software as set forth in **Exhibit 1 -- Scope of Services**. In the event Client discontinues Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
- b) So long as Client continues to purchase Tyler maintenance services on the System Software, Tyler will facilitate resolution of any defect in a System Software product with the Developer.
- c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee for such releases purchased by Client.

8. Limitation of Liability. In no event shall Tyler be liable to Client 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 Third Party Products. Except as otherwise expressly set forth in this Agreement, Tyler's liability for damages and expenses arising out of this **Article 3, Section D - Third Party Product Agreement**, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. Client is tax-exempt and will provide Tyler with Client's tax-exempt certificate. Tyler shall be solely responsible for any taxes incurred by Tyler, including, without limitation, sales, use or excise tax. In the event that Client shall lose its tax exempt status or it is determined that Tyler is otherwise required to withhold or pay such taxes in the future, the same shall be billable to Client.

2. Invoice Dispute.

- a) In the event Client believes products or services do not conform to warranties in this Agreement, Client may withhold payment of the disputed portion of an invoice as set forth hereinafter, provided that Client provides written notice to Tyler within thirty (30) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan and, if applicable, causes the products or services to conform to the warranties in this Agreement. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan solely because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
- b) Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. 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).

4. Indemnification.

Except as expressly limited by this Agreement, 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, costs of investigation and costs of any appeal provided, however that for any appeal initiated by the County, Tyler consent to such appeal) arising from Tyler's negligence or willful misconduct.

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. Claims Procedure. The procedure for consideration by the County of contractual claims shall be that set forth in Virginia Code Section 15.2-1243, et seq., including all rights of appeal pursuant thereto.

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 the Commonwealth of Virginia without regard for the conflict of laws principles of any jurisdiction. Exclusive

jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Tyler shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement.

9. 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 the Contract Documents.

10. 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.

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

12. Termination. 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.

13. Approval of Agreement. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client. Tyler represents and warrants to Client that this Agreement has been properly authorized and executed on behalf of Tyler and is a binding obligation upon Tyler.

14. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld. Tyler shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of Client, which may be granted or withheld in Client's sole discretion, except that Tyler may, without the prior written consent of the Client, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets. Without limiting the foregoing, Client and Tyler bind themselves and their respective successors and assigns to this Agreement. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, agent or employee of Client.

15. Notices. All notices 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:

- 1) Actually received, or
- 2) Five (5) 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.

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:

Tyler Technologies, Inc.
370 US Route 1
Falmouth, ME 04105

Fluvanna County
132 Main Street
Palmyra, VA 22963

Attention: Contracts Manager

Attention: Manny Rodriguez, IT Director

16. 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.

17. Insurance. Tyler shall maintain at all times during the performance of this Agreement, and prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000;
- d) Excess Liability of at least \$2,000,000 aggregate over above policy limits; and
- e) Workers compensation complying with Virginia statutory requirements.

18. Confidentiality. (i) Tyler recognizes that its employees and agents, in the course of performance of this Agreement, may be exposed to sensitive information and that disclosure of such information could violate rights or harm the interests of individuals and entities. Tyler agrees that it shall not disclose any data or information obtained by it in the course of performance of this Agreement (other than information which is readily available from sources available to the general public) 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. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is readily available from sources available to the general public;
- b) Is disclosed with the prior written consent of the Client;
- c) Is disclosed pursuant to applicable law, rule, regulation or the valid order of a court or administrative agency, provided, however, that Tyler shall give Client prompt notice of the service of process or other request or documentation that underlies such requirement and use its best efforts to assist Client if Client wishes to obtain a protective order or otherwise protect the confidentiality of such information. Client reserves the right to obtain a protective order or otherwise protect the confidentiality of its information.

(ii) Provided that Tyler has properly invoked the protections of the Virginia Public Procurement Act (Virginia Code Section 2.2-4300 et seq.) and/or the Virginia Freedom of Information Act (Virginia Code Section 2.2-3700 et seq.), as applicable, with respect to such information, Client agrees that it shall not disclose data or information that it is required or permitted to withhold from disclosure under the foregoing acts obtained by it in the course of performance of this Agreement (other than information which is readily available from sources available to the general public) 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. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is readily available from sources available to the general public;
- b) Is disclosed with the prior written consent of Tyler;
- c) Is disclosed pursuant to applicable law, rule, regulation or the valid order of a court or administrative agency.

(iii) Tyler acknowledges that this Agreement, together with the Exhibits attached hereto is not to be deemed confidential and that the Contract Documents shall be confidential only to the extent that such constitute cost estimates in accordance with Virginia Code Section 2.2-4342 (B) and/or trade secrets or proprietary information submitted by an offeror as to which the offeror has followed the requirements of Virginia Code Section 2.2-4342 (F).

19. Nondiscrimination Assurances. Tyler shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and

Section 2.2-4311 of the Virginia Procurement Act.

a. During the performance of this Agreement, Tyler agrees as follows: Tyler will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Tyler. Tyler agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Tyler, in all solicitations or advertisements for employees placed by or on behalf of Tyler, will state that Tyler is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this **Article 3, Section E, Paragraph 19**.

b. Tyler shall include the provisions of the foregoing paragraph in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon every subcontractor or vendor.

20. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld. In the event that any subcontractors are used by Tyler in connection with the work, Tyler shall:

(a) Within 7 days after receipt of amounts paid to Tyler for work performed by a subcontractor, either:

(1) Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under this contract; or

(2) Notify the Client and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

(b) Tyler shall require (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

(c) Tyler shall pay interest to any subcontractor on all amounts owed by Tyler that remain unpaid after seven days following receipt by Tyler of payment from the Client for work performed by the subcontractor under this contract, except for amounts withheld as allowed in subdivision (a)(2) above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent per month.

(d) Tyler shall include in each of its subcontracts under this contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements with respect to each lower tier subcontractor.

(e) Tyler's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this **Article 3, Section E, Paragraph 20** shall not be construed to be an obligation of the Client. No contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

21. Drug Free Workplace. During the performance of this Agreement, Tyler agrees to (i) provide a drug-free workplace for Tyler's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Tyler's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Tyler that Tyler maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$ 10,000, so

that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this **Article 3, Section E, Paragraph 21**, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

22. Compliance with Immigration Law. Tyler does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
23. 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.
24. Sovereign Immunity. Nothing contained in this Agreement shall be deemed to be a waiver of Client's sovereign immunity.
25. Titles. The titles and section headings herein are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
26. Attorneys' Fees. In the event of a dispute between the Client and Tyler which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including but not limited to reasonable attorneys' fees, at all levels of proceedings, including bankruptcy at the discretion of the fact-finder.
27. No Waiver. Neither any payment for, nor acceptance of, the whole or any part of the services by the Client, nor any extension of time, shall operate as a waiver of any provision of this Agreement, nor of any power herein reserved to the Client, or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. Failure of the Client to require compliance with any term or condition of this Agreement shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.
28. No Finance Charges. No finance charges shall be paid by the Client.
29. Key Personnel. Tyler shall use best efforts to make no substitutions of key personnel prior to Verification of the Tyler Software Products and the successful conversion and re-transfer to Client of Client's data, unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by Client. Tyler shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the following information: Tyler shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by Client. The proposed substitute should have comparable qualifications to those of the person being replaced. Client will notify Tyler within 15 calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

SECTION F – SPECIFIC TERMS AND CONDITIONS

1. Authorized to do Business in Virginia. Tyler shall maintain its certificate of authority to conduct business in the Commonwealth of Virginia at all times during the term of this Agreement.

2. Shipping. Delivery will be F.O.B. Client's location.

3. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

4. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

5. Data Ownership and Format. Client reserves all rights of ownership to all information, data and materials given to the Contractor in connection with the System, in whatever format provided, including all compilations. Client's data shall be maintained at all times in an industry standardized format (SQL or such other format as may be approved by Client, in its sole discretion) and Client's data shall be readily available and accessible to Client for use without need for data conversion.

6. Contract Documents. The "Contract Documents" are made a part of this Agreement and consist of the following:

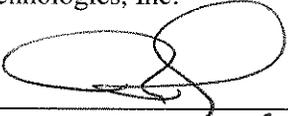
- This Agreement
- Exhibit 1 – Scope of Services
- Exhibit 2 – Verification Test
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Adobe End User License Agreement
- Exhibit 6 – Estimated Travel Expenses
- Exhibit 7 – Escrow Agreement
- Proposal (which includes information marked as confidential and/or proprietary)
- RFP
- Confidential Sales Quotation

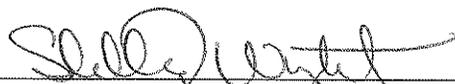
7. Interpretation of conflicting terms. In the event that terms of the RFP or Proposal conflict with this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.

County of Fluvanna

By: 

By: 

Name: Richard E. Peterson, Jr.

Name: Shelly Wright

Title: President - ERP and School Division

Title: Interim County Admin.

Date: 6-9-10

Date: 6-11-10

APPROVED AS TO FORM:


FLUVANNA COUNTY ATTORNEY

Exhibit 1

Scope of Services

[TO BE INSERTED]



Quoted By:
Date:
Quote Expiration:
Quote Name:
Quote Number:

Gia Davis
 6/9/2010
 00/00/n/a
 Fluvanna County Core
 Functions
 17460

Scope of Services:

Ms. Shelly Wright
 County of Fluvanna

Phone:
Fax:

(434) 591-1910

P.O. Box 540
 132 Main Street
 Palmyra, VA 22963

Email:

swright@co.fluvanna.
 va.us

1 Tyler Software Products

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total
FA-AC-SW-B	Accounting/GL/BG/AP - Software - B	1				
FA-FA-SW-B	Fixed Assets - Software - B	1				
	Project & Grant Accounting - Software					
	- B	1				
FA-PA-SW-B	Purchase Orders - Software - B	1				
FA-PO-SW-B	Purchase Orders - Software - B	1				
FA-RQ-SW-B	Requisitions - Software - B	1				
FA-TM-SW-B	Treasury Management - Software - B	1				
HR-AT-SW-B	Applicant Tracking - Software - B	1				
HR-PM-SW-B	HR Management - Software - B	1				
HR-PRESS-SW-B	Payroll w/ESS - Software - B	1				
OF-GASB-SW-B	GASB 34 Report Writer - Software - B	1				
OF-MO-SW-B	MUNIS Office - Software - B	1				
	Role Tailored Dashboard - Software -					
	B	1				
OF-PL-SW-B						

SW

OF-TCMSE-SW-B	TCM SE-Software-B	1
	Tyler Reporting Services - Software - B	1
OF-TRS-SW-B	B	1
RB-AL-SW-B	Animal License - Software - B	1
RB-AR-SW-B	Accounts Receivable - Software - B	1
RB-CAMA-SW-C	CAMA Bridge - Software - C	1
RB-GB-SW-B	General Billing - Software - B	1
RB-TC-SW-B	Tyler Cashiering - Software - B	1
RB-TXVA-SW-C	VA Tax - Software - C	1
RB-UBCIS-SW-B	Utility Billing CIS - Software - B	1
RB-UBI-SW-B	UB Interface - Software - B	1
TF-AC-OS-B	Tyler Forms Processing - Software - B	1
TF-GD-GD-B	Tyler Forms-GoDocs-B	1
WEB-MSH-CR-SW-B	Citizen Self Service - Software - B	1

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
MISC-SV-001	Positive Pay/Bank Recon Install Fee - New Server Install-WIN-	1				
SVC-OSDBA-WIN-B	B(w/VS & WZ)	1				
SVC-PROJ-PPS-B	Project Planning Services - B Tyler Forms Processing -	1				
TF-AC-IMP-B	Configuration - B	1.5				
TF-FL-SVC-B	Tyler Forms Financial Library - B Tyler Forms General Billing Library -	1				
TF-GBL-SVC-B	B Tyler Forms Human Resources Library	1				
TF-HR-SVC-B	- B Tyler Forms State Tax Library - 8	1				
TF-ST-8SF-C	Forms - C	1				
TF-UB-SVC-B	Tyler Forms Utility Billing Library - B	1				

MS

Consulting

Model #	Description	Quantity/Days	Price	Extended Price	Discount	Consulting Total
	Accounting/GL/BG/AP - Consulting -					
FA-AC-CS-B	B	1				
FA-FA-CS-B	Fixed Assets - Consulting - B	1				
	Project & Grant Accounting -					
FA-PA-CS-B	Consulting - B	1				
FA-PO-CS-B	Purchase Orders - Consulting - B	1				
FA-RQ-CS-B	Requisitions - Consulting - B	1				
	Treasury Management - Consulting -					
FA-TM-CS-B	B	1				
HR-AT-CS-B	Applicant Tracking - Consulting - B	1				
HR-PM-CS-B	HR Management - Consulting - B	1				
HR-PRESS-CS-B	Payroll w/ESS - Consulting - B	1				
	Role Tailored Dashboard - Consulting -					
OF-PL-CS-B	B	1				
RB-AR-CS-B	Accounts Receivable - Consulting - B	1				
RB-GB-CS-B	General Billing - Consulting - B	1				
RB-TXVA-CS-C	VA Tax - Consulting - C	6				
RB-UBCIS-CS-B	Utility Billing CIS - Consulting - B	1				
RB-UBI-CS-B	UB Interface - Consulting - B	1				

Total:

Training

Model #	Description	Quantity/Days	Price	Extended Price	Discount	Training Total
FA-AC-TR-B	Accounting/GL/BG/AP - Training - B	5				
FA-FA-TR-B	Fixed Assets - Training - B	1				

MS

	Project & Grant Accounting - Training -	
FA-PA-TR-B	B	1
FA-PO-TR-B	Purchase Orders - Training - B	1
FA-RQ-TR-B	Requisitions - Training - B	1
FA-TM-TR-B	Treasury Management - Training - B	1
HR-AT-TR-B	Applicant Tracking - Training - B	1
HR-PM-TR-B	HR Management - Training - B	4
HR-PRESS-TR-B	Payroll w/ESS - Training - B	10
MISC-TR-001	Post Live Training	6
OF-GASB-TR-B	GASB 34 Report Writer - Training - B	3
OF-MO-TR-B	MUNIS Office - Training - B	1
	Role Tailored Dashboard - Training -	
OF-PL-TR-B	B	1
	System Admin & Security - Training -	
OF-SY-TR-B	B	1
	TCM SE-Implementation/Training/PM -	
OF-TCMSE-TR-B	B	4
	Tyler Reporting Services - Training -	
OF-TRS-TR-B	B	2
OF-WF-HR-TR-B	Workflow-HR - Training - B	1
OF-WF-RB-TR-B	Workflow-Revenue - Training - B	1
OF-WF-TR-B	Workflow-Finance - Training - B	1
RB-AL-TR-B	Animal License - Training - B	2
RB-AR-TR-B	Accounts Receivable - Training - B	2
RB-CAMA-TR-C	CAMA Bridge - Training - C	1
RB-GB-TR-B	General Billing - Training - B	1
RB-TC-TR-B	Tyler Cashiering - Training - B	2
RB-TXVA-TR-C	VA Tax - Training - C	16
RB-UBCIS-BU-B	Utility Billing CIS - TR - Bill for UB - B	4
RB-UBCIS-TR-B	Utility Billing CIS - Training - B	15
RB-UBCIS-US-B	Utility Billing CIS - TR - Backflow - B	2
RB-UBI-TR-B	UB Interface - Training - B	1
WEB-MSH-CR-TR-B	Citizen Self Service - Training - B	1

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Conversion

Model #	Description	Quantity	Price	Extended Price	Discount	Conversion Total
CV-AC-OA-B	AC Opt 1 - Actuals - B	1				
CV-AC-OB-B	AC Opt 2 - Budgets - B	1				
CV-AC-STD-B	AC Standard COA - B	1				
CV-AL-OB-B	AL Opt 1 - Bills - B	1				
CV-AL-STD-B	AL Std Master - B	1				
CV-AP-OC-B	AP Opt 1 - Checks - B	1				
CV-AP-OI-B	AP Opt 2 - Invoice - B	1				
CV-AP-STD-B	AP Standard Master - B	1				
CV-GB-OPB-B	GB Opt 2 - Bills - B	1				
CV-GB-OPR-B	GB Opt 1 - Recurring Invoices - B	1				
CV-GB-STD-B	GB Std CID - B	1				
CV-PR-OP1-B	PR Payroll - Option 1 Deductions - B PR Payroll - Option 2 Accrual	1				
CV-PR-OP2-B	Balances - B	1				
CV-PR-OP3-B	PR Payroll - Option 3 Accumulators - B	1				
CV-PR-OP4-B	PR Payroll - Option 4 Check History - B PR Payroll - Option 5	1				
CV-PR-OP5-B	Earning/Deduction Hist - B	1				
CV-PR-STD-B	PR Payroll - Standard - B	1				
CV-REPT-STD-C	Real Estate - Standard - C	1				
CV-UB-OP1-B	Utility Billing - Option 1 Services - B	1				
CV-UB-OP2-B	Utility Billing - Option 2 Assessments - B	1				
CV-UB-OP3-B	Utility Billing - Option 3 Consumption History - B	1				
CV-UB-OP4-B	Utility Billing - Option 4 Balance Forward AR - B	1				

MIS

CV-UB-OP5-B	Utility Billing - Option 5 Service Orders - B	1
CV-UB-OP6-B	Utility Billing - Option 6 Backflow - B	1
CV-UB-OP6-H	Utility Billing - Option 6 Backflow - H	1
CV-UB-STD-B	Utility Billing - Standard - B	1

Total
 Training Days: 93
 Total Consulting Days: 20

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
FA-AC-SP-B	Accounting/GL/BG/AP - Support - B	1				
FA-FA-SP-B	Fixed Assets - Support - B	1				
FA-PA-SP-B	Project & Grant Accounting - Support - B	1				
FA-PO-SP-B	Purchase Orders - Support - B	1				
FA-RQ-SP-B	Requisitions - Support - B	1				
FA-TM-SP-B	Treasury Management - Support - B	1				
HR-AT-SP-B	Applicant Tracking - Support - B	1				
HR-PM-SP-B	HR Management - Support - B	1				
HR-PRESS-SP-B	Payroll w/ESS - Support - B	1				

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OF-GASB-SP-B	GASB 34 Report Writer - Support - B	1
OF-MO-SP-B	MUNIS Office - Support - B	1
OF-PL-SP-B	Role Tailored Dashboard - Support - B	1
OF-TCMSE-SP-B	TCM SE-Support-B	1
OF-TRS-SP-B	Tyler Reporting Services - Support - B	1
RB-AL-SP-B	Animal License - Support - B	1
RB-AR-SP-B	Accounts Receivable - Support - B	1
RB-CAMA-SP-C	CAMA Bridge - Support - C	1
RB-GB-SP-B	General Billing - Support - B	1
RB-TC-SP-B	Tyler Cashiering - Support - B	1
RB-TXVA-SP-C	VA Tax - Support - C	1
RB-UBCIS-SP-B	Utility Billing CIS - Support - B	1
RB-UBI-SP-B	UB Interface - Support - B	1
SVC-OSDBA-OS-03	OS/DBA Contract Services	1
TF-AC-SP-B	Tyler Forms Processing - Support - B	1
WEB-MSH-CR-SP-B	Citizen Self Service - Support - B	1

4 System Software - Third Party Products

Model #	Description	Quantity	Price	Extended Price	Discount	System Software
VAR-4JS-SL-LIC-B	Tyler Unlimited Client Access License - B	1				

5 System Software Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	System Software
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VAR-4JS-SL-MNT-B Tyler Unlimited Client Access Maintenance - B 1

6 Hardware Third Party Products

Model #	Description	Quantity	Price	Extended Price	Discount	Hardware Total
TF-SS-EA	Tyler Secure Signature Key - Additional	1				
TF-SS-KEY	Tyler Secure Signature Key with System	1				
TF-SS-S1	Tyler Secure Signature System	1				
VAR-CASH-HDW-3601	Hand Held Scanner-Model 4600G	4				
VAR-CASH-HDW-3605	Power Supply	4				
VAR-CASH-HDW-3606	Printer-(EPSON TM-H6000iii)	4				
VAR-CASH-HDW-3607	Cash Drawer	4				
VAR-CASH-HDW-3610	ID Tech MiniMag USB Reader	4				

Summary

Total Software
 Total Services

 Total System Software
 Total Hardware
 Summary Total

STW

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Tyler's OSDBA and Disaster Recovery Services are calculated at 25% of MUNIS annual maintenance. There is a \$2500 minimum for OSDBA and a \$5000 minimum for Disaster Recovery.

Database and Operating System licensing is the responsibility of the client. Neither are included in this quote.

Optional Software and Services - not included in Totals

Model #	Description	Quantity	Price	Extended Price	Discount	Software and
CV-BL-OB-B	BL Opt 1 - Bills - B	1				
CV-BL-STD-B	BL Std Master - B	1				
CV-FA-OH-B	FA Opt 1 - History - B	1				
CV-FA-STD-B	FA Std Master - B	1				
CV-IN-OPC-B	IN Opt 1 - Commodity Codes - B	1				
CV-IN-STD-B	IN Std Master - B	1				
	Permits and Code Enforcement -					
CV-PI-OP1-C	Option 1 - C	1				
	Permits and Code Enforcement -					
CV-PI-OP2-C	Option 2 - C	1				
	Permits and Code Enforcement -					
CV-PI-OP3-C	Option 3 - C	1				
	Permits and Code Enforcement -					
CV-PI-STD-C	Standard - C	1				
CV-WO-OP1-B	WO Opt 1 - Work Order Asset - B	1				
	WO Opt 2 - Closed WO History No					
CV-WO-OP2-B	Cost Data - B	1				
	WO Opt 3 - WO History With Cost					
CV-WO-OP3-B	Data - B	1				
FA-BM-CS-B	Bid Management - Consulting - B	1				

STW

FA-BM-SP-B	Bid Management - Support - B	1
FA-BM-SW-B	Bid Management - Software - B	1
FA-BM-TR-B	Bid Management - Training - B	1
FA-CM-CS-B	Contract Management - Consulting - B	1
FA-CM-SP-B	Contract Management - Support - B	1
FA-CM-SW-B	Contract Management - Software - B	1
FA-CM-TR-B	Contract Management - Training - B	1
FA-EER-CS-B	Employee Expense Reimbursement - Consulting - B	1
FA-EER-SP-B	Employee Expense Reimbursement - Support - B	1
FA-EER-SW-B	Employee Expense Reimbursement - Software - B	1
FA-EER-TR-B	Employee Expense Reimbursement - Training - B	1
FA-IN-CS-B	Inventory - Consulting - B	1
FA-IN-SP-B	Inventory - Support - B	1
FA-IN-SW-B	Inventory - Software - B	1
FA-IN-TR-B	Inventory - Training - B	2
FA-PBB-CS-B	Performance Based Budgeting - Consulting - B	3
FA-PBB-SP-B	Performance Based Budgeting - Support - B	1
FA-PBB-TR-B	Performance Based Budgeting - Training - B	3
FA-WO-CS-B	Work Orders - Consulting - B	1
FA-WO-FC-B	Facilities Consulting - B	1
FA-WO-FLC-B	Fleet Consulting - B	1
FA-WO-FLT-B	Fleet Training - B	1
FA-WO-FT-B	Facilities Training - B	1
FA-WO-SP-B	Work Orders, Fleet & Facilities - Support - B	1
FA-WO-SW-B	Work Orders, Fleet & Facilities - Software - B	1

STW

FA-WO-TR-B	Work Orders - Training - B	2
MISC-HW-001	Servers - Co. to purchase	1
OF-TIW-CS-B	Tyler Pulse - Consulting - B	2
OF-TIW-SP-B	Tyler Pulse - Support - B	1
OF-TIW-TR-B	Tyler Pulse - Training - B	6
OF-TIWCTA-CS-B	Tyler Pulse Connection (Tyler Application) CS - B	2
OF-TIWCTA-SP-B	Tyler Pulse Connection (Tyler Application) SP - B	1
OF-TIWCTA-TR-B	Tyler Pulse Connection (Tyler Application) TR - B	2
OF-TIWCTPA-CS-B	Tyler Pulse Connection (Third Party App.) CS - B	2
OF-TIWCTPA-SP-B	Tyler Pulse Connection (Third Party App.) SP - B	1
OF-TIWCTPA-TR-B	Tyler Pulse Connection (Third Party App.) TR - B	6
RB-BL-CS-B	Bus Licenses - Consulting - B	1
RB-BL-SP-B	Bus Licenses - Support - B	1
RB-BL-SW-B	Bus Licenses - Software - B	1
RB-BL-TR-B	Bus Licenses - Training - B	4
RB-CP-SW-C	Central Property File - Software - C	1
RB-PI-CS-C	Permits Code Enforce - Consulting - C	2
RB-PI-SP-C	Permits Code Enforce - Support - C	1
RB-PI-SW-C	Permits Code Enforce - Software - C	1
RB-PI-TR-C	Permits Code Enforce - Training - C	13
RB-VA-CS-C	VA Income Tax - Consulting - C	1
RB-VA-SP-C	VA Income Tax - Support - C	1
RB-VA-SW-C	VA Income Tax - Software - C	1
RB-VA-TR-C	VA Income Tax - Training - C	2
SVC-DIS-DR-01	MUNIS Disaster Recovery Service	1
SVC-TVL-EST	Estimated Travel Expenses	1

SKW

	Tyler Forms Business License Library -	
TF-BL-SVC-B	B	1
TF-PL-SVC-C	Tyler Forms Permits Library - C	1
VAR-BMI-ACC-SCAN	BMI-Fixed Asset Scanner	1
	BMI-ASSETTRACK-PPC for MUNIS	
VAR-BMI-ASTRK	(Incl. Install Fee)	1
	Self Service Installation Fee (Client	
WEB-MSH-SELF-INS	Hosted)	1
	Business and Vendor Self Service -	
WEB-MSH-VND-SP-B	Support - B	1
	Business and Vendor Self Service -	
WEB-MSH-VND-SW-B	Software - B	1
	Business and Vendor Self Service -	
WEB-MSH-VND-TR-B	Training - B	1

Unless otherwise indicated in the Contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars

MS

Exhibit 2

Verification Test

The verification test (“**Test**”) detailed below will be conducted following installation. The purpose of the Test is to ensure the Tyler Software Products perform as warranted, using the MUNIS Verification Database. The MUNIS Verification Database contains the types of information ordinarily used by the specified software and the Test utilizes said data to demonstrate the performance of the specified software’s base line functions. As such, the Test is not intended to validate any site specific functionality and will only be conducted for those software products licensed by the Client. Client-specific functionality will be reviewed during the implementation phase when site-specific data will be applied against the desired functionality.

Many sections below contain three phases: table views, reports, and process. Each phase is intended to be completed in 4 hours or less. Please note that each phase listed below has a space where Client will be asked to initial, indicating that the verification has been performed and accepted.

FINANCIALS:

Phase 1

- View general ledger master table
- View budget master table
- View vendor master table
- View general ledger account inquiry – perform drill down
- Find purchase orders/requisitions in purchase order inquiry
- View inventory master
- View fixed assets master
- View work order master

Phase 2

- Enter a requisition
- Approve the requisition
- Convert to a purchase order
- Post the purchase order
- Enter an invoice against the requisition
- Post the invoice
- Select items to be paid report
- Print checks (on blank paper without forms)
- Find journals in journal inquiry using date find

Phase 3

- Reports:
 - General ledger trial balance
 - Year to date budget report
 - Vendor invoice list
 - Purchase orders by general ledger account (select open purchase orders)
 - Inventory list by location

- Fixed asset list by location

PAYROLL/HR:

Phase 1

- View deduction master
- View pay type master
- View employee master
- View employee detail history – perform drill down
- View position table
- View terminated employee table

Phase 2

- Add new employee
- Build job pay records
- Start a new payroll
- Generate employee records
- Enter exceptions
- Print final proof
- Update employee files
- Print checks (on blank paper without forms)

Phase 3

- Reports
 - Employee Detail
 - Employee Accrual
 - Detail Check History Report
 - Payroll Register

UTILITY BILLING:

Phase 1

- View charge code file with rate tables
- View account master – perform drill down
- View customer file
- View bill inquiry
- View account inquiry

Phase 2

- Add new account
- Create water service record
- Start a new bill run
 - View charges file maintenance
- Enter meter reading manually
- Run charges proof register
- Generate accounts receivable

- Print bills (on blank paper without forms)
- Make a payment to a bill

Phase 3

- Reports:
 - Consumption inquiry/report
 - Utility billing aging report
 - Charge/payment history
 - Detail receivables register

OTHER REVENUE (TAX/EXCISE/GENERAL BILLING):

Phase 1

- View customer file
- View parcel file
- View charge code file
- View tax year parameter
- View motor vehicle master file
- View bill inquiry
- View lien file
- View receipt inquiry
- View activity totals inquiry/report

Phase 2

- Create a new general billing customer
- Add a general billing invoice
- Make a payment against the general billing
- Make a payment against a tax/excise/personal property/etc. bill
- Print payments proof
- Post payments
- Use receipt inquiry to find the payment

Phase 3

- Reports
 - Summary receivables
 - Detail receivables
 - Posted payments report

PERMITS & CODE ENFORCEMENT:

Phase 1

- View permit type f/m
- View Project Type f/m
 - Find a Project type with the 4 “bottom buttons” checked which indicates there is data. If none, build some defaults at the bottom.
 - Drill down using the bottom buttons

- View Inspection Type f/m
 - Drill down into inspectors and checklist at bottom
- View violation code f/m
 - Drill down into enforcement steps
- View property master
 - Perform drill down using the side menu options

Phase 2 _____

- Add a new property
 - Set up default restrictions, hazards, and violations at the bottom
- Add a new application
 - Use a project/act that has the four defaults set in project type f/m (one each)
 - Make sure the app automatically sets up the default permits, prerequisites, inspections, and dept/board reviews by choosing the options to view
 - Choose the collect side menu option. Make sure you can accept payments for the fees and the system links to the accounts receivable module properly

Phase 3 _____

- Reports
 - Applications status report
 - Inspections history report
 - Violations report
 - Contractors report
 - Dept/board review report

PARKING TICKETS:

Phase 1 _____

- View parking ticket parameter file
- View parking ticket charge codes
- View owner maintenance

Phase 2 _____

- Parking ticket entry
- Parking ticket inquiry
- Review export/import of data
- Review late processing

Phase 3 _____

- Issue by location report
- Violations by issue date report
- Issuer productivity report

BUSINESS LICENSES:

- View customer file
- View description codes
- View business license charge codes
- View business license master file
- View business license late payment process
- View bill inquiry
- View business master report
- View business location report

ANIMAL LICENSES:

- View animal type file
- View customer file
- View animal license master file
- View license detail report
- View license history report
- View tag report

PROJECT ACCOUNTING:

(Performed with General Ledger)

- View project master table
- View general ledger master with project code
- View project budget report

MUNIS OFFICE:

- Export from general ledger account inquiry into Excel
- Export from general ledger account inquiry into Word

BUSINESS OBJECTS:

- Select ZZ – Verification Report from the System Admin section of the MUNIS Crystal Reports Library. This will display results from the live database so no configuration needs to be done to the Crystal setup to run this report.

CONTRACT MANAGEMENT:

- View contract master file
- Enter a requisition against a contract
- View contract master to highlight changes

TREASURY MANAGEMENT:

- View a recurring cash flow record for current fiscal year in recurring cash flow F/M
- Generate cash flow file maintenance
- Generate a journal entry on the cash flow file maintenance record created
- Go to general journal entry/proof, find journal that was generated and post it

MUNIS SELF SERVICE – EMPLOYEES:

Phase 1

- View and update the general administration settings
- Add a new user under users

Phase 2

- View and update application administration under Employee Admin
- View and add a web link or document under Document Administration

Exhibit 3

Support Call Process

Tyler Technical Support Department

Goal: To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level customer satisfaction.

How to contact us

Call the Tyler toll free number (800-772-2260) or log a support request online through the Tyler Website (www.tylertech.com).

How support is organized

The Tyler Technical Support department is divided into 8 teams; Financials, Payroll/HR, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), Crystal Reports, Tyler Education Management and Tyler Forms.

These “product specific” teams allow support staff to focus on a group of products or services. A team of specialists assigned to each team will handle your calls quickly and accurately.

Each team consists of a Tyler Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensuring we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with client’s issues and provide on-going training for the team. Technical Support Specialists are responsible for diagnosing and resolving customer issues in a timely and courteous manner.

Standard support hours

Financials	8 AM-8 PM EST (Monday-Friday)
Payroll/HR	8 AM-8 PM EST (Monday-Friday)
Tax/Other Revenue and Collections	8 AM-6 PM EST (Monday-Friday)
Utility Billing and Collections	8 AM-8 PM EST (Monday-Friday)
OS/DBA	8 AM-6 PM EST (Monday-Friday)
Crystal Reports	8 AM-5 PM EST (Monday-Friday)
Tyler Education Management	8 AM-4:30 PM EST (Monday-Friday)
Tyler Forms	8 AM-4:30 PM EST (Monday-Friday)

Support is not available on the following holidays:

- New Year’s Day (January 1)
- Memorial Day (observed)
- Independence Day (July 4)

- Labor Day (observed)
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day (December 25)

Focus on Incoming rate

When you call Technical Support your call will be answered incoming by a support technician, or you will be transferred into the support voice mail. Our Goal is to capture 75% of our daily calls incoming, which means you will often be able to start working with a support specialist immediately when you call.

Leaving messages for support

When you leave a message on the support voice mail, make sure the following information is in the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, process, error message)
- The priority of the issue (0, 1, 2, or 3)
- When you will be available for a return call from support (most times support will call back within an hour of your message)

Paging

All client questions are important to us. There may be times when you are experiencing a priority 0 critical issue and all technicians for the requested team are on the line assisting customers. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Tyler is down or a mission critical application is down and you are not able to reach a technician immediately.

Online support

Some questions can be handled very effectively by e-mail. Once you have registered as a user on the Tyler Website (www.tylertech.com) there is an option under "Customer Tools" that allows you to ask questions or report issues to support. Tyler's Customer Portal (TCP) allows you to log an incident to Technical Support anytime from any internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new support incident. You will be asked for some required information such as an Incident Description, Priority, Product Group and Product Module. There is unlimited work-note text for you to describe the question or problem in detail, plus the ability to attach files or screenshots that you think would be helpful to support.

When you add a new incident, the incident number is presented on the screen and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate technical support team queue for response. The appropriate team will review your incident, research the item and respond via e-mail within two (2) business days.

Customer Relationship Management System

Every call or e-mail from you is logged into our customer relationship management system and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on the Tyler Website (www.tylertech.com), a list of calls is available real-time under the Tyler Customer Portal (TCP).

Call Numbers

Support's goal is to return client's calls as soon as possible. If you are not available when we call back we will leave a message with the open call number on your voice mail or with a person in your office. Then when you call back you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with support and it is determined that the issue will not be resolved during the initial call. The open call number lets you easily track and reference specific open issues with support.

Development Work Tickets

A Work Ticket is created when a program fix is escalated to Development. A unique number is used for each issue to track the status of every program fix.

Priority 0 work tickets are fixed immediately and distributed to the clients who are impacted.

Priority 1 work tickets are fixed within 30 days of the date the call came into Technical Support.

Priority 2 work tickets are fixed within 60 days of the date the issue was brought to Development for assistance.

Priority 3 work tickets are worked on as time permits and have no time constraint or deadline.

Priority 1, 2 and 3 work tickets are included in the next Tyler release once they are corrected and quality assured.

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (0, 1, 2, and 3) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler support keeps track of responsiveness to priority 0, 1 and 2 calls each week. This measurement allows us to better evaluate overall customer satisfaction.

Priority 0 call – issue is critical to the client, the Tyler application or process is down.

Priority 1 call – issue is severe, but there is a work around the client can use.

Priority 2 call – issue is a non-severe support call for the client.

Priority 3 call – issue is a low priority for the client and they would like to work with support as time permits.

Open Call Priority	Goal – maximum number of days a support call is open	Goal – Support managers and analysts review open calls	Goal – maximum number of days a development work ticket is open
0	Less than a day	Daily	Immediate action
1	10 Days or less	Every other day	30 Days from support call
2	30 Days or less	Weekly	60 Days from work ticket
3	60 Days or less	Weekly	N/A

Following up on open calls

Some of your issues will not be resolved during the first call with a support technician. If the call remains open, the technician will give you an open call number to reference and confirm the priority of the incident.

If you want to follow up on a call you have open with a support technician, call the appropriate support team and reference the call # to the technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue for you. You can also update the incident through TCP on the Tyler Website (www.tylertech.com) and add a note requesting follow-up.

Escalating a support call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate support team and ask to be connected to the assigned technician for the call. If that technician is unavailable, another technician on the team may be able to assist you with the call priority escalation or transfer you to the product support team manager.

If you feel you are not receiving the service you need, call the appropriate Product Manager and tell them the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine what needs to be done to meet your needs.

Technical Support Product Managers:

Michelle Madore (michelle.madore@tylertech.com)	(X4483)	Financials Team
Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)	Payroll Team
Steve Jones (steven.jones@tylertech.com)	(X4255)	Tax and Other Revenue Team
Laurie Littlejohn (laurie.littlejohn@tylertech.com)	(X4392)	Utility Billing Team
Greg Mehlhorn (greg.mehlhorn@tylertech.com)	(X4391)	OS/DBA Team
Michele Violette (michele.violette@tylertech.com)	(X4381)	Crystal Team
Greg Mehlhorn (greg.mehlhorn@tylertech.com)	(X4391)	Tyler Forms Team
Tracy Silva (tracy.silva@tylertech.com)	(X4433)	Tyler Education Management

If you are unable to reach the Product Manager, you should call CJ McCarron, Vice President of Technical Support at extension 4124 (cj.mccarron@tylertech.com)

Remote Support Tool

There will be support calls that require further analysis of your database or setup to diagnose a problem or assist you with a question. GoToAssist® is used to share your desktop via the Internet and provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your PC and view your site's set up, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your support experiences. We review the survey data so that we can continually improve our services.

E-mail Registration

Customers can go to our web site and register for email "groups" based on specific Tyler applications. We use these groups to inform clients of issues and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time. You may unregister for one or more distribution lists at any time if you want to do so.

Tyler Website

Once you have registered as a user on the Tyler Website (www.tylertech.com) you will have access to "Customer Tools" and other information such as on-line documentation, user forums, group training schedule/sign-up and annual user conference updates/registration.

Exhibit 4

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Agent will provide an employee with the lowest available airfare within two hours before or after the requested departure time. If a net savings of \$100 or more is possible through an alternate flight with not more than one stop, the flight with the lower fare should be accepted. 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 a rate of \$.50 per mile 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 only in conjunction with air travel when cost, convenience and the specific situation require their use.

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

Tyler's Travel Agent will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Fairfield Inn, Hampton Inn and Holiday Inn Express. If the customer has a discount rate with a local hotel, notify Tyler's Travel Agent as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

Employee meals while on travel status are reimbursable in the form of a flat per diem rate. The reimbursement rates for individual meals are as follows:

Breakfast	\$ 7.00
Lunch	12.00

<u>Dinner</u>	<u>30.00</u>
Total	\$49.00

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 8:00* p.m.	Breakfast, lunch and dinner

*8:00 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 8:00* p.m.

*8:00 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 \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: January 1, 2009

Exhibit 5

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED
ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

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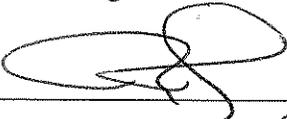
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc., Re-Seller

County of Fluvanna

By: 

By: 

Name: Richard E. Peterson, Jr.

Name: Shelly Wright

Title: Pres. Ident - ERP and School Division

Title: Interim County Admin.

Date: 6-9-10

Date: 6-11-10

Exhibit 6

Estimated Travel Expenses Complete ERP

Travel Expenses for Fluvanna County Complete ERP		
20 Consulting Group Days, 86 Implementation Days, 3 Installation Days = 109 Days		
Estimated On-Site visits = 44 Visits		
Per Diem Meal	\$49 per day	\$5,341
Estimated Rental Car	\$75 per day	\$8,175
Estimated Airfare	\$400 per site visit	\$17,600
Estimated Hotel	\$120 per night	\$13,080
Additional Expenses (Parking, Tolls, Gas)	\$15 per day	\$1,635
Total Estimated Expenses		\$45,831
***MUNIS bills actual travel expenses to our clients.		

Exhibit 7
Escrow Agreement

(See pages following)

EFFECTIVE DATE: Sept. 29, 2008

MASTER DEPOSIT ACCOUNT NUMBER: 34953

THREE-PARTY MASTER DEPOSITOR
ESCROW SERVICE AGREEMENT

1. Introduction.

This Three-Party Master Depositor Escrow Service Agreement (the "Agreement") is entered into by and between Tyler Technologies, Inc., ("Depositor"), and by any additional party enrolling as a "Beneficiary" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term "services" in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to the Beneficiary ("License Agreement"), and the Parties intend this Agreement to be considered as supplementary to the License Agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations.

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations.

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such

Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor and Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables, prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by Depositor, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material.
- (g) Iron Mountain will return the Deposit Material to Depositor upon termination of this Agreement. If reasonable attempts to return the Deposit Material to Depositor are *unsuccessful*, Iron Mountain shall destroy the Deposit Material.

5. Payment.

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within forty-five (45) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. Iron Mountain shall not increase Service Fees by more than eight percent (8%) per year. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate reasonably acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any undisputed Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement

6. Term and Termination.

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms (each a "Renewal Term") and continue in full force and effect until one of the following events occur: (i) Depositor provides Iron Mountain with sixty (60) days' prior written notice of its intent to cancel this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of their intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides one hundred eighty (180) days prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. During this notice period, Iron Mountain's Service Fees shall be paid by the Paying Party. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are *unsuccessful*, Iron Mountain shall destroy the Deposit Material.

(c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within forty-five (45) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement (except to those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. General Indemnity.

Subject to Section 10 and 11, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.
- (b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.
- (d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

9. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (1) ANY CLAIMS OF

INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN THEFT; OR (IV) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform Services.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person(s)") who shall be identified in the Authorized Person(s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or written instruction. The Authorized Person(s) for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement.
- (f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be

unreasonably withheld or delayed, provided, however, Depositor may, without the prior written consent of Iron Mountain, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of the Depositor's assets. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties. No assignment of this Agreement by Iron Mountain or any rights or obligation of Iron Mountain under this Agreement is permitted without the written consent of Depositor, which shall not be unreasonably withheld or delayed, provided, however, that Depositor's consent shall not be required for any assignment of this Agreement to an Iron Mountain subsidiary or other Iron Mountain entity.

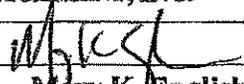
- (k) **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.
- (l) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) **Attorneys' Fees.** In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) **Disputes.** Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties in dispute shall submit briefs of no more than ten (10) pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Texas law. Unless otherwise agreed by the Parties, with agreement by Iron Mountain not to be unreasonably withheld, arbitration will take place in Dallas, Texas, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) **Regulations.** All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) **No Third Party Rights.** This Agreement is made solely for the benefits of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.
- (r) **Entire Agreement.** The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.
- (s) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(t) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

DEPOSITOR: TYLER TECHNOLOGIES, INC.

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	Richard E. Peterson, Jr.
TITLE:	President - FMS Division
DATE:	September 25, 2008
EMAIL ADDRESS:	

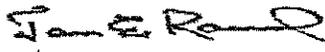
SIGNATURE:	
PRINT NAME:	Mary K. English
TITLE:	Director of Operations
DATE:	9/29/08
EMAIL ADDRESS:	iamclientservices@ironmountain.com

Approved as to Operational Content:
Iron Mountain Operations



I. Nicole King, Contracts Specialist
Date: September 19, 2008

Approved as to Form and Content:
Iron Mountain Legal Department



James E. Raymond, Contracts Specialist
Date: Sept. 8, 2008

NOTE: AUTHORIZED PERSONS/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Stacey M. Gerard
TITLE:	Contracts Manager
EMAIL ADDRESS	stacey.gerard@tylertech.com
STREET ADDRESS	370 US Route 1
PROVINCE/CITY/STATE	Falmouth, ME
POSTAL/ZIP CODE	04105
PHONE NUMBER	800-772-2260
FAX NUMBER	207-781-2459

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Lisa Carpenter
TITLE:	Senior A/P Specialist
EMAIL ADDRESS	lisa.carpenter@tylertech.com
STREET ADDRESS	370 US Route 1
PROVINCE/CITY/STATE	Falmouth, ME
POSTAL/ZIP CODE	04105
PHONE NUMBER	800-772-2260
FAX NUMBER	207-781-2459

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

MUST BE COMPLETED

EXHIBIT A - Escrow Service Work Request - Deposit Account Number: 34953

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check to identify Paying Party
<input checked="" type="checkbox"/> Setup Fee <input checked="" type="checkbox"/> Deposit Account Fee including Escrow Management Center Access <input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below. Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Corinet™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee may apply. Iron Mountain will fulfill a Work Request to add a Beneficiary to any number of escrow deposit accounts under this Agreement and manage access rights associated with the accounts, where possible. Beneficiary will have access to Iron Mountain Corinet™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.	\$1,912.50 \$1,000 \$700		<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.		\$700	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.
 *15% Setup Fee discount applies to the first year only.

**EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: _____ DEPOSIT ACCOUNT NUMBER: 34953

DEPOSIT NAME _____ AND DEPOSIT VERSION _____

(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Internet File Transfer			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.

Attn: Vault Administration

2100 Norcross Parkway, Suite 150

Norcross, GA 30071

Telephone: 800-875-5669

Facsimile: 770-239-9201

FOR IRON MOUNTAIN USE ONLY (NOTED DISCREPANCIES OR NO VISUAL INSPECTION)	

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: 34953

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions. Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):
 - (i) Depositor's failure to cure a material breach of the License Agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
 - (ii) Joint written instructions from Depositor and Beneficiary; or
 - (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to that particular Beneficiary only. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. Termination of Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain with regards to that particular Beneficiary only.
6. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: 34953

Auxiliary Account Number _____

_____ (“**Depositor**”), and Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”) have entered into the above referenced Escrow Agreement (“**Agreement**”). Pursuant to that Agreement Depositor may create additional deposit accounts (“**Auxiliary Deposit Account**”) for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ (“**Deposit Account Name**”).

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary’s rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<u>ipmclientservices@ironmountain.com</u>

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

**EXHIBIT E
ACCEPTANCE FORM**

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: _____ is the **Beneficiary** referred to in the Escrow Agreement that supports
Deposit Account Number: _____ with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement.

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement		\$700	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> File List Test	Iron Mountain will fulfill a Work Request to perform a File List Test, which includes analyzing deposit media readability, file listing, creation of file classification table, virus scan, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by FTP.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

BENEFICIARY AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<u>ipmclientservices@ironmountain.com</u>

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, Beneficiaries may exercise their right to perform verification Services. This is a Service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of Deposit Materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the Deposit Material requirements and to quote Fees associated with verification Services, a completed deposit questionnaire is requested. It is the responsibility of the Depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the Beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of verification@ironmountain.com

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact
Manager of Verification Services at 978-667-3601 ext. 100 or by e-mail at <mailto:verification@ironmountain.com>



Quoted By: Gia Davis
Date: 6/9/2010
Quote Expiration: 00/00/n/a

Fluvanna
 County Core
 Functions
 17460

Quote Name:
Quote Number:

Confidential Sales Quotation For:

Ms. Shelly Wright **Phone:** (434) 591-1910
 County of Fluvanna **Fax:**
 P.O. Box 540 **Email:** swright@co.fluvanna.va.us
 132 Main Street
 Palmyra, VA 22963

1 Tyler Software Products

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total
FA-AC-SW-B	Accounting/GL/BG/AP - Software - B	1	\$11,500.00	\$11,500.00	\$2,875.00	\$8,625.00
FA-FA-SW-B	Fixed Assets - Software - B	1	\$4,400.00	\$4,400.00	\$1,100.00	\$3,300.00
FA-PA-SW-B	Project & Grant Accounting - Software - B	1	\$3,300.00	\$3,300.00	\$825.00	\$2,475.00
FA-PO-SW-B	Purchase Orders - Software - B	1	\$4,400.00	\$4,400.00	\$1,100.00	\$3,300.00
FA-RQ-SW-B	Requisitions - Software - B	1	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
FA-TM-SW-B	Treasury Management - Software - B	1	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
HR-AT-SW-B	Applicant Tracking - Software - B	1	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
HR-PM-SW-B	HR Management - Software - B	1	\$7,700.00	\$7,700.00	\$1,925.00	\$5,775.00

STW

HR-PRESS-SW-B	Payroll w/ESS - Software - B	1	\$16,100.00	\$16,100.00	\$4,025.00	\$12,075.00
	GASB 34 Report Writer -					
OF-GASB-SW-B	Software - B	1	\$6,500.00	\$6,500.00	\$1,625.00	\$4,875.00
OF-MO-SW-B	MUNIS Office - Software - B	1	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
	Role Tailored Dashboard -					
OF-PL-SW-B	Software - B	1	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
OF-TCMSE-SW-B	TCM SE-Software-B	1	\$9,000.00	\$9,000.00	\$2,250.00	\$6,750.00
	Tyler Reporting Services -					
OF-TRS-SW-B	Software - B	1	\$4,500.00	\$4,500.00	\$1,125.00	\$3,375.00
	Animal License - Software -					
RB-AL-SW-B	B	1	\$1,650.00	\$1,650.00	\$412.00	\$1,238.00
	Accounts Receivable -					
RB-AR-SW-B	Software - B	1	\$3,850.00	\$3,850.00	\$962.00	\$2,888.00
RB-CAMA-SW-C	CAMA Bridge - Software - C	1	\$4,400.00	\$4,400.00	\$1,100.00	\$3,300.00
RB-GB-SW-B	General Billing - Software - B	1	\$1,650.00	\$1,650.00	\$412.00	\$1,238.00
	Tyler Cashiering - Software -					
RB-TC-SW-B	B	1	\$6,000.00	\$6,000.00	\$1,500.00	\$4,500.00
RB-TXVA-SW-C	VA Tax - Software - C	1	\$22,000.00	\$22,000.00	\$5,500.00	\$16,500.00
	Utility Billing CIS - Software -					
RB-UBCIS-SW-B	B	1	\$7,200.00	\$7,200.00	\$1,800.00	\$5,400.00
RB-UBI-SW-B	UB Interface - Software - B	1	\$2,750.00	\$2,750.00	\$687.00	\$2,063.00
	Tyler Forms Processing -					
TF-AC-OS-B	Software - B	1	\$5,000.00	\$5,000.00	\$1,250.00	\$3,750.00
TF-GD-GD-B	Tyler Forms-GoDocs-B	1	\$2,500.00	\$2,500.00	\$625.00	\$1,875.00
	Citizen Self Service -					
WEB-MSH-CR-SW-B	Software - B	1	\$3,850.00	\$3,850.00	\$962.00	\$2,888.00

Total:	Total:
\$35,495.00	\$106,505.00

2 Services

Model #	Description	Quantity	Price	Extended	Discount	Services
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STW

				Price		Total
MISC-SV-001	Positive Pay/Bank Recon Install Fee - New Server	1	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
SVC-OSDBA-WIN-B	Install-WIN-B(w/VS & WZ)	1	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
SVC-PROJ-PPS-B	Project Planning Services - B	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
TF-AC-IMP-B	Tyler Forms Processing - Configuration - B	1.5	\$1,000.00	\$1,500.00	\$0.00	\$1,500.00
TF-FL-SVC-B	Tyler Forms Financial Library - B	1	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-GBL-SVC-B	Tyler Forms General Billing Library - B	1	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-HR-SVC-B	Tyler Forms Human Resources Library - B	1	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-ST-8SF-C	Tyler Forms State Tax Library - 8 Forms - C	1	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
TF-UB-SVC-B	Tyler Forms Utility Billing Library - B	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
					Total:	Total:
					\$0.00	\$24,100.00

Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
FA-AC-CS-B	Accounting/GL/BG/AP - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-FA-CS-B	Fixed Assets - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-PA-CS-B	Project & Grant Accounting - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-PO-CS-B	Purchase Orders - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-RQ-CS-B	Requisitions - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-TM-CS-B	Treasury Management - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00

SAW

HR-AT-CS-B	Applicant Tracking - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
HR-PM-CS-B	HR Management - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
HR-PRESS-CS-B	Payroll w/ESS - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
OF-PL-CS-B	Role Tailored Dashboard - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-AR-CS-B	Accounts Receivable - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-GB-CS-B	General Billing - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-TXVA-CS-C	VA Tax - Consulting - C	6	\$1,275.00	\$7,650.00	\$0.00	\$7,650.00
RB-UBCIS-CS-B	Utility Billing CIS - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-UBI-CS-B	UB Interface - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00

Total:
\$25,500.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
FA-AC-TR-B	Accounting/GL/BG/AP - Training - B	5	\$1,175.00	\$5,875.00	\$0.00	\$5,875.00
FA-FA-TR-B	Fixed Assets - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-PA-TR-B	Project & Grant Accounting - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-PO-TR-B	Purchase Orders - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-RQ-TR-B	Requisitions - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-TM-TR-B	Treasury Management - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
HR-AT-TR-B	Applicant Tracking - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
HR-PM-TR-B	HR Management - Training - B	4	\$1,175.00	\$4,700.00	\$0.00	\$4,700.00

STM

HR-PRESS-TR-B	Payroll w/ESS - Training - B	10	\$1,175.00	\$11,750.00	\$0.00	\$11,750.00
MISC-TR-001	Post Live Training	6	\$1,175.00	\$7,050.00	\$0.00	\$7,050.00
OF-GASB-TR-B	GASB 34 Report Writer - Training - B	3	\$1,175.00	\$3,525.00	\$0.00	\$3,525.00
OF-MO-TR-B	MUNIS Office - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-PL-TR-B	Role Tailored Dashboard - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-SY-TR-B	System Admin & Security - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-TCMSE-TR-B	TCM SE- Implementation/Training/PM - B	4	\$1,175.00	\$4,700.00	\$0.00	\$4,700.00
OF-TRS-TR-B	Tyler Reporting Services - Training - B	2	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
OF-WF-HR-TR-B	Workflow-HR - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-WF-RB-TR-B	Workflow-Revenue - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-WF-TR-B	Workflow-Finance - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
RB-AL-TR-B	Animal License - Training - B Accounts Receivable -	2	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
RB-AR-TR-B	Training - B	2	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
RB-CAMA-TR-C	CAMA Bridge - Training - C	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
RB-GB-TR-B	General Billing - Training - B Tyler Cashiering - Training -	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
RB-TC-TR-B	B	2	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
RB-TXVA-TR-C	VA Tax - Training - C	16	\$1,175.00	\$18,800.00	\$0.00	\$18,800.00
RB-UBCIS-BU-B	Utility Billing CIS - TR - Bill for UB - B	4	\$1,175.00	\$4,700.00	\$0.00	\$4,700.00
RB-UBCIS-TR-B	Utility Billing CIS - Training - B	15	\$1,175.00	\$17,625.00	\$0.00	\$17,625.00
RB-UBCIS-US-B	Utility Billing CIS - TR - Backflow - B	2	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00

SKW

RB-UBI-TR-B	UB Interface - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
	Citizen Self Service -					
WEB-MSH-CR-TR-B	Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00

Total:
\$109,275.00

Conversion

Model #	Description	Quantity	Price	Extended Price	Discount	Conversion Total
CV-AC-OA-B	AC Opt 1 - Actuals - B	1	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
CV-AC-OB-B	AC Opt 2 - Budgets - B	1	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
CV-AC-STD-B	AC Standard COA - B	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-AL-OB-B	AL Opt 1 - Bills - B	1	\$2,940.00	\$2,940.00	\$0.00	\$2,940.00
CV-AL-STD-B	AL Std Master - B	1	\$2,520.00	\$2,520.00	\$0.00	\$2,520.00
CV-AP-OC-B	AP Opt 1 - Checks - B	1	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-AP-OI-B	AP Opt 2 - Invoice - B	1	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00
CV-AP-STD-B	AP Standard Master - B	1	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-GB-OPB-B	GB Opt 2 - Bills - B	1	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
	GB Opt 1 - Recurring					
CV-GB-OPR-B	Invoices - B	1	\$1,680.00	\$1,680.00	\$0.00	\$1,680.00
CV-GB-STD-B	GB Std CID - B	1	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
	PR Payroll - Option 1					
CV-PR-OP1-B	Deductions - B	1	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00
	PR Payroll - Option 2 Accrual					
CV-PR-OP2-B	Balances - B	1	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
	PR Payroll - Option 3					
CV-PR-OP3-B	Accumulators - B	1	\$1,400.00	\$1,400.00	\$0.00	\$1,400.00
	PR Payroll - Option 4 Check					
CV-PR-OP4-B	History - B	1	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
	PR Payroll - Option 5					
CV-PR-OP5-B	Earning/Deduction Hist - B	1	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
CV-PR-STD-B	PR Payroll - Standard - B	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-REPT-STD-C	Real Estate - Standard - C	1	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
	Utility Billing - Option 1					
CV-UB-OP1-B	Services - B	1	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
	Utility Billing - Option 2					
CV-UB-OP2-B	Assessments - B	1	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00

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CV-UB-OP3-B	Utility Billing - Option 3 Consumption History - B	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-UB-OP4-B	Utility Billing - Option 4 Balance Forward AR - B	1	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
CV-UB-OP5-B	Utility Billing - Option 5 Service Orders - B	1	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-UB-OP6-B	Utility Billing - Option 6 Backflow - B	1	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
CV-UB-OP6-H	Utility Billing - Option 6 Backflow - H	1	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
CV-UB-STD-B	Utility Billing - Standard - B	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00

Total:
\$60,840.00

Total Other Services: \$24,100.00	Total Consulting: \$25,500.00	Total Training: \$109,275.00	Total Conversion Services: \$60,840.00	Total Services: \$219,715.00
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Total
Training
Days: 93
Total
Consulting
Days: 20

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
FA-AC-SP-B	Accounting/GL/BG/AP - Support - B	1	\$2,070.00	\$2,070.00	\$2,070.00	\$0.00
FA-FA-SP-B	Fixed Assets - Support - B Project & Grant Accounting -	1	\$792.00	\$792.00	\$792.00	\$0.00
FA-PA-SP-B	Support - B	1	\$594.00	\$594.00	\$594.00	\$0.00
FA-PO-SP-B	Purchase Orders - Support - B	1	\$792.00	\$792.00	\$792.00	\$0.00

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FA-RQ-SP-B	Requisitions - Support - B	1	\$495.00	\$495.00	\$495.00	\$0.00
FA-TM-SP-B	Treasury Management - Support - B	1	\$495.00	\$495.00	\$495.00	\$0.00
HR-AT-SP-B	Applicant Tracking - Support - B	1	\$495.00	\$495.00	\$495.00	\$0.00
HR-PM-SP-B	HR Management - Support - B	1	\$1,386.00	\$1,386.00	\$1,386.00	\$0.00
HR-PRESS-SP-B	Payroll w/ESS - Support - B	1	\$2,898.00	\$2,898.00	\$2,898.00	\$0.00
OF-GASB-SP-B	GASB 34 Report Writer - Support - B	1	\$1,170.00	\$1,170.00	\$1,170.00	\$0.00
OF-MO-SP-B	MUNIS Office - Support - B	1	\$495.00	\$495.00	\$495.00	\$0.00
OF-PL-SP-B	Role Tailored Dashboard - Support - B	1	\$495.00	\$495.00	\$495.00	\$0.00
OF-TCMSE-SP-B	TCM SE-Support-B	1	\$1,620.00	\$1,620.00	\$1,620.00	\$0.00
OF-TRS-SP-B	Tyler Reporting Services - Support - B	1	\$1,125.00	\$1,125.00	\$1,125.00	\$0.00
RB-AL-SP-B	Animal License - Support - B	1	\$413.00	\$413.00	\$413.00	\$0.00
RB-AR-SP-B	Accounts Receivable - Support - B	1	\$693.00	\$693.00	\$693.00	\$0.00
RB-CAMA-SP-C	CAMA Bridge - Support - C	1	\$1,100.00	\$1,100.00	\$1,100.00	\$0.00
RB-GB-SP-B	General Billing - Support - B	1	\$297.00	\$297.00	\$297.00	\$0.00
RB-TC-SP-B	Tyler Cashiering - Support - B	1	\$1,080.00	\$1,080.00	\$1,080.00	\$0.00
RB-TXVA-SP-C	VA Tax - Support - C	1	\$5,500.00	\$5,500.00	\$5,500.00	\$0.00
RB-UBCIS-SP-B	Utility Billing CIS - Support - B	1	\$1,296.00	\$1,296.00	\$1,296.00	\$0.00
RB-UBI-SP-B	UB Interface - Support - B	1	\$495.00	\$495.00	\$495.00	\$0.00
SVC-OSDBA-OS-03	OS/DBA Contract Services	1	\$6,997.00	\$6,997.00	\$0.00	\$6,997.00
TF-AC-SP-B	Tyler Forms Processing - Support - B	1	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00
WEB-MSH-CR-SP-B	Citizen Self Service - Support - B	1	\$693.00	\$693.00	\$693.00	\$0.00

STW

Total: \$27,989.00 Total: \$6,997.00

4 System Software - Third Party Products

Model #	Description	Quantity	Price	Extended Price	Discount	System Software
VAR-4JS-SL-LIC-B	Tyler Unlimited Client Access License - B	1	\$4,750.00	\$4,750.00	\$0.00	\$4,750.00

Total: \$0.00 Total: \$4,750.00

5 System Software Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	System Software
VAR-4JS-SL-MNT-B	Tyler Unlimited Client Access Maintenance - B	1	\$950.00	\$950.00	\$0.00	\$950.00

Total: \$0.00 Total: \$950.00

6 Hardware Third Party Products

Model #	Description	Quantity	Price	Extended Price	Discount	Hardware Total
TF-SS-EA	Tyler Secure Signature Key - Additional	1	\$150.00	\$150.00	\$0.00	\$150.00
TF-SS-KEY	Tyler Secure Signature Key with System	1	\$0.00	\$0.00	\$0.00	\$0.00
TF-SS-S1	Tyler Secure Signature System	1	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
VAR-CASH-HDW-3601	Hand Held Scanner-Model 4600G	4	\$324.00	\$1,296.00	\$0.00	\$1,296.00
VAR-CASH-HDW-3605	Power Supply	4	\$28.00	\$112.00	\$0.00	\$112.00
VAR-CASH-HDW-3606	Printer-(EPSON TM-H6000iii)	4	\$1,094.00	\$4,376.00	\$0.00	\$4,376.00
VAR-CASH-HDW-3607	Cash Drawer	4	\$131.00	\$524.00	\$0.00	\$524.00

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VAR-CASH-HDW-3610	ID Tech MiniMag USB Reader	4	\$55.00	\$220.00	\$0.00	\$220.00
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Total: \$0.00 Total: \$8,178.00

Summary

	Fees	Maintenance
Total Software	\$106,505.00	\$6,997.00
Total Services	\$219,715.00	
Total System Software	\$4,750.00	\$950.00
Total Hardware	\$8,178.00	
Summary Total	\$339,148.00	\$7,947.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the

Tyler's OSDBA and Disaster Recovery Services are calculated at 25% of MUNIS annual maintenance. There is a \$2500 minimum for OSDBA and a \$5000 minimum for Disaster Recovery.

Database and Operating System licensing is the responsibility of the client. Neither are included in this quote.

Optional Software and Services - not included in Totals

Model #	Description	Quantity	Price	Extended Price	Discount	Software and Services
CV-BL-OB-B	BL Opt 1 - Bills - B	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
CV-BL-STD-B	BL Std Master - B	1	\$3,500.00	\$3,500.00	\$0.00	\$3,500.00
CV-FA-OH-B	FA Opt 1 - History - B	1	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
CV-FA-STD-B	FA Std Master - B	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-IN-OPC-B	IN Opt 1 - Commodity Codes - B	1	\$840.00	\$840.00	\$0.00	\$840.00
CV-IN-STD-B	IN Std Master - B	1	\$2,400.00	\$2,400.00	\$0.00	\$2,400.00

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CV-PI-OP1-C	Permits and Code Enforcement - Option 1 - C	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
CV-PI-OP2-C	Permits and Code Enforcement - Option 2 - C	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-PI-OP3-C	Permits and Code Enforcement - Option 3 - C	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-PI-STD-C	Permits and Code Enforcement - Standard - C WO Opt 1 - Work Order Asset	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-WO-OP1-B	- B WO Opt 2 - Closed WO	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
CV-WO-OP2-B	History No Cost Data - B WO Opt 3 - WO History With	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
CV-WO-OP3-B	Cost Data - B Bid Management - Consulting	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
FA-BM-CS-B	- B Bid Management - Support -	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-BM-SP-B	B Bid Management - Software -	1	\$396.00	\$396.00	\$0.00	\$396.00
FA-BM-SW-B	B Bid Management - Training -	1	\$2,200.00	\$2,200.00	\$0.00	\$2,200.00
FA-BM-TR-B	B Contract Management -	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-CM-CS-B	Consulting - B Contract Management -	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-CM-SP-B	Support - B Contract Management -	1	\$324.00	\$324.00	\$0.00	\$324.00
FA-CM-SW-B	Software - B Contract Management -	1	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00
FA-CM-TR-B	Training - B Employee Expense	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-EER-CS-B	Reimbursement - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00

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FA-EER-SP-B	Employee Expense Reimbursement - Support - B Employee Expense	1	\$396.00	\$396.00	\$0.00	\$396.00
FA-EER-SW-B	Reimbursement - Software - B Employee Expense	1	\$2,200.00	\$2,200.00	\$0.00	\$2,200.00
FA-EER-TR-B	Reimbursement - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-IN-CS-B	Inventory - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-IN-SP-B	Inventory - Support - B	1	\$792.00	\$792.00	\$0.00	\$792.00
FA-IN-SW-B	Inventory - Software - B	1	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00
FA-IN-TR-B	Inventory - Training - B	2	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
FA-PBB-CS-B	Performance Based Budgeting - Consulting - B	3	\$1,275.00	\$3,825.00	\$0.00	\$3,825.00
FA-PBB-SP-B	Performance Based Budgeting - Support - B	1	\$900.00	\$900.00	\$0.00	\$900.00
FA-PBB-TR-B	Performance Based Budgeting - Training - B	3	\$1,175.00	\$3,525.00	\$0.00	\$3,525.00
FA-WO-CS-B	Work Orders - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-WO-FC-B	Facilities Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-WO-FLC-B	Fleet Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
FA-WO-FLT-B	Fleet Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-WO-FT-B	Facilities Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
FA-WO-SP-B	Work Orders, Fleet & Facilities - Support - B	1	\$990.00	\$990.00	\$0.00	\$990.00
FA-WO-SW-B	Work Orders, Fleet & Facilities - Software - B	1	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00
FA-WO-TR-B	Work Orders - Training - B	2	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
MISC-HW-001	Servers - Co. to purchase	1	\$24,778.00	\$24,778.00	\$0.00	\$24,778.00
OF-TIW-CS-B	Tyler Pulse - Consulting - B	2	\$1,275.00	\$2,550.00	\$0.00	\$2,550.00
OF-TIW-SP-B	Tyler Pulse - Support - B	1	\$3,750.00	\$3,750.00	\$0.00	\$3,750.00
OF-TIW-TR-B	Tyler Pulse - Training - B	6	\$1,175.00	\$7,050.00	\$0.00	\$7,050.00
OF-TIWCTA-CS-B	Tyler Pulse Connection (Tyler Application) CS - B	2	\$1,275.00	\$2,550.00	\$0.00	\$2,550.00

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OF-TIWCTA-SP-B	Tyler Pulse Connection (Tyler Application) SP - B	1	\$0.00	\$0.00	\$0.00	\$0.00
OF-TIWCTA-TR-B	Tyler Pulse Connection (Tyler Application) TR - B	2	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
OF-TIWCTPA-CS-B	Tyler Pulse Connection (Third Party App.) CS - B	2	\$1,275.00	\$2,550.00	\$0.00	\$2,550.00
OF-TIWCTPA-SP-B	Tyler Pulse Connection (Third Party App.) SP - B	1	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
OF-TIWCTPA-TR-B	Tyler Pulse Connection (Third Party App.) TR - B	6	\$1,175.00	\$7,050.00	\$0.00	\$7,050.00
RB-BL-CS-B	Bus Licenses - Consulting - B	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-BL-SP-B	Bus Licenses - Support - B	1	\$594.00	\$594.00	\$0.00	\$594.00
RB-BL-SW-B	Bus Licenses - Software - B	1	\$3,300.00	\$3,300.00	\$0.00	\$3,300.00
RB-BL-TR-B	Bus Licenses - Training - B	4	\$1,175.00	\$4,700.00	\$0.00	\$4,700.00
RB-CP-SW-C	Central Property File - Software - C	1	\$2,200.00	\$2,200.00	\$2,200.00	\$0.00
RB-PI-CS-C	Permits Code Enforce - Consulting - C	2	\$1,275.00	\$2,550.00	\$0.00	\$2,550.00
RB-PI-SP-C	Permits Code Enforce - Support - C	1	\$2,640.00	\$2,640.00	\$0.00	\$2,640.00
RB-PI-SW-C	Permits Code Enforce - Software - C	1	\$13,200.00	\$13,200.00	\$0.00	\$13,200.00
RB-PI-TR-C	Permits Code Enforce - Training - C	13	\$1,175.00	\$15,275.00	\$0.00	\$15,275.00
RB-VA-CS-C	VA Income Tax - Consulting - C	1	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
RB-VA-SP-C	VA Income Tax - Support - C	1	\$540.00	\$540.00	\$0.00	\$540.00
RB-VA-SW-C	VA Income Tax - Software - C	1	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
RB-VA-TR-C	VA Income Tax - Training - C	2	\$1,175.00	\$2,350.00	\$0.00	\$2,350.00
SVC-DIS-DR-01	MUNIS Disaster Recovery Service	1	\$6,997.00	\$6,997.00	\$0.00	\$6,997.00
SVC-TVL-EST	Estimated Travel Expenses	1	\$45,831.00	\$45,831.00	\$0.00	\$45,831.00

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TF-BL-SVC-B	Tyler Forms Business License Library - B	1	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
TF-PL-SVC-C	Tyler Forms Permits Library - C	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
VAR-BMI-ACC-SCAN	BMI-Fixed Asset Scanner BMI-ASSETTRACK-PPC for	1	\$2,195.00	\$2,195.00	\$0.00	\$2,195.00
VAR-BMI-ASTRK	MUNIS (Incl. Install Fee) Self Service Installation Fee	1	\$8,895.00	\$8,895.00	\$0.00	\$8,895.00
WEB-MSH-SELF-INS	(Client Hosted)	1	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
WEB-MSH-VND-SP-B	Business and Vendor Self Service - Support - B	1	\$495.00	\$495.00	\$0.00	\$495.00
WEB-MSH-VND-SW-B	Business and Vendor Self Service - Software - B	1	\$2,750.00	\$2,750.00	\$0.00	\$2,750.00
WEB-MSH-VND-TR-B	Business and Vendor Self Service - Training - B	1	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00

Total:
\$254,153.00

Unless otherwise indicated in the Contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted
in US Dollars

Stan

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 21, 2014

AGENDA TITLE:	James River Water Authority (JRWA) Funding Request				
MOTION(s):	<p>I move the Board of Supervisors approve a supplemental appropriation for the James River Water Authority (JRWA) in the amount of \$150,000.00 for administrative and engineering costs associated with the water withdrawal permitting process, with funding to come from Uncommitted Fund Balance.</p>				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediately				
DISCUSSION:	<p>The James River Water Authority (JRWA) is working with the Timmons Group with respect to Administrative and engineering necessary to have the DEQ Withdrawal permit updated and moved from Bremono Bluff to the Columbia area.</p> <p>Louisa County will also provide \$150,000 of funding to the JRWA to support these requirements.</p>				
FISCAL IMPACT:	Funding required to execute the DEQ withdrawal permit relocation.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	<p>JRWA established by Fluvanna County and Louisa County in 2009.</p> <p>Some preliminary engineering review and design work was accomplished at that time, but was not followed through to completion.</p>				
ENCLOSURES:					
REVIEWS	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 21, 2014

AGENDA TITLE:	Dogs in Residential Zoning Districts Overview				
MOTION(s):	None needed at this time.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Jay Lindsey, Planner, and Jason Stewart, Planning & Zoning Administrator				
PRESENTER(S):	Jay Lindsey, Planner				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	Recent Board of Supervisor discussions about how the number of dogs is regulated by the Zoning Ordinance and what potential options are available or needed for additional regulation prompted staff to gather information to present to the Board of Supervisors for informational purposes for potential future action on this matter.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	N/A	N/A	N/A	N/A	

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 21, 2014

AGENDA TITLE:	Architectural Review Boards Overview				
MOTION(s):	None needed at this time.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Jay Lindsey, Planner and Jason Stewart, Planning & Zoning Administrator				
PRESENTER(S):	Jay Lindsey				
RECOMMENDATION:	N/A				
TIMING:	N/A				
DISCUSSION:	Recent Board of Supervisor discussions about design standards and historic districts prompted staff to gather general information for the Board of Supervisors on Architectural/Corridor Overlay Review Boards, Guidelines and Regulations and how they work in other localities.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	N/A	N/A	N/A	N/A	

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 21, 2014

AGENDA TITLE:	Emergency Services Coordinator Update				
MOTION(s):	None				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Cheryl Elliott Wilkins				
PRESENTER(S):	Cheryl Elliott Wilkins				
RECOMMENDATION:	n/a				
TIMING:	n/a				
DISCUSSION:	Will present annual review of the accomplishments and challenges of Emergency Management in Fluvanna County.				
FISCAL IMPACT:	n/a				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	none				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 21, 2014

AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors regular meeting minutes.				
MOTION(s):	I move the regular meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, May 07, 2014 be adopted.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Mary L. Weaver, Clerk to the Board of Supervisors				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for May 07, 2014				
REVIEWS	Legal	Finance	Purchasing	HR	Other
	N/A	N/A	N/A	N/A	N/A

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
May 07, 2014, 4:00 pm**

MEMBERS PRESENT: Mozell Booker, Chairperson
Bob Ullenbruch, Vice-Chairperson
Donald W. Weaver
Tony O'Brien (*arrived at 4:08 pm*)
Mike Sheridan (*arrived at 4:49 pm*)

ALSO PRESENT: Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Mary Weaver, Clerk to the Board of Supervisors

CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Chairperson Booker called the meeting of Wednesday, May 07, 2014, to order at 4:00 p.m., in the Circuit Courtroom in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Chairperson Booker called for a moment of silence.

Chairperson Booker welcomed Rear Admiral Burhoe, President of FUMA, our recently appointed interim Sheriff, Eric Hess, County residents and staff to the regular Board meeting of May 7, 2014. She wished an early Happy Mother's Day to all the mothers in the audience.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Employee Health and Wellness Fair is Thursday, May 8th, 2014 at Carysbrook Softball Field.
- Sheriff's Office Drug Take Back collected 211 pounds of medications turned in for disposal; special thanks to Lt. David Wells and Master Deputy Keith Ayers.
- Fluvanna's 1st ever Earth Day Event was a huge success many thanks to Jonathan Pace, Anthony Tanner, Greg Sawyer, Robert Bryant and Wayne Stephens.
- Easter Egg Hunt at Pleasant Grove Park on Saturday, April 19th, 2014 had approximately 450 participants.
- Community Investment Collaborative Entrepreneurial Training Workshop, 6:00 pm, June 17, 2014, at the County Library.
- New and Improved BBQ Bands & Brews – Saturday, June 28, 2014.
- Fluvanna County Twitter account has been established (@FluvannaCounty).
- Purchasing Officer and staff efforts have received \$8,398.42 from selling surplus items over the past week.
- Upcoming meetings
 - Wednesday, May 21 – 7:00 pm, Regular Meeting
 - Wednesday, June 4 – 4:00 pm, Regular Meeting
7:00 pm Work Session (County Facility Space Utilization and Strategic Initiatives Update)
 - Wednesday, June 18 – 7:00 pm, Regular Meeting

PUBLIC COMMENTS #1

Chairperson Booker opened the floor for the first round of public comments.

With no one wishing to speak, Chairperson Booker closed the first round of public comments.

PUBLIC HEARING

None

ACTION MATTERS

Community Volunteer Coordinator Position - Mr. Steven M. Nichols, County Administrator, addressed the Board with this request in regards to creating an unpaid volunteer position organized under the office of the County Administrator.

MOTION:

Mr. Ullenbruch moved the Board of Supervisors approve the creation of a Community Volunteer Coordinator, an unpaid volunteer position organized under the office of the county Administrator. Mr. Weaver seconded. The motion carried, with a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

Boards, Commissions, and Committees Compensation Plan – Mr. Steven Nichols, County Administrator, addressed the Board with this request in regards to setting comparative compensation levels for members on eligible Boards, Commissions, and Committees.

MOTION:

Mr. Weaver moved the Board of Supervisors adopt the new compensation plan for Fluvanna County representatives on the following Boards, Commissions, and Committees, effective July 1, 2014, with the annual increase of \$2,341.00 to be transferred from FY15 Personnel Contingency. Mr. Ullenbruch seconded. The motion carried, with a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

Fluvanna County Board, Commission, and Committee Compensation

Position	Position	No.	Current Annual	FY15 Annual
Planning Commission	Chair	1	\$1,500.00	\$2,400.00
Planning Commission	Member	4	\$1,500.00	\$2,100.00
Planning Commission	BOS Rep	1	\$1,500.00	\$2,100.00
Social Services Board	Chair	1	\$1,020.00	\$1,105.00
Social Services Board	Member	4	\$660.00	\$715.00
Social Services Board	BOS Rep	1	\$660.00	\$715.00
Electoral Board	Chair	1	\$2,257.58	\$2,064.50
Electoral Board	Vice Chair	1	\$2,257.58	\$2,064.50
Electoral Board	Secretary	1	\$4,514.90	\$4,129.00
Jail Board	Member	1	\$85.00 / Meeting	\$85.00 / Meeting
Jail Board	Sheriff	1	\$85.00 / Meeting	\$85.00 / Meeting
Board of Zoning Appeals	Member	5	\$60.00 / Meeting	\$60.00 / Meeting
Board of Equalization	Member	3	\$15.00 / Hour	\$20.00 / Hour
Board of Equalization	Admin Asst	1	\$15.00 / Hour	\$20.00 / Hour

Vacancy in the Office of Sheriff – Mr. Steven M. Nichols, County Administrator, addressed the Board with the resignation of Sheriff Washington and requested Petition for Special Election to fill the vacancy.

MOTION:

Mr. Ullenbruch moved to approve the Petition of the Fluvanna County Board of Supervisors for Special Election to Fill the Vacancy in the Office of Sheriff. Mr. O'Brien seconded. The motion carried, with a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

Appointment/Fluvanna Partnership for Aging, At-Large Position – Mr. Steven M. Nichols, County Administrator, addressed the Board with this request to fill one of the At-Large positions for the Partnership for Aging.

MOTION:

Mr. Weaver moved to appoint Ms. Stephanie Fick to the Fluvanna Partnership for Aging, At-Large Position, with a term to begin immediately and to terminate December 31, 2017. Mr. Ullenbruch seconded. The motion carried, with a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

Appointment/Community Policy and Management Team (CPMT) Citizen Representative Position – Mr. Steven M. Nichols, County Administrator, addressed the Board with this request to fill the Citizen Representative position for the CPMT.

MOTION:

Mr. Ullenbruch moved to appoint Mr. William Hughes to the Community Policy and Management Team (CPMT), Citizen Representative Position, with a term to begin immediately and to

terminate December 31, 2014. This position replaces that of Mr. Gene Ott, who resigned. Mr. O'Brien seconded. The motion carried, with a vote of 4-0. AYES: Booker, Ullenbruch, O'Brien, and Weaver. NAYS: None. ABSENT: Sheridan.

PRESENTATIONS

VDOT Report and VDOT Six-Year Plan for Fiscal Years 2014/15 through 2019/20 and the Secondary System Construction Budget for Fiscal Year 2014/15 – Mr. Greg Banks, VDOT Secondary Programming Coordinator, reviewed with the Board the project priorities scheduled in the six-year plan for Fluvanna. Mr. Banks asked the Board to give him any additions or changes they would like to see prior to the Public Hearing on June 4, 2014. The Board discussed dirt roads needing hard surfacing and the rural addition program. Mr. Ullenbruch and Mr. Weaver inquired about the wooden guard rail that was requested for Garden Lane.

Fork Union Sanitary District Options – Mr. Wayne Stephens, Public Works Director, addressed the Board in regards to the financial situation and rate options for the Fork Union Sanitary District to assist it being more self-sufficient. The Fork Union Sanitary District Advisory Committee recommended implementing Option 5 rates (\$21.00 for up to 2K gal and \$11.00 for >2K gal with no ad valorem tax). Rear Admiral Burhoe, President of FUMA, addressed the Board in favor of a rate increase if it means reliable water service. The Board discussed the various rate options in depth along with other possible options. The **Board directed** staff to present a resolution for new FUSD water rates (Option 5) at the May 21, 2014 meeting.

Radon Ordinance Review – Mr. Darius Lester, Building Official and Ms. Cheryl Wilkins, Emergency Services Coordinator, reviewed with the Board the research and education that was done in regards to Radon in Fluvanna. Staff recommends continuing with community education, providing home testing kits, providing radon information brochures for new construction applicants, as requested and not making any changes to the county ordinances at this time.

CONSENT AGENDA

The following items were approved under the consent agenda:

MOTION:

Mr. Weaver moved to approve the consent agenda, which consisted of:

- Public Hearing Minutes of April 09, 2014.
- Minutes of April 16, 2014.
- Accounts Payable Report, \$1,661,828.22.
- Declaration/Virginia Cooperative Extension Day.
- FY14 FCPS Federal School Improvement Grant, \$4,100.00.
- FY14 Local Emergency Management Performance Grant, \$15,000.00

Mr. O'Brien seconded. The motion carried, with a vote of 5-0. AYES: Booker, Ullenbruch, Sheridan, O'Brien, and Weaver. NAYS: None. ABSENT: None

UNFINISHED BUSINESS

None

NEW BUSINESS

None

PUBLIC COMMENTS #2

Chairperson Booker opened the floor for the second round of public comments.

With no one wishing to speak, Chairperson Booker closed the second round of public comments.

RECESS for Dinner at 6:25pm

RECONVENED for Work Session at 7:05pm

Alternative Revenue Sources and Options – Mr. Steven M. Nichols, County Administrator, reviewed with the Board, Fluvanna County's existing revenue and potential sources of new revenue (BPOL Tax, Business License Fee, Meals Tax, Revenue Recovery, etc.). Some of the ideas were taken from a project from participants in the Fluvanna

Leadership Development Program for 2014. Comparisons were done with the local area counties and other counties around the Commonwealth of similar size. Staff recommended to:

- Develop financial analysis and plan to implement: BPOL Business License Fee & EMS Revenue Recovery.
- Perform financial analysis and investigate implementing a Meals Tax.
- Perform financial analysis and investigate changing various Planning fees (based on cost recovery).
- Finalize Fluvanna County Proffer Guidance for BOS review.
- Review significant differences in revenue collections by comparison counties for existing taxes, fees, interest, etc.
- Consider using some of the additional revenue to reduce the Personal Property Tax Rate (at least for businesses)

The board discussed the various options.

Strategic Initiatives Action Plan Update – Mr. Steven M. Nichols, County Administrator, reviewed with the Board the status of what initiatives are in progress and pending on the Strategic Initiative Action Plan. Mr. Nichols also briefed the Board on what the BOS Champions responsibilities are and who is assigned to what initiatives.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING:

At 8:16 p.m., Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the Virginia Code Section 2.2-3711A.1, 2.2-3711A.3, 2.23711 A.5, 2.23711 A.6 and 2.23711 A.7 for discussion of Disposition of Personnel Matters, Real Estate, Prospective Industry, Investment of Funds and Legal Matters. Mr. Sheridan seconded. The motion carried, with a vote of 5-0. AYES: Booker, Ullenbruch, Sheridan, O'Brien and Weaver. NAYS: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION:

At 10:35 p.m., Mr. Weaver moved the closed meeting be adjourned and the Fluvanna County Board of Supervisors reconvene again in open session and **"BE IT RESOLVED** to the best of my knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting." The motion carried, with a roll call vote of 5-0. AYES: Booker, Ullenbruch, Sheridan, O'Brien and Weaver. NAYS: None. ABSENT: None.

ADJOURN

MOTION:

At 10:37 p.m., Mr. Weaver moved to adjourn the meeting of Wednesday, May 07, 2014. Mr. Sheridan seconded. The motion carried, with a vote of 5-0. AYES: Booker, Ullenbruch, Sheridan, O'Brien, and Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Mary L. Weaver, Clerk

Mozell H. Booker, Chairperson

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 21, 2014

AGENDA TITLE:	FY2015 County Administrator increase				
MOTION(s):	I move the Board of Supervisors approve a 2.5% salary increase for Mr. Steven M. Nichols, the County Administrator, under the FY15 approved pay plan and a \$3,000 performance bonus effective the first pay period of FY2015. The base salary increase of \$2,895 and the one- time bonus of \$3,000 to be transferred from FY15 personnel contingency.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Gail Parrish, Human Resource Manager				
PRESENTER(S):					
RECOMMENDATION:	approval				
TIMING:	Effective first payroll of FY2015				
DISCUSSION:	As approved during the Annual Performance Review				
FISCAL IMPACT:	Salary and benefits increase of \$3,500 + bonus with FICA \$ 3,230 = \$6,730				
POLICY IMPACT:	none				
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X			X	

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 05/21/2014

AGENDA TITLE:	FY14 Sheriff's Department Insurance Claims				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$23,924.90 to the FY14 Sheriff's Budget to reflect reimbursement from insurance claims for four vehicles.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The County has received four reimbursement checks from VACORP for damages to four Sheriff's Department vehicles.</p> <ul style="list-style-type: none"> • \$2,481.75 – damages occurred 11/15/13 • \$7,762.31 – damages occurred 1/25/14 • \$6,390.74 – damages occurred 1/25/14 • \$7,290.10 – damages occurred 3/5/14 				
FISCAL IMPACT:	The FY14 General Fund budget revenues and expenditures will increase by \$23,924.90				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VaCorp Insurance Claim Letters				
REVIEWS	Legal	Finance	Purchasing	HR	Other
		X			



VACoRP

December 11, 2013

308 Market Street, SE, Suites 1 & 2
Roanoke, Virginia 24011

Fluvanna County
Attention: Joe Rodish
P O Box 299
Palmyra, VA 22963

540.345.8500
toll free 888.822.6772
fax 540.345.5330
toll free 877.212.8599

Virginia Association of Counties Self-Insurance Risk Pool

Participant: Fluvanna County
Claim Number: 0322013088710
Date of Loss: 11/15/2013

Dear Mr. Rodish :

Enclosed please find VACoRP property damage check in the amount of \$2,481.75 to cover the repair cost to the 2006 Ford Explorer VIN# 2959. This amount was determined by the C&C Auto Body estimate that was submitted for \$2981.75 after the \$500.00 policy deductible was applied.

If you should have any questions regarding this payment, please do not hesitate to contact our office.

Sincerely,



Shane Quinley
Claims Associate

Enclosure
check



VACoRP

March 6, 2014

308 Market Street, SE, Suites 1 & 2
Roanoke, Virginia 24011

Fluvanna County
Attention: Nicole Carter
P O Box 540
Palmyra, VA 22963

540.345.8500
toll free 888.822.6772
fax 540.345.5330
toll free 877.212.8599

Virginia Association of Counties Self-Insurance Risk Pool

Participant: Fluvanna County
Claim Number: 0322014100512
Date of Loss: 01/25/2014

Dear Ms. Carter:

Enclosed please find a VACoRP property damage check in the amount of \$7,762.31 to cover the repair cost to the 2012 Dodge Charger VIN# 2942. This amount was determined by the S&S Appraisal Services estimate that was submitted for \$8,262.31 after the \$500.00 policy deductible was applied.

If you should have any questions regarding this payment, please do not hesitate to contact our office.

Sincerely,

Shane Quinley
Claims Associate

Enclosure
check



VACoRP

March 6, 2014

308 Market Street, SE, Suites 1 & 2
Roanoke, Virginia 24011

Fluvanna County
Attention: Nicole Carter
P O Box 540
Palmyra, VA 22963

540.345.8500
toll free 888.822.6772
fax 540.345.5330
toll free 877.212.8599

Virginia Association of Counties Self-Insurance Risk Pool

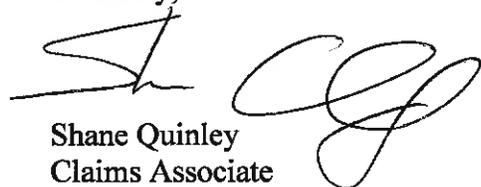
Participant: Fluvanna County
Claim Number: 0322014100512
Date of Loss: 01/25/2014

Dear Ms. Carter:

Enclosed please find a VACoRP property damage check in the amount of \$6,390.74 to cover the repair cost to the 2011 Dodge Charger VIN# 0698. This amount was determined by the S&S Appraisal Services estimate that was submitted for \$6,390.74.

If you should have any questions regarding this payment, please do not hesitate to contact our office.

Sincerely,


Shane Quinley
Claims Associate

Enclosure
check



VACORP

March 21, 2014

308 Market Street, SE, Suites 1 & 2
Roanoke, Virginia 24011

Fluvanna County
Attention: Joe Rodish
P O Box 540
Palmyra, VA 22963

540.345.8500
toll free 888.822.6772
fax 540.345.5330
toll free 877.212.8599

Virginia Association of Counties Self-Insurance Risk Pool

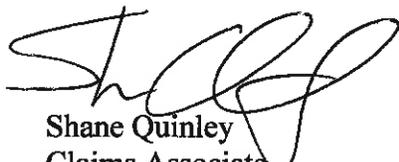
Participant: Fluvanna County
Claim Number: 0322014101995
Date of Loss: 03/05/2014

Dear Mr. Rodish:

Enclosed please find a VACORP property damage check in the amount of \$7,290.10 to cover the repair cost to the 2014 Ford Explorer VIN# 0003. This amount was determined by the S&S Appraisal Services estimate that was submitted for \$7,790.10 after the \$500.00 policy deductible was applied.

If you should have any questions regarding this payment, please do not hesitate to contact our office.

Sincerely,



Shane Quinley
Claims Associate

Enclosure
check

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 05/21/2014

AGENDA TITLE:	FY14 Department of Social Services Insurance Claim				
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation of \$293.40 to the FY14 Social Services Budget to reflect reimbursement from an insurance claim for a vehicle.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Eric Dahl, Director of Finance				
PRESENTER(S):	Eric Dahl, Director of Finance				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>The County has received one reimbursement check from VACORP for damage to one Department of Social Services vehicle.</p> <ul style="list-style-type: none"> • \$293.40 – damages occurred 11/11/13 				
FISCAL IMPACT:	The FY14 General Fund budget revenues and expenditures will increase by \$293.40				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	VaCorp Insurance Claim Letter				
REVIEWS	Legal	Finance	Purchasing	HR	Other
		X			



VACORP

March 19, 2014

308 Market Street, SE, Suites 1 & 2
Roanoke, Virginia 24011

Fluvanna County
Attention: Joe Rodish
P O Box 540
Palmyra, VA 22963

540.345.8500
toll free 888.822.6772
fax 540.345.5330
toll free 877.212.8599

Virginia Association of Counties Self-Insurance Risk Pool

Participant: Fluvanna County
Claim Number: 0322013087912
Date of Loss: 11/11/2013

Dear Mr. Rodish:

Enclosed please find a VACORP property damage check in the amount of \$293.40 to cover the repair cost to the 2001 Chevrolet Lumina VIN# 0028. This amount was determined by the Scott's Paint & Body Inc estimate that was submitted for \$793.40 after the \$500.00 policy deductible was applied.

If you should have any questions regarding this payment, please do not hesitate to contact our office.

Sincerely,

Shane Quinley
Claims Associate

Enclosure
check

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 21, 2014

AGENDA TITLE:	Pleasant Grove Farm Museum Letter of Support				
MOTION(s):	I move the Board of Supervisors approve the Letter of Support for the Fluvanna County Historical Society's grant funding request to the Perry Foundation.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediately				
DISCUSSION:	<p>The Fluvanna County Historical Society is requesting \$30,000 for a Perry Foundation grant to support construction of the planned Museum of Rural Life at Pleasant Grove.</p> <p>The County has collaborated closely with the Historical Society and the Fluvanna Heritage Trail Foundation over the years to expand recreational and educational experiences in our cornerstone community park. This latest collaboration, the Museum of Rural Life, is compatible with our adopted master plan for Pleasant Grove Park complex. A local resident is donating much of his collection of antique farm equipment to the new museum, and when completed, the facility will draw additional visitors during special events and throughout the year.</p>				
FISCAL IMPACT:	FY16 CIP plan includes \$10K from the County and \$100K from grants to support the project.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Letter of Support and Historical Society Grant Request				
REVIEWS	Legal	Finance	Purchasing	HR	Other



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
FAX (434) 591-1911
www.fluvannacounty.org

BOARD OF SUPERVISORS

Mozell H. Booker, Chair
Fork Union District

Robert Ullenbruch, Vice Chair
Palmyra District

Mike Sheridan
Columbia District

Donald W. Weaver
Cunningham District

Tony O'Brien
Rivanna District

STAFF

Steven M. Nichols
County Administrator
snichols@fluvannacounty.org

Mary L. Weaver
Clerk to the Board
mweaver@fluvannacounty.org

May 21, 2014

The Perry Foundation, Inc.
P.O. Box 557
Charlottesville, VA 22902

Re: Letter of Support - Grant Application for Farm Museum

Dear Sir/Madam:

Fluvanna County strongly supports the planned Museum of Rural Life at Pleasant Grove, and we endorse the Fluvanna County Historical Society's request for a Perry Foundation grant of \$30,000 for this important public project.

The County has collaborated very closely with the Historical Society and the Fluvanna Heritage Trail Foundation over the years to expand recreational and educational experiences in our cornerstone community park. This latest collaboration, the Museum of Rural Life, is compatible with our adopted master plan for Pleasant Grove Park complex. A local resident is donating much of his collection of antique farm equipment to the new museum, and when completed, the facility will draw additional visitors during special events and throughout the year.

The Perry Foundation has been an important contributor to our success on past projects. We hope that you will see this new project as an important addition to the work that has already been accomplished at Pleasant Grove Park, and that you will agree with the merits of the project as outlined by the Historical Society.

I and my fellow supervisors, and our county staff are available to discuss the project at your convenience.

Sincerely,

Mozell H. Booker
Chairperson, Board of Supervisors

May 22, 2014

The Perry Foundation, Inc.
PO Box 557
Charlottesville, VA 22902

Dear Sir/Madam:

I am writing on behalf of the Fluvanna County Historical Society, which I chair, to apply for a Perry Foundation grant of \$30,000 for one of Fluvanna County's most important public projects, the creation of new Museum of Rural Life at Pleasant Grove. The project is the Society's, but it has strong support from the Fluvanna County Board of Supervisors and the Fluvanna Heritage Trail Foundation.

As you know, Fluvanna County, the Historical Society and the Fluvanna Heritage Trail Foundation formed a unique public/private partnership after the purchase of the 1,000 acre Pleasant Grove property in 1994 to ensure that the use of this magnificent space was properly planned and to involve the public in that planning process. The results are truly astounding. The Heritage Trail, including 3 picnic pavilions, a handicapped accessible trail, the restoration of the Pleasant Grove House summer kitchen and the blazing of a 4 mile trail system have all been completed. There is also a new sports complex. The new high school was designed to fit into the overall planning scheme and to take maximum advantage of its location on Pleasant Grove. A beautiful new public safety building has been built in a compatible architectural style, and a new library next to it was completed in 2008.

The Perry Foundation played a key role in this success. In a few months the restoration of the Pleasant Grove House, made possible partially by a Perry Foundation grant of \$50,000, will be completed, and it will begin to function as a Welcome Center for the county – a key ingredient in our efforts to foster heritage tourism. The Fluvanna Historical Society has an excellent track record of using Perry Foundation's grants wisely and effectively. The new project is a part of the overall plan for Pleasant Grove and will be located near the restored house.

Fluvanna County, in conjunction with the Fluvanna Historical Society and its Old Farm Day Committee, is planning to build a Museum of Rural Life at Pleasant Grove. The museum would be the center of an extensive complex providing information about Fluvanna's rich rural heritage. Plans call for it to be located near Fluvanna's new award-winning high school so that students will have direct access to this important interpretive center for meeting the SOL's and for other purposes. Old Farm Day celebrating local

farm life, held in early October each year, is one of the region's most successful events. It attracts each year between 4,000-7,000 visitors with vendors from throughout the region. Other events at Pleasant Grove attract equally large crowds. John May, one of the founders of Old Farm Day, is donating much of his collection of antique farm equipment to the new museum

It is clear that there is a need for the new museum and that it would attract visitors not only during special events but also throughout the year. The museum would be configured so that the displays would be open for public viewing throughout the day. The design of the museum will be based on the successful agricultural museum at Virginia's Chippokes State Park in Surry and would be compatible with the county's adopted master plan for Pleasant Grove Park.

It is estimated that the project will cost \$110,000. The County has included it in its Capital Improvements Plan and set aside \$10,000 to support the project. ~~as seed money. We anticipate that the County will be providing significantly more funds.~~ The Historical Society has committed \$10,000 for it. We are also applying for grants to the Dominion Foundation and the Charlottesville Area Community Foundation as well as seeking financial support from local Fluvanna donors.

The planned Museum of Rural Life would be the capstone of all the joint planning for the future use of Pleasant Grove. A recent survey taken of several thousand Fluvanna residents shows that Pleasant Grove has become the most important and respected public facility in the county. A significant commitment from The Perry Foundation would bring us to our goal of fully funding the project. We would request that you consider a grant of \$30,000 for the museum. I and county staff would be available to discuss the project at your convenience.

With best regards,

Sincerely yours,

Marvin F. Moss
President

Attachment: Photo of the Chippokes State Park Museum



Pleasant Grove House Rehabilitation Plan – South Elevation



1 FRONT (SOUTH) ELEVATION



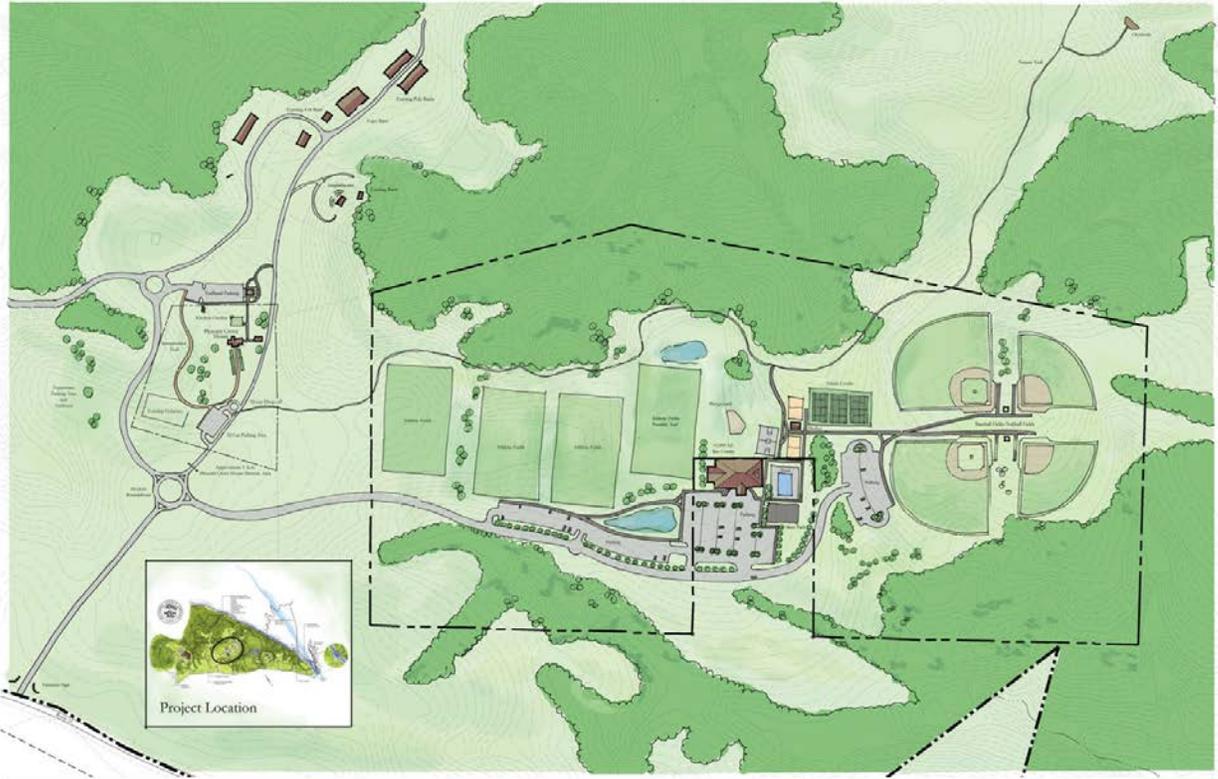
ANOTHER VIEW OF THE SOUTH ELEVATION



2 LEFT (EAST) ELEVATION



PROPOSED DESIGN OF THE REAR ADDITION



LPDA
 LAND PLANNING & DESIGN ARCHITECTS, INC.
 Fluvanna County, Virginia

Pleasant Grove
 Preservation and Recreation Areas
 Master Plan

Scale 1" = 100'
 February 7, 2007

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: May 21, 2014

AGENDA TITLE:	Proclaim June 1 st – 7 th , 2014 as “Fluvanna Garden Club Week”				
MOTION(s):	I move the Fluvanna County Board of Supervisors approve the proclamation proclaiming the June 1 st – 7 th , 2014 as Fluvanna Garden Club Week.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Luvenia Rogers, President, Fluvanna Garden Club				
PRESENTER(S):	N/A				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	N/A				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Proclamation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	N/A	N/A	N/A	N/A	N/A

COUNTY OF FLUVANNA



PROCLAMATION 2014

WHEREAS, the Fluvanna Garden Club (FGC) is celebrating National Garden Week; and

WHEREAS, FGC members have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

WHEREAS, FGC members seek to add beauty, splendor, fragrance and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and

WHEREAS, FGC members advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

WHEREAS, FGC continuing efforts include increasing public awareness of the importance of using only local vegetation as landscaping materials; and

WHEREAS, FGC furnishes a challenging and productive activity for our citizens, for those just learning as well as those having years of experience; and

WHEREAS the FGC continues to support and celebrate local businesses by purchasing products and services; and

WHEREAS, FGC members will be delivering flower arrangements to local businesses, doctors' offices and churches, in honor of National Garden Week.

NOW THEREFORE, LET IT BE KNOWN, the County of Fluvanna recognizes the continuing importance of the volunteer hours the members of the Fluvanna Garden Club provide to enhance the viability of the County. We THE FLUVANNA COUNTY BOARD OF SUPERVISORS, proclaim June 1st – 7th, 2014 as "FLUVANNA GARDEN CLUB WEEK".

Signed and sealed this 21st day of May 2014.

Mozell H. Booker
Chair, County of Fluvanna Board of Supervisors



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540, Palmyra, VA 22963 · (434) 591-1910 · FAX (434) 591-1911 · www.fluvannacounty.org

MEMORANDUM

TO: Board of Supervisors
FROM: Eric Dahl, Director of Finance
SUBJECT: FY14 Contingency Balance
DATE: May 14, 2014

The balance for the BOS Contingency line for FY14 is as follows:

Board of Supervisors Contingency:

Beginning Budget:	\$100,000.00
LESS: U12 Youth Football 6.19.13	-\$19,965.00
LESS: James River Water Authority Funding 11.20.13	-\$25,000.00
LESS: Town of Columbia Signage 11.20.13	-\$3,000.00
LESS: Cunningham and Columbia Schools Insurance 12.04.13	-\$4,751.00
LESS: Fluvanna County Public Schools MUNIS Implementation 01.08.14	-\$20,000.00
LESS: Cunningham and Columbia Schools Appraisal 02.05.14	-\$3,000.00
ADD: Voluntary Contributions 1 st Half 02.19.14	+\$120.00
Available:	\$24,404.00

Total Available Budget: Board of Supervisors Contingency Line

\$24,404.00



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MEMORANDUM

TO: Board of Supervisors
FROM: Eric Dahl, Director of Finance
SUBJECT: FY14 Capital Reserve Balance
DATE: May 14, 2014

The balance for the Capital Reserve for County and Schools in FY14 is as follows:

County Capital Reserve:

FY14 Beginning Budget:	\$171,575.00
LESS: County Building and Fire Code Issues 12.04.13	-\$8,000.00
LESS: Cunningham School Tank Removal 12.04.13	-\$12,000.00
LESS: Carysbrook Field Lighting 12.18.13	-\$37,000.00
LESS: Social Services Building Preconditioning HVAC System 12.18.13	-\$22,400.00
LESS: County Elevator Repairs 03.05.14	-\$28,000.00
LESS: Health Dept. Office Improvements 03.05.14	-\$22,500.00
LESS: Exterior Painting of Buildings 03.05.14	-\$20,000.00
LESS: Social Services Building (3) Heat Pumps 03.19.14	-\$18,000.00
ADD: Adjustment - Under Budget Completed Projects	+\$10,855.00
Available:	\$14,530.00

Schools Capital Reserve:

FY14 Beginning Budget:	\$200,580.00
LESS: Abrams building datacenter infrastructure and generator 07.03.13	-\$40,000.00
LESS: Central Elementary intercom and phone system split 07.03.13	-\$8,500.00
LESS: School Bus Monitoring Cameras with GPS and Video Software 11.06.13	-\$25,500.00
LESS: Signage for Schools 02.19.14	-\$9,764.00
ADD: Adjustment - Under Budget Completed Projects	+\$5,877.00
Available:	\$122,693.00