



## CITY COUNCIL AGENDA ITEM

# #12

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### DISCUSS/TAKE ACTION ON AN AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND TYLER TECHNOLOGIES FOR HOSTED SOFTWARE MIGRATION

To: City Manager Courtney Barker  
From: Assistant City Manager Andy Stewart  
Meeting Date: 11/4/2015  
Department: Support Services

**Recommended Action:** Approve the Agreement between the City of Satellite Beach and Tyler Technologies for hosted accounting software.

**Summary:** Currently, the City is paying \$4,542 per year for maintenance of the FundBalance accounting software on our servers. However, our current accounting servers are aging and out of warranty. In order to upgrade, we would need to spend \$5,000 for a new server, plus \$10,000+ to upgrade the database engine for FundBalance to run on the new server, as well as our regular yearly software maintenance.

The best alternate plan is to switch to hosted FundBalance software provided by Tyler Technologies. The advantages are no hardware cost or upgrades, no retraining requirements since we would run the same software we have had for more than a decade, instant software upgrades, easier, faster and more secure access to our accounting modules in the City, automatic data backups, and reduced technical support by the City's Information System Specialist to maintain the software and hardware.

**Budget Impacts:** \$14,701

**Attachments:**

- Hosted Software Migration Agreement



## HOSTED SOFTWARE MIGRATION AGREEMENT

This Hosted Software Migration Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to license contract ("On-Premise Contract") under which Client purchased, and Tyler provided, certain products and services more particularly described in the On-Premise Contract ("Tyler Software");

WHEREAS, Client now desires to migrate the Tyler Software to Tyler's servers to be hosted by Tyler for Client's benefit, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

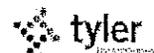
### SECTION A – DEFINITIONS

- **"Agreement"** means this Hosted Software Migration Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Satellite Beach, FL.
- **"Data"** means the data necessary to utilize the hosted Tyler Software.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the number of named users that are authorized to use the Hosting Services. The Defined Named Users for the Agreement are indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Hosting Fees"** means the fees for the Hosting Services identified in the Investment Summary.
- **"Hosting Services"** means the hosting of certain components of the Tyler Software, as indicated in the Investment Summary, on Tyler's servers, and includes services Tyler performs for the hosted Tyler Software, and includes the right to access and use the hosted Tyler Software, and support services under the Maintenance and Support Agreement. Managed Hosting Services do not include support of an operating system or hardware, support outside of our normal business hours, or training,

- consulting, or other professional services.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
  - **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
  - **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
  - **“SLA”** means the service level agreement applicable to the Managed Hosting Services. A copy of our current SLA is attached hereto as Exhibit D.
  - **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
  - **“Third Party End User License Agreement(s)”** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit F.
  - **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
  - **“Third Party Products”** means the Third Party Software and Third Party Hardware.
  - **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
  - **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
  - **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
  - **“we”, “us”, “our”** and similar terms mean Tyler.
  - **“you”** and similar terms mean Client.

## SECTION B – HOSTING SERVICES

1. **Hosting.** We will host at our data center and make available to you the Tyler Software indicated in the Investment Summary.
2. **Restrictions.** We grant to you the non-exclusive, non-assignable limited right to use the Tyler Software and the Hosting Services solely for your internal business purposes for the number of Defined Named Users only. Access to the Tyler Software will be provided under the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the Hosting Services. Upon our grant of access to the Hosting Services to you, your license to use the Tyler Software loaded from your servers will terminate.
3. **Hosting Term.** The Hosting Services term will commence upon the date we make the hosted environment available to you, and will remain in effect for three (3) years. The hosting term will renew automatically thereafter for additional one (1) year terms at Tyler’s then-current rates unless such renewal is cancelled in writing by either party at least thirty (30) days prior to the end of the then-current term.
4. **Service Levels.** For as long as the Hosting Services term is in effect, we will provide you access to the hosted components of the Tyler Software in accordance with our then-current SLA.
5. **Hosting Fees.** You agree to pay us the Hosting Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The Hosting Fees are based on the number of Defined Named Users and

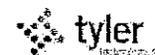


amount of Data Storage Capacity, if applicable. You may add additional concurrent users or additional data storage capacity on the term set forth in Section I(1).

6. Failure to Pay Hosting Fees. You acknowledge that continued access to the Hosting Services is contingent upon your timely payment of the Hosting Fees. If you fail to timely pay the Hosting Fees, we may discontinue the Hosting Services and deny your access to the hosted components of the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

#### SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.



7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

#### SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software Products, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

#### SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

5. MyGovPay/Virtual Pay. The MyGovPay/Virtual Pay functionality, to the extent you have purchased it, is provided to you according to the terms and conditions set forth in this Agreement, and the provisions of Exhibit F.

**SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

## SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section J(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.
3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

## SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
  - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent,

in which case you will stop running the allegedly infringing Tyler Software immediately.

- 1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION H(1).
4. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (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; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

#### SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if

requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. 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. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, 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 other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and 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) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive

an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Client Authority. You represent and warrant that you enter into this Agreement with the approval of your governing body and in accordance with all applicable statutory requirements.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its rules on conflicts of law.
21. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.  
Local Government Division

City of Satellite Beach, FL

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

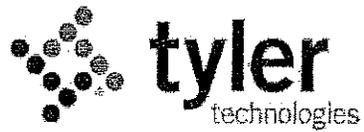
Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
5519 53<sup>rd</sup> Street  
Lubbock, Texas 79414  
Attention: Brett Cate

Address for Notices:

City of Satellite Beach  
565 Cassia Blvd.  
Satellite Beach, FL 32937  
Attention: Adam Schultz



## Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

<b>Investment Summary</b> Adam Schultz City of Satellite Beach							
<b>Prepared for:</b> City of Satellite Beach						<b>Contract ID #:</b> 2015-0271	
<b>Contact Person:</b> Adam Schultz <b>Address:</b> 565 Cassia Blvd. Satellite Beach, FL 32937						<b>Issue Date:</b> 10/09/15	
<b>Phone:</b> (321) 508-4233 <b>Fax:</b> <b>Email:</b> aschultz@satellitebeach.org						<b>Sales Rep:</b> D. Latosinski	
						<b>Tax Exempt:</b> Yes / No	
<b>Product, Service &amp; Equipment</b>	<b>Upon Execution</b>	<b>Upon Delivery</b>	<b>As Agreed Upon</b>	<b>As Progress Occurs</b>	<b>Totals</b>	<b>Annual Fees</b>	
Total Subscription Fees	14,701				14,701	14,701	
<b>Totals</b>	<b>14,701</b>				<b>14,701</b>	<b>14,701</b>	
<i>Please Note: Travel expenses will be billed as incurred.</i>							

## Subscription Summary

Adam Schultz  
 City of Satellite Beach  
 October 9, 2015



### Investment Summary

Subscription - Hosted		Annual Fees
Length of Agreement	3 Years - 36 Months	
Annual Subscription Fee		7,265
Annual User Fee	12	6,900
Tyler On-Demand		536
<b>Summary</b>		<b>14,701</b>

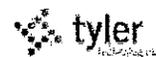
**\*\*Note:** Additional users may be added at any time at the per user rate of \$575 per year.

**Software Licenses**

Adam Schultz  
 City of Satellite Beach  
 October 9, 2015



Application Software	QTY	Amount Price
<b>Fundbalance Financial Management Suite</b>		17,100.00
General Ledger/Budget	Up to 99 users	6,000.00
Accounts Payable	Up to 99 users	4,000.00
Capital Assets	2-4 Users	6,000.00
<b>Fundbalance Customer Relationship Management Suite</b>		1,100.00
Cash Receipts	Up to 99 users	1,100.00





## Invoicing and Payment Policy

We will provide you with the software, products, and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *Hosting Fees:* Hosting fees are invoiced on an annual basis, beginning on the date we make the Hosting Services available to you. Your annual Hosting Fees for the initial term are as set forth in the Investment Summary.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed at hourly rates and invoiced as delivered.

2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

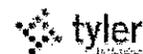
3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.



**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



## **Business Travel Policy**

### **1. Air Travel**

#### **A. Reservations & Tickets**

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

#### **B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

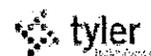
- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

### **2. Ground Transportation**

#### **A. Private Automobile**

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



**B. Rental Car**

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

**C. Public Transportation**

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

**D. Parking & Tolls**

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

**3. Lodging**

Tyler's TMC 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 Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

**4. Meals and Incidental Expenses**

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

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 & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

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

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

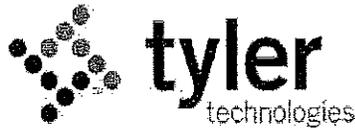
B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. 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 an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



## 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 Agreement. The SLA is effective as of Effective Date. Capitalized Terms not defined herein shall have the meaning assigned to such terms in the Agreement.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that the Client has requested Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the Agreement. This SLA does not apply to any components of Tyler Software not hosted by Tyler through the Hosting Services.

### II. Definitions

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

*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 Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

*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.

#### a. Client Responsibilities

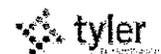
Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

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.

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.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the Hosting Fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the 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:

100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of Hosting Fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of Hosting 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.

**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.

# Local Government Division Support Call Process

## Products Covered

Incode		
Incode Financials	Incode CIS/CRM	Incode Court Case Management
Incode Tyler Public Safety		
Eagle		
Eagle Recording	Eagle Tax (Assessor/Treasurer)	Tyler Content Manager
Other		
Energov	Infinite Visions	

## Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group. Email will be used for responses.
- (3) On-line submission – for less urgent and project-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (4) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to support one another, share best practices and resources, and access documentation.

During the Implementation to Support handoff meeting, at the conclusion of the client's project, Tyler representatives will provide the most current toll-free telephone number and email address for submitting support incidents, based on the software licensed.

## Support Availability

Our established software support hours are Monday through Friday from 7:00 AM – 7:00 PM Central Time.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

The hours and holiday schedule set forth above does not apply to users of Tyler Public Safety, who have 24/7/365 access to software support personnel for critical issues. Each incident will be billed at the hourly

rate and minimum charges, according to the terms of our then-current Tyler Public Safety 24/7/365 Support document. Our current Tyler Public Safety 24/7/365 Support document is provided below.

## **Issue Handling**

### *Incident Tracking*

When a support incident cannot be resolved during its initiation, the client receives an incident tracking number for that issue. The incident tracking number is used to track and reference open issues when clients contact support.

### *Incident Escalation*

Tyler's software support consists of four levels of personnel:

- (1) Software Support Analysts – front-line representatives
- (2) Software Support Advisors – more senior in their support role, the Advisors assist Software Support Analysts and take on escalated issues
- (3) Software Support Team Leads – responsible for the day-to-day supervision of Analysts and Advisors and may assist in incident escalations
- (4) Software Support Managers – responsible for the management of support teams for either a single product or a product group

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – by logging into the client incident portal and referencing the appropriate incident tracking number, clients can modify the priority of an issue.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the below chart. The goal of this structure is to clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
1	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Hot Fix – Emergency patch to software as soon as possible
2	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.	Regularly-scheduled patch
3	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.	Next Release – Scheduled for the next major release

Issue Priorities & Resolutions			
Priority Level	Characteristics of Support Incident	Resolution Targets	Development Actions
4	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents within two version release cycles and a cosmetic or other support incident that does not qualify as any other Priority Level incident with a future version release.	Future release – not scheduled; reviewed at next planning stage

## Hardware and Other Systems

If in the process of diagnosing a software support issue it is discovered that a peripheral system or its software is the cause of the issue, Tyler will notify the client so that the client may contact the support agency for that peripheral system. Tyler cannot support or maintain third-party software or hardware.

In order for Tyler to provide the highest level of software support, the client bears the following responsibility related to hardware and software:

- (1) All infrastructure executing Tyler software shall be managed by the client.
- (2) Support contracts for all third-party software (ex: operating systems, database management systems) associated with Tyler software shall be maintained. Tyler does not support these third-party products.
- (3) Daily database backups must be performed; client shall verify the backups are successful.



## CITY COUNCIL AGENDA ITEM

# #13

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### DISCUSS/TAKE ACTION ON MEMBERSHIP WITH COCOA BEACH REGIONAL CHAMBER OF COMMERCE

To: City Manager Courtney Barker  
From: Assistant City Manager Andy Stewart  
Meeting Date: 11/4/2015  
Department: Support Services

**Recommended Action:** Approve the City's membership with the Cocoa Beach Regional Chamber of Commerce.

**Summary:** The City Council's goals for 2015 include the following:

"Business Environment: Resolve impediments (e.g., undersized/nonconforming lots) to new businesses, and inform the business community."

Most cities are involved with their local Chamber of Commerce organizations to keep a close working relationship with their businesses. Chamber events are very beneficial in gaining insight on the issues that face businesses. By interacting with the business community, our City can form policy and programs to assist their growth and success. Chamber membership can also bring benefits to our community through the Military Affairs Council, which would provide another avenue to discuss issues with our military partners.

The City has inquired and learned that the Chamber has numerous Satellite Beach businesses listed as members. Additionally, we have vetted their legislative priorities and determined that their priorities align with the City's policies and priorities.

**Budget Impacts:** \$641.00

**Attachments:**

- Packet of information from the Cocoa Beach Chamber of Commerce

## Courtney Barker

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**From:** Cheryl Clark [CClark@cocoabeachchamber.com]  
**Sent:** Wednesday, August 12, 2015 1:44 PM  
**To:** Courtney Barker  
**Cc:** Jennifer Sugarman  
**Subject:** Chamber Info  
**Attachments:** New Partner Brochure\_Updated.pdf; WF August Calendar.jpg; TOC Vendor Form 2015.pdf; Taste of the Avenue Vendor Form 2015.pdf; WF September Calendar.jpg; BCOY 2015 Sponsor Guest Registration Form.pdf

Courtney,

Thanks for your interest in our chamber. We are a network of over 1600 local businesses, providing the platform for you to meet those businesses face to face and promote directly to them. We are the largest Chamber in the county covering all of Central Brevard. We now have 4 locations to service all our partners needs. The cost to join is \$320.00 per year, plus \$2.50 per full time employee and \$1.50 per part time employee, plus a one time \$25.00 application fee. The cost for you to join the Chamber would be \$641.00. We can generate an invoice if you would like, please let me know.

Our Convention and Visitors Bureau (CVB) is how we target the tourists. We have thousands of tourist who contact us on a monthly basis to request information on our area. We mail out packages to them with information. We also do thousands of welcome bags for conventions, weddings, reunions, etc. We have a tourism office on A-1-A, where our CVB members can place their collateral materials for tourist distribution. We also print a tourism guide that is printed 175,000 times and distributed in over 1000 locations on the space coast and beyond. We have a monthly meeting of Hotels, Restaurants and Attractions in our local area. The web site is [www.visitcocoabeach.com](http://www.visitcocoabeach.com) where you would have a page with picture, logo, links and a description . AND, we also just opened the welcome center in the new Exploration Tower in Port Canaveral that will welcome thousands of Cruise ship passengers on a yearly basis! The cost for the CVB is an additional \$210.00 per year.

List of benefits:

- Listed for **FREE** in our directory on our free phone app. As a member You will have your own web page on our site, [www.cocoabeachchamber.com](http://www.cocoabeachchamber.com) linked to your site (w/ picture, logo, address and description, map, link to Facebook and LinkedIn, etc....)
- **FREE** Ribbon Cutting at your location
- Business cards and fliers in our lobbies in Merritt Island and The Avenue Viera.
- Access to targeted lists of business prospects at **no charge**
- Involvement in 8 different weekly leads groups
- Sponsor meetings to showcase your business
- Monthly Wednesday Friendsday networking event with **400-500 people in attendance**
- Various tabletop events where your company can set up a display table
- Free job listings to fill employment needs
- Monthly **FREE** seminars to help you grow your business at **NO COST TO YOU (great opportunity to network)**
- Promote your special offers by posting a "Hot Deal" on our web site for **FREE**
- Promotion of your events on the Chamber Calendar on our web site for **FREE**
- Being a member lends credibility to your business
- **FREE** newspaper & Web Advertising ( Hometown News, Brevard Business News, [EverythingBrevard.com](http://EverythingBrevard.com), iHeart Radio & Florida Today) valued at over **\$1000.00**

Our next big event, Wednesday Friendsday, 5:30-7:30 p.m., will be International Palms Resort, Cocoa Beach, September 2<sup>nd</sup>. This is a great way to meet the business community face to face. We will have 400-500 local businesses in attendance. I have attached information on several of our upcoming events for your review.

I know this is a lot of info, please call me if you have questions about the chamber. Feel free to call me anytime on my cell at 321-544-3749. Jennifer Sugarman, our CEO, and I would love to come meet with you and discuss ways we can work together, as well as, all the opportunities available to you. Please let me know when is best for you.

*Cheryl Clark*

**Merritt Island Office**

400 Fortenberry Rd.

Merritt Island, FL 32952

**Viera Office**

2290 Towne Center Avenue Ste 107

Viera, FL 32940

321-454-2025 Phone

321-459-2232 Fax

[cclark@cocoabeachchamber.com](mailto:cclark@cocoabeachchamber.com)

[www.cocoabeachchamber.com](http://www.cocoabeachchamber.com)

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## 2015 Partnership / Council Application

Application Date \_\_\_\_\_

All applicants are subject to approval by the Cocoa Beach Regional Chamber of Commerce's Board of Directors.

Organization Name: \_\_\_\_\_

Main Contact Name: Mr[] Ms[] \_\_\_\_\_

President/CEO Name(s): Mr[] Ms[] \_\_\_\_\_

Additional Contact Name(s): Mr[] Ms[] \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Occ. License #: \_\_\_\_\_

Business Categories -- Choose from the Chamber's website:  
[www.cocoabeachchamber.com](http://www.cocoabeachchamber.com), under Business Directory.

(Partnership includes (1) Category, each additional category is \$25).

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Your Investment in Your Organization-- To calculate your annual investment in the CBRCC, enter the amount of all lines that pertain to your organization and/or # of employees.

Sole Proprietor @ \$300.00 \_\_\_\_\_ BRC \$ \_\_\_\_\_

Employees 1-3 (Base) @ \$320.00 \_\_\_\_\_ MAC \$ \_\_\_\_\_

Employees 4-100 @ \$2.50 ea. \_\_\_\_\_ CVB \$ \_\_\_\_\_

Employees 101-300 @ \$1.75 ea. \_\_\_\_\_

Booster @ \$80.00 pp \_\_\_\_\_

Non-Profit Organizations @ \$150.00 \_\_\_\_\_

Business w/ more than one location + Appropriate Fee\*

Additional Location (\$50 ea.) \_\_\_\_\_

\*Auto Dealership: \$350.00 \_\_\_\_\_

\*Financial Institutions: \$450.00 \_\_\_\_\_

\*Hotels, Motels, Condominiums: Base + \$3.75 per room \_\_\_\_\_

(\*Associate Partner-- Individuals such as sales associates, financial consultants, insurance agents, doctors, attorneys, Realtors, CPA's, etc.

Parent organization must have Active Partnership. ) \$100.00 \_\_\_\_\_

APPLICATION FEE @ \$25.00 \_\_\_\_\_

Sub Total \_\_\_\_\_

TOTAL ANNUAL INVESTMENT: \$ \_\_\_\_\_

Payment Method: \_\_\_\_\_ Cash \_\_\_\_\_ Check \_\_\_\_\_ AX/MC/VISA/DISC

CHK# \_\_\_\_\_ CC# \_\_\_\_\_

Expiration Date: \_\_\_\_\_ (Signature required for CC payment)

Credit Card Code: \_\_\_\_\_ Zip Code \_\_\_\_\_

Sponsor(s): \_\_\_\_\_ Mgr Partnership Dev: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

## Get Involved!

### Discover how to reach the

### Community!

Join the:

Business Recognition Committee (BRC)

Convention and Visitors Bureau (CVB)

Military Affairs Council (MAC)

Non-Profit Task Force Committee

Leads Club

### Business Recognition Committee

The Business Recognition Committee acts as the catalyst for business success by providing partnerships and recognition to enhance business capabilities in the community.

BRC meets monthly on the second Tuesday at 8:00 AM in the Chamber Boardroom. All BRC members and guests are invited and encouraged to attend.

### Convention and Visitors Bureau

The Convention and Visitors Bureau serves as a source for strong partnerships to participate jointly in identifying and marketing the Cocoa Beach Area as a destination. CVB promotes the economic well-being and quality of life for the Cocoa Beach area through the development and execution of well-planned travel and tourism sales and marketing strategies.

### Military Affairs Council

The Military Affairs Council, known as MAC, is a Council of the Cocoa Beach Regional Chamber of Commerce. It is comprised of a voluntary group of dedicated individuals that work together to improve the quality of life for our military. This is accomplished by fostering positive relationships among the civilian and military communities.



COCOA BEACH REGIONAL  
Chamber of Commerce

*The Cocoa Beach Regional Chamber of Commerce serves as the voice of business, enhances quality of life in the community and acts as a catalyst for business success.*

**"GROW** your network  
Build your **BUSINESS**"

400 Fortenberry Rd, Merritt

Island, FL 32952

Phone: 321-459-2200

Fax: 321-459-2232

[www.cocoabeachchamber.com](http://www.cocoabeachchamber.com)

### Proudly Serving:

Cape Canaveral, Cocoa, Cocoa Beach, Kennedy Space Center, Merritt Island, Patrick Air Force Base, Port St. John, Rockledge, Suntree, Viera, Palm Shores and Brevard County

For more information contact,  
Partnership Development 321-459-2200



Cheryl Clark



Stefanie Mattia



Darlene Montano

## Partner Benefits

- 1/4 Page Ad—Hometown News **\$250 Value**
- 1/4 Page Ad—Brevard Business News **\$395 Value**
- Free Listing—EverythingBrevard.com **\$99 Value**
- 50% off Ad—Florida Today
- 50% off 1st Ad—iHeartMedia

- \$ Listing: Chamber website **\$500 Value**  
Business Directory  
Phone App - 'My Chamber App'  
Newsletter
- \$ Personalized webpage **\$5000 Value**
- \$ Web link to your web site **FREE**
- \$ Display Business cards and flyers in our lobby **FREE**
- \$ Ribbon Cuttings **FREE**
- \$ Job Listings **FREE**
- \$ Advertise 'Hot Deals' **FREE**
- \$ Promote your Events on our Chamber Calendar & Facebook Page **\$400 Value**
- \$ Business Referrals **PRICELESS!**
- \$ Networking Opportunities **PRICELESS!**

## Networking Opportunities

# GROW

 your business through networking

- Monthly Wednesday Friendsdays with 200-400 participants
- Monthly Council and Committee Meetings
- Monthly New Partner Orientations and Quarterly Receptions—FREE
- Weekly Leads Clubs Monthly Breakfasts/Luncheons
- Monthly Educational Seminars—FREE
- Signature Events throughout the year
- ★ All of our events have Sponsorship Opportunities
- ★ Add the Chamber logo to your business items and website
- ★ Being a Chamber Partner gives credibility to your business!

## Leads Clubs

Leads clubs are dynamic groups of Chamber partners who meet on a weekly basis to exchange business leads and ideas with fellow business professionals.

- You Got To Eat - Tuesdays, 12 noon, Red Lobster, Merritt Island
- Rising Stars - Wednesdays, 8:30 AM, Grills Riverside, Melbourne
- B2B - Wednesdays, 11 AM, Amici's Italian Restaurant, Suntree
- Networks - Thursdays, 8 AM, Lazy Bean Coffee Company, Cocoa
- Cape Connections - Thursdays, 12PM, Baja Tavern, Port Canaveral
- We Mean Business - Thurs, 12pm, Double D's BBQ, Rockledge
- Surfside Stars - Thursdays, 6:15 PM, Lobster Shanty, CB.

## Councils, Committees And Recurring Events

- Ambassadors- Last Monday of each month at 5:30 PM
- Business Recognition Committee—Second Tuesday of each month at 8 AM
- Convention and Visitors Bureau—Fourth Wednesday of each month at 9AM
- Military Affairs Council- Third Wednesday of each month at 5:30 PM
- Non-profit Council- Second Thursday of each month at 5:00 PM - 7:00 PM
- New Partner Welcome Orientations, Last Friday of each month at 8 AM with exceptions
- Wednesday Friendsday- Various Locations First Wednesday of each month from 5:30-7:30 PM



### COCOA BEACH REGIONAL Chamber of Commerce



Visit us on Facebook

follow us on twitter

JOIN OUR GROUP **LinkedIn**

**Cocoa Beach Regional Chamber of Commerce  
2015 Legislative Agenda**

The Cocoa Beach Regional Chamber of Commerce has identified - and will advocate for - the following priorities during the 2015 Florida Legislative Session.

- Support legislation and efforts to improve the water quality of the Indian River Lagoon, as well as protect Florida's valuable water resources. Oppose current oceans and marine sanctuary proposals that could effectively end both commercial and recreational fishing off Brevard's and Florida's coasts
  - Support increased funding for improvements to Port Canaveral including FSTD and reauthorization of Enterprise Zones. Support HB 257 to create transportations and logistics zones that qualify for economic incentives and tax benefits.
  - Support lower taxes and fees for businesses, including support for HB 140 that reduces commercial lease sales tax from 6% to 5% in 2015. Clarify and streamline permitting and regulatory processes.
  - Support legislation that encourages business growth, especially in emerging technology sectors such as life sciences, aerospace, manufacturing and defense. Support programs that provide technical certifications for manufacturing workers.
- 
- Encourage continued, targeted investment in human spaceflight and commercial/government space projects through incentives and support from Space Florida.
  - Support an increase in funding for Visit Florida to attract more U.S. and international tourism
  - Support programs and services for veterans, especially those that help with transition to civilian life, job training and employment.



## CITY COUNCIL AGENDA ITEM

# #14

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### DISCUSS/TAKE ACTION ON LETTER OF ENGAGEMENT TO HIRE REDMAN CONSULTING GROUP, INC. FOR SOLID WASTE CONSULTING SERVICES

To: City Manager Courtney Barker  
From: Assistant City Manager Andy Stewart  
Meeting Date: 11/4/2015  
Department: Support Services

**Recommended Action:** Approve the letter of engagement to hire RCG Consulting, Inc.

**Summary:** The franchise agreement with Waste Management, Inc. to provide solid waste services to the City of Satellite Beach expires on May 31, 2016. In an effort to continue providing competitive pricing and services among solid waste providers, City Staff is proposing issuing a Request for Proposal in advance of the agreement expiring on May 31, 2016.

Due to the detailed nature of these proposals and the importance of this service to the City, City Staff is proposing hiring RCG Consulting, Inc. to prepare a Request for Proposal on behalf of the City and to provide consulting services during contract negotiations with the selected solid waste provider. RCG has extensive experience in representing municipalities along the East Coast of Central Florida.

The cost of these services would be reimbursed by the selected solid waste provider.

**Budget Impacts:** Not to exceed \$29,950 to be reimbursed to the City by the selected provider.

**Attachments:**

- Letter of Engagement with RCG Consulting, Inc.
- Overview of RCG Consulting, Inc.



October 28,2015

Ms. Courtney H. Barker, AICP  
City Manager  
565 Cassia Blvd.  
Satellite Beach, Florida 32937

Subject: Solid Waste Consutling Agreement

Dear Ms. Barker:

Per your request, herein please find the proposal for Redman Consulting Group, Inc., hereinafter referred to as (RCG)..

RCG's proposal encompasses the numerous issues involving the various options for the City of Satellite Beach to consider in drafting a set of request for proposal (RFP) specifications which will also be the basis for a contract service agreement to release to the general industry of waste collection companies for their response.

Based on previous conversations with the City, RCG would request a meeting with you, appropriate staff, and/or City representatives or designee(s) to insure the City's desires and requirements are included in the documents. During the initial meeting we would discuss the procedure and the various steps to insure a successful Bid/RFP and award of the same.

Below you will find an outline for the scope of services to be provided by our firm to the City.

**Scope of Services for the process of either a Bid or RFP process:**

- RCG would meet with the City Manager and staff to discuss any contract issues which have risen in the past to insure the new process addresses and corrects any such issues.
- RCG would prepare a complete Bid or RFP document to be advertised to the general waste collection industry to solicit competitive responses.
- RCG would prepare the legal advertisement for the City to advertise the process publicly.
- RCG would conduct with the assistance from the City a mandatory pre-proposal conference to insure the waste collection contractors and the City fully understand the requirements of the Scope of Services to be provided and the obligations of both.
- RCG would prepare any addendums required for the process and insure that each qualified proposer is notified and copied on the same.

- RCG would conduct, with the assistance of the City, the RFP submittal openings and log all such submittals.
- RCG would review and prepare an overview and recommendations for each submittal based on its content of equipment, manpower, pricing and compliance with the specifications as required within the process which will be submitted to the City Manager for distribution to the Mayor and Council members.
- RCG would attend any workshop and or council meeting and would be prepared to discuss the findings and report of the submitted proposals.
- RCG would assist the City and City staff in overseeing the initial startup of a new contract on the new startup date.

RCG will assist the City in any manner we can working to achieve a successful conclusion to this project. RCG's hourly rate is one hundred fifty five dollars (\$155.00) per hour billed monthly. Our rate is portal to portal, any out of pocket expense would require approval from the City in writing before such expenditure would be allowed.

RCG would provide the above listed services at a rate of one hundred fifty five dollars (\$155.00) per hour with a **not to exceed amount of** Twenty Nine Thousand Nine Hundred Fifty dollars (\$ 29,950.00).

We look forward to working with you on this project and if you have any questions please do not hesitate to call on me.

Sincerely,



William S. Redman  
Senior Vice President

cc: Jean S. Redman, President  
Andy Stewart, Assistant City Manager

Agreed to this date \_\_\_\_\_ 2015,

By: \_\_\_\_\_ Title \_\_\_\_\_

Print Name: \_\_\_\_\_

file name: Satellite Beach letter of engagement

# Redman Consulting Group, Inc.

Founded in 2000

By: Jean S. Redman, President  
And  
Bill Redman, Senior V. P.

1

## RCG

- **Redman Consulting Group, Inc. (RCG)** was conceptualized and founded by Jean S. Redman in 2000 for the purpose of assisting City and County governments with the various complex and intensive issues regarding solid waste management.
- The need became clear based on our extensive involvement with Private Collection Companies and observations as numerous municipalities struggled to keep abreast of rapidly changing solid waste issues.
- Our resolve has been established to field a team of professionals experienced at providing a balanced, integrated approach to solid waste issues.
- Our goal is to create and implement the highest quality level of service tailored to meet the disparate needs of every community we serve.

2

## Note Worthy News

### VCARD Member News

Redman Consulting Group, municipal consultants for issues relating to solid waste and recycling, has been selected as consultants for the cities of Tamarac and Coral Gables, Monroe County, The Village of Islamorada and many others throughout the Southern region of the United States. RCG has drafted new contracts and RFP specifications for these cities, and is negotiating long-term contracts for solid waste collection and recycling services. RCG also has been selected to oversee the City of Daytona Beach's solid waste contract – as well as oversight of the city's customer billing, service providers and provider payments. [www.rcgusaonline.com](http://www.rcgusaonline.com) overviews the RCG's services including TracEz, a web-based tracking system Jean Redman developed for municipalities. The system is trademarked, copyrighted and patented and used by more than 170 municipalities in nine states.

3

## Note Worthy News

- **VCARD Member News**  
Redman Consulting Group, recently completed a Request For Proposals (RFP) project for Delray Beach officials -- resulting in a new seven-year city contract being awarded for solid waste collection services to SWS of Florida, Inc.
- Redman Consulting Group recently negotiated a new long term, 10 year, contracts renewal between the Cities of Daytona Beach and Daytona Beach Shores with it's current waste collection provider.

4

## Note Worth News

- **VCARD Member News**

Redman Consulting Group, representing and assisting municipalities throughout the Southeast United States with solid waste issues -- recently completed a one-year project with New Smyrna Beach, reviewing and revising the city's residential and commercial solid waste and recycling contract and assisting city officials with the selection of a new vendor.

Bill Redman, Jr. serves as Senior Vice President of RCG Consulting, based at 7017 S. Atlantic Avenue, New Smyrna Beach. Phone: 386-427-9339.

5

## Reasons to use RCG

- **RETAIN CONTROL-** We fully recognize your authority as policy and decision makers. Our intense efforts make you look good and you get the credit for hiring an effective contractor.
- **Efficiency -** Redman Consulting Group handles the entire process from beginning to end, condensing the complete, several-month procurement cycle into the shortest time period possible, while obtaining fast and successful results.

6

## RCG Benefits

- **BENEFITS:**

The backgrounds of RCG consultants are as diverse as the needs of every community we serve. We are a combination of over 150 years experience within the solid waste industry. Our expertise ranges from internal operations of private solid waste collection companies to overseeing municipal contract operations throughout the Southern Region.

7

## RCG CLIENT SERVICES

- SOLID WASTE SERVICE CONTRACTS
- VEGETATIVE AND GARDEN WASTE
- RECYCLING
- RECYCLING STUDIES AND EFFICIENCIES
- DISASTER DEBRIS MONITORING CLEANUP AND MANAGEMENT
- DISASTER PREPARDNESS PROGRAMS
- REVIEW - UPDATE - PREPARE CONTRACTS
- RFQ
- RFP
- BIDS

8

## RCG Client Services (continued)

- CONTRACT NEGOTIATIONS
- PRESENTATIONS
- UTILIZATION OF EQUIPMENT
- MANPOWER
- COLLECTION EFFICIENCIES IN ROUTING
- CONTRACT PRO FORMA
- ADMINISTRATION
- MUNICIPAL CONTRACT OVERSIGHT
- TRANSFER STATION STUDIES
- DISPOSAL MARKET ANALYSIS
- **tracEZ** TRACKING SYSTEM
- STREET SWEEPING CONTRACTS

9

## RCG Client list

- ALACHUA COUNTY, FLORIDA
- ATLANTIC BEACH, FLORIDA
- CAPE CANAVERAL, FLORIDA
- CORAL GABLES, FLORIDA
- DAYTONA BEACH, FLORIDA
- DAYTONA BEACH SHORES, FLORIDA
- DELRAY BEACH
- DESOTO COUNTY, FLORIDA
- HOLLY HILL, FLORIDA
- ISLAMORADA, FLORIDA
- JACKSONVILLE BEACH, FLORIDA
- KEYSTONE HEIGHTS, FLORIDA
- MELBOURNE BEACH, FLORIDA

10

## RCG Client List (continued)

- MINNEOLA, FLORIDA
- MONROE COUNTY, FLORIDA
- NEPTUNE BEACH, FLORIDA
- NEW SMYRNA BEACH, FLORIDA
- OAK HILL, FLORIDA
- ORCHID, FLORIDA
- PALM COAST, FLORIDA
- PORT ORANGE, FLORIDA
- SOUTH BAY, FLORIDA

11

## RCG Client List (continued)

- SOUTH DAYTONA, FLORIDA
- SUMMERTON, SOUTH CAROLINA
- TAMARAC, FLORIDA
- UMATILLA, FLORIDA
- WINTER SPRING, FLORIDA

12

## Reasons for RCG

- **A "Dozen" Good Reasons to Hire Redman Consulting Group, Inc. as Your Recruiter**
- **TIME** - Your time can be better spent governing and managing, not dealing with the procurement and contract drafting as well as analyzing . Leave the very time-consuming process to us. We can easily save you 100 or more staff hours.
- **EXPERTISE/SPECIALIST** - Our exclusive business is serving Florida Municipalities and the professionals working for them. We are the only company providing this full range of management services to local government in Florida.

13

## Reasons for RCG

- **EXPERIENCE** - We have over 150 years of combined experience in municipalities dealing with solid waste issues. We have successfully reviewed and dealt with numerous companies to provide a wide variety of options to local governments.
- **NETWORKING** - To find the most qualified contractors, we are able to contact those professionals to provide various services to municipalities.

14

## Reasons for RCG

- **NEUTRAL/OBJECTIVE** - Redman Consulting Group is unbiased and nonpolitical in the selection and recommendation process, and we critique the qualifications for the decision makers.
- **CREATIVE** - We recognize that each municipality is unique; we take a fresh, "hands-on" approach, having the resources and training to approach each municipality differently.
- **CONFIDENTIAL SOURCE** - We are your confidential source and are able to do effective background checks, dealing with sensitive issues as needed.

15

## Reasons for RCG

- **REPUTATION** - Professionals waste collection service providers are positively inclined toward those municipalities who have professionals handling their procurement process.
- **COST** - We have former municipal management officials within our staff, we recognize budget constraints and, therefore, our fees are very reasonable. We save you time, money, and we pay for related expenses.
- **PROFESSIONAL** - We help establish scope of services descriptions and assist with follow-up performance evaluations.

16

## Reasons for RCG

- **RETAIN CONTROL-** We fully recognize your authority as policy and decision makers. Our intense efforts make you look good and you get the credit for hiring an effective contractor.
- **Efficiency -** Redman Consulting Group handles the entire process from beginning to end, condensing the complete, several-month procurement cycle into the shortest time period possible, while obtaining fast and successful results.



## CITY COUNCIL AGENDA ITEM

# #15

DISCUSS/TAKE ACTION ON RESOLUTION NO. 963, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, SUPPORTING THE CONTINUED FUNDING FOR THE ORLANDO/ORANGE URBAN AREA SECURITY INITIATIVE (UASI) THROUGH THE COMBINATION OF THREE METROPOLITAN STATISTICAL AREAS (MSAs) IN THE EAST CENTRAL FLORIDA REGION; AND PROVIDING AN EFFECTIVE DATE

To: City Manager Courtney Barker  
From: Assistant City Manager Andy Stewart  
Meeting Date: 11/4/2015  
Department: Support Services

**Recommended Action:** Adopt Resolution No. 963.

**Summary:** The Urban Area Security Initiative (UASI) program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible.

The proposed Resolution supports the continued funding and combining the three metropolitan statistical areas in the East Central Florida Region in order to increase the overall UASI relative risk score/rank in comparison to other MSAs. The combined MSA's of Orlando/Orange, Deltona-Daytona Beach-Ormond Beach and Palm Bay-Melbourne would enable the Department of Homeland Security UASI program to secure federal funds for the benefit of the East Central Florida MSAs.

**Budget Impacts:** None

**Attachments:** Resolution No. 963

RESOLUTION NO. 963

# 15

11-4-15

**A RESOLUTION OF THE CITY OF SATELLITE BEACH,  
BREVARD COUNTY, FLORIDA, SUPPORTING THE  
CONTINUED FUNDING OF THE ORLANDO/ORANGE URBAN  
AREA SECURITY INITIATIVE (UASI) THROUGH THE  
COMBINATION OF THREE METROPOLITAN STATISTICAL  
AREAS (MSAs) IN THE EAST CENTRAL FLORIDA REGION;  
AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Orlando/Orange County Urban Area Security Initiative (UASI) fell below the Department of Homeland Security (DHS) relative risk score/rank of 28 due to the FY2015 Metropolitan Statistical Area (MSA) relative risk score/rank of 32 for the Orlando-Kissimmee-Sanford MSA; and

**WHEREAS**, the Orlando/Orange County UASI Region 5 includes Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties and the City of Orlando; and

**WHEREAS**, the Orlando/Orange County UASI Region 5 consistently partners with agencies within the adjacent MSAs of Deltona-Daytona Beach-Ormond Beach and Palm Bay-Melbourne-Titusville for emergency response, disaster planning, training, equipment, and exercises; and

**WHEREAS**, combining the three MSAs would increase the overall UASI relative risk score/rank which includes population index, international shore lines, international port, economic index, critical infrastructures, intelligence information gathering and sharing, and high population tourist areas; and

**WHEREAS**, evaluating the population index independently, the combined MSAs would be ranked 17th among the 100 MSAs considered for 2010 and, utilizing the predicted growth rate from the 2010 U.S. Census Bureau, would be ranked 12th by 2028; and

**WHEREAS**, the combined MSA relative risk score/rank would enable the DHS UASI program to secure federal funds for the benefit of the East Central Florida MSAs.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Satellite Beach, Brevard County, Florida, supports the revision of the UASI Risk Profile analysis to combine the MSAs of Orlando-Kissimmee-Sanford, Deltona-Daytona Beach-Ormond Beach, and Palm Bay-Melbourne-Titusville into one larger East Central Florida MSA.

**THIS RESOLUTION** shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Satellite Beach, Florida, on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
FRANK P. CATINO, MAYOR

ATTEST:

\_\_\_\_\_  
LEONOR OLEXA, CMC, CITY CLERK

#16  
11-4-15

# **AGENDA**

## **CITY COUNCIL PROPOSED REGULAR MEETING**

**SATELLITE BEACH COUNCIL CHAMBERS  
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937**

**NOVEMBER 18, 2015  
7:00 P.M.**

1. **CALL TO ORDER BY MAYOR CATINO**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY COUNCILWOMAN GOTT**
3. **PRESENTATION OF THE 2015 MARINE RESOURCES COUNCIL AWARD TO CITY MANAGER BARKER**
4. **CITIZEN COMMENTS**
5. **CITY COUNCIL COMMENTS**
6. **CITY MANAGER REPORT**
7. **PUBLIC HEARING:**  
**DISCUSS/TAKE ACTION ON ORDINANCE NO. 1112, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING APPROPRIATIONS OF FUNDS FOR THE FISCAL YEAR 2014/2015 BUDGET ORDINANCE NO. 1096; SAID ORDINANCE WAS PREVIOUSLY AMENDED BY ORDINANCE NO. 1105; PROVIDING AN EFFECTIVE DATE (SECOND READING)**
8. **DISCUSS/TAKE ACTION ON ORDINANCE NO. XXXX, AMENDING THE SATELLITE BEACH CITY CODE REGARDING LOCAL BUSINESS TAX**
9. **DISCUSS/TAKE ACTION ON ORDINANCE NO. XXXX, AMENDING THE CITY BOARD HANDBOOK TO ESTABLISH A SUSTAINABILITY BOARD**

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual may need to insure that a verbatim transcript of the proceedings is made. In accordance with the Americans with Disabilities Act and Section 286.26, FSS. Persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's office.

- 10. DISCUSS/TAKE ACTION ON ESTABLISHING AN AD HOC CITIZENS' CHARTER REVIEW COMMITTEE**
- 11. DISCUSS/TAKE ACTION ON AN INVITATION TO BID FOR WEBSITE DESIGN SERVICES TO REDESIGN THE CITY'S WEBSITE**
- 12. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 13. ADOPTION OF MINUTES:**

#17  
11-4-15

**CITY COUNCIL REGULAR MEETING  
UNAPPROVED MINUTES  
OCTOBER 7, 2015**

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, October 7, 2015, at 7:00 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Dominick Montanaro, Councilman Mark Brimer, Councilwoman Lorraine Gott, Councilman Steve Osmer, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa.

Mayor Catino led a moment of silence and the Pledge of Allegiance.

**(TIME: 7:01) PRESENTATION OF PROCLAMATION RECOGNIZING OCTOBER AS "BREAST CANCER AWARENESS MONTH"**

Councilman Brimer read the proclamation and presented it to Breast Friends representative Melanie Arnold and American Cancer Society volunteers Lana Saal, Tammy Gagnon, and Pearl Spires.

**(TIME: 7:04) CITIZEN COMMENTS**

No public comment.

**(TIME: 7:04) CITY COUNCIL COMMENTS**

Councilman Osmer attended the coastal beach cleanup and stated that our city is kept very clean compared to other beachside communities. He commended the Fire Department for the number of calls they receive and the outstanding service they provide to our citizens.

Mayor Catino reported receiving positive comments from Dave Allison regarding the most recent *Beachcaster* publication and the exceptional services of project supervisor Robert Settembrino for his efforts on the Shell Street project.

Vice-Mayor Montanaro attended the Brevard County legislative delegation meeting and thanked Councilman Osmer for his presentation on behalf of the City. He thanked Public Works for their work on Kale Street, congratulated the Police Department for receiving the Excelsior Award, and thanked the Fire Department for their innovation with the Community Paramedic Program, which has been providing exceptional care to our residents.

Councilwoman Gott stated she was glad to get the positive feedback from the *Beachcaster* information, and expressed her gratitude for the exceptional services that City employees provide to the community. She attended the South Beaches Coalition meeting.

**(TIME: 7:11) CITY MANAGER REPORT**

City Manager Barker reported on the following: 2<sup>nd</sup> Annual National Costume Swap Day, Friends of the Library Garage Sale, PAL/Lions Club Pancake Breakfast, 2<sup>nd</sup> Annual Vintage Volkswagen Show, a thank-you note for Evidence Technician Patti Noe for exemplary service (attached), Tourism Development Council Beach Committee meeting regarding the Mid-Reach Beach Renourishment Project, and Waste Management contract to be up soon for renewal.

She reported that the Police Department has received the prestigious Excelsior Award for a perfect evaluation during their latest 3-year re-accreditation review (marking 15 continuous years of accreditation) and noted that the Department was the first law-enforcement agency in Brevard to be accredited and is now the first to receive the Excelsior Award.

She presented a Sustainability Plan Assessment scope-of-services and asked Council to enter into an agreement with Florida Institute of Technology to create baseline data for future sustainable improvements. Council discussed the assessment and data as they relate to green initiatives.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Vice-Mayor Montanaro MOVED, SECOND by Councilman Brimer, to compensate the Florida Institute of Technology up to \$5,000 for an Assessment intern.

**ACTION:** Vice-Mayor Montanaro MOVED to amend his motion, SECOND by Councilman Brimer, to add: at 8 hours per week at \$20 per hour. VOTE: ALL YES. MOTION CARRIED.

Councilwoman Gott requested that the exceptional thank-you note regarding Evidence Tech Patti Noe be read into the record.

Mayor Catino requested adjustments to the agenda; Council concurred.

**(TIME: 7:20) DISCUSS/TAKE ACTION ON RESOLUTION NO. 961, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, SUPPORTING THE CURRENT VERSION OF THE DRAFT BILL ENTITLED MISUSE OF PUBLIC OFFICE ACT; PROVIDING AN EFFECTIVE DATE**

City Attorney Beadle read Resolution No. 961 by title. Councilwoman Gott felt this Resolution was probably long overdue and a good idea.

**(Time: 7:21)** The following Satellite Beach resident addressed Council: Matt Reed.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Brimer, to adopt Resolution No. 961. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:23) DISCUSS/TAKE ACTION ON RESULTS OF AN INVITATION TO BID FOR ROOSEVELT AVENUE IMPROVEMENTS AND 2015 ROAD RESURFACING PROGRAM [ITB NO. 14/15-10]**

City Manager Barker summarized the ITB, which included reconstruction and landscaping of Roosevelt Avenue, street resurfacing, and stormwater pipe replacement. City Engineer David King was available to answer questions. Council discussed the bids received, the planned projects, and project funding allocations.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Brimer, to:

1. Award Part A and Alternate A2 to Masci Corporation in the amount of \$1,066,116.86;
2. Award Part B to Jobear Contracting, Inc. in the amount of \$878,673.68; and
3. Reject Part C.

VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:31) PUBLIC HEARING: DISCUSS/TAKE ACTION ON ORDINANCE NO. 1107, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SECTION 30-706, SATELLITE BEACH CITY CODE, ESTABLISHING AN EFFECTIVE DATE TO REMOVE NUISANCE TREES DEFINED THEREIN; INCLUDING**

**LIMITED GRANDFATHER PROVISION; PROVIDING SEVERABILITY; PROVIDING EFFECTIVE DATE (SECOND READING)**

Mayor Catino opened the public hearing. City Attorney Beadle read Ordinance No. 1107 by title on second reading. Council discussed Ordinance requirements and deadlines and concurred with City Manager Barker's proposal to send thank-you letters to John Baker and other citizens whose input resulted in adjustments to this process.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Councilman Brimer MOVED, SECOND by Vice-Mayor Montanaro, to adopt Ordinance No. 1107 on second reading. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:36) DISCUSS/TAKE ACTION ON RESOLUTION NO. 957, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ESTABLISHING A ONE-TIME REIMBURSEMENT PROGRAM FOR REMOVAL OF CERTAIN NUISANCE TREES; PROVIDING AN EFFECTIVE DATE**

City Attorney Beadle read Resolution No. 957 by title. Vice-Mayor Montanaro stated this was a good opportunity to utilize the Recycling Trust Fund to help our residents needing assistance in removing nuisance trees.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Councilman Brimer MOVED, SECOND by Vice-Mayor Montanaro, to adopt Resolution No. 957. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:38) PUBLIC HEARING: DISCUSS/TAKE ACTION ON ORDINANCE NO. 1111, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE SATELLITE BEACH PERSONNEL POLICY SECTION 12.01 (JOB CLASSIFICATION LEVELS) TO ADD JOB CLASSIFICATION FOR DEPUTY RECREATION DIRECTOR AND SALARY RANGE; TO ADD JOB CLASSIFICATION FOR COMPTROLLER AND SALARY RANGE; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)**

Mayor Catino opened the public hearing. City Attorney Beadle read Ordinance No. 1111 by title on second reading.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Councilman Brimer MOVED, SECOND by Councilman Osmer, to adopt Ordinance No. 1111 on second reading. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:39) DISCUSS/TAKE ACTION ON RESOLUTION NO. 962, A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ENCOURAGING THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS TO RECONSIDER THE RECOMMENDATIONS OF BREVARD COUNTY'S BLUE RIBBON ADVISORY COMMITTEE FOR TRANSPORTATION INFRASTRUCTURE AND ENCOURAGE THE ESTABLISHMENT OF TWO OR MORE OF FUNDING RECOMMENDATIONS FOR ROADWAY MAINTENANCE AND CAPACITY IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE**

City Attorney Beadle read Resolution No. 962 by title. City Manager Barker stated that local city managers felt the need to support Brevard County regarding an additional gas tax, impact fees, and infrastructure sales tax. The resolution would give Brevard County the flexibility to consider their advisory committee's recommendation regarding funding sources for capacity and maintenance improvements and would have the City take some of the effects of this issue. If a gas

tax is approved, an Interlocal Agreement would have to be negotiated, and the City would seek additional gas-tax funding to pay down the City's infrastructure loans. Council discussed the impacts of the resolution and the content of resolutions adopted by other local municipalities.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Vice-Mayor Montanaro MOVED, SECOND by Councilman Brimer, to adopt Resolution No. 962. VOTE: THREE YES; TWO NO (Gott and Osmer). MOTION CARRIED.

**(TIME: 7:51) DISCUSS/TAKE ACTION ON AGREEMENT BETWEEN THE CITY OF SATELLITE BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES FOR FY 15/16 [CINNAMON PARK]**

Recreation Director Kerry Stoms reported the City was awarded a \$41,500 grant from the Florida Recreation Development Assistance Program (FRDAP) for Cinnamon Park playground improvements. Council discussed the Agreement and project timeframe.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Vice-Mayor Montanaro MOVED, SECOND by Councilman Osmer, to approve the Agreement between the City of Satellite Beach and the Florida Department of Environmental Protection for improvements to the Cinnamon Park playground. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:55) DISCUSS/TAKE ACTION ON A REQUEST FOR PROPOSAL FOR BANKING SERVICES**

City Manager Barker stated that City staff recommends issuing an RFP for banking services to seek the best services and rates possible.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Vice-Mayor Montanaro MOVED, SECOND by Councilman Brimer, to approve the Request for Proposal for banking services. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:57) APPOINTMENT TO BOARDS**

**ACTION:** Councilwoman Gott MOVED, SECOND by Councilman Osmer, to reappoint primary members **Bill Mayer** to the Beautification Board, term ending November 1, 2018, and **Carol Late** to the Library Board, term ending August 1, 2018. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:58) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**

Council discussed agenda items for the next regular Council meeting.

Mayor Catino adjourned the meeting at 7:59 p.m.

Leonor Olexa, CMC  
City Clerk

**CITY COUNCIL REGULAR MEETING  
UNAPPROVED MINUTES  
OCTOBER 21, 2015**

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, October 21, 2015, at 7:00 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Dominick Montanaro, Councilman Mark Brimer, Councilwoman Lorraine Gott, Councilman Steve Osmer, City Attorney James Beadle, Assistant City Manager Andy Stewart, and City Clerk Leonor Olexa. City Manager Courtney Barker was absent.

Vice-Mayor Montanaro led a prayer and the Pledge of Allegiance.

**(TIME: 7:01) PRESENTATION OF PROCLAMATION FOR OCTOBER AS DYSAUTONOMIA AWARENESS MONTH**

Councilman Brimer read the proclamation and presented it to Erika Rodriguez.

**(TIME: 7:02) CITIZEN COMMENTS**

No public comment.

**(TIME: 7:02) CITY COUNCIL COMMENTS**

Vice-Mayor Montanaro attended the Keep Brevard Beautiful Beach Cleanup and the Space Coast League of Cities meeting.

Councilman Osmer attended the IEMO training and attended Monday's Meet & Greet for Brevard's Superintendent of Schools, Dr. Desmond K. Blackburn.

**(TIME: 7:04) CITY MANAGER REPORT**

Assistant City Manager Andy Stewart reported on the following events: 2<sup>nd</sup> Annual Food Trucks & Movie on the Green, the City's Halloween Happening, and the Satellite Beach Dog Park's Halloween Howl. He addressed Florida Senate Bill 416 (Flores) regarding utility relocation and stated that the City's lobbyist, Madison Government Affairs, will contact our legislators to oppose this bill. He also reported on a partnership among the Cities of Satellite Beach, Cocoa Beach, and Indian Harbour Beach to release a request for proposals for health clinic services, with results to be reported to Council at a future meeting.

Mayor Catino requested adjustments to the agenda; Council concurred.

**(TIME: 7:08) DISCUSS/TAKE ACTION ON RESULTS OF A REQUEST FOR QUALIFICATIONS FOR MANAGEMENT AND OPERATION OF THE CITY SKATE PARK [RFQ NO. 14/15-12]**

Recreation Director Kerry Stoms stated the purpose of RFQ No. 14/15-12 is to improve the Skate Park through management services, programming skate events, and renovating the Park. A committee of four City staff members reviewed the two RFQ responses and recommended that the City begin negotiations with Mark Quavillon. Council discussed the RFQ responses, preference for local management and creating an environment for all ages, proposed contract provisions, and timeframe to complete a contract for Council's approval.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Councilman Brimer MOVED, SECOND by Vice-Mayor Montanaro, to approve City staff to develop a formal contract with Mark Quavillon for Skate Park management services. **VOTE:** ALL YES. MOTION CARRIED.

**(TIME: 7:17) DISCUSS/TAKE ACTION ON PIGGYBACKING CLAY COUNTY BID FOR PATRICK AIR FORCE BASE SOCCER FIELD LIGHTING**

Recreation Director Kerry Stoms referenced the lease agreement for use and maintenance of the PAFB field for City sports leagues and discussed the benefits of having M. Gay Constructors, Inc., repair the field's MUSCO lights. Council discussed having a long-term contract with PAFB for the field and letting further improvements wait until the long-term contract is signed.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Vice-Mayor Montanaro MOVED, SECOND by Councilman Osmer, to approve the bid from M. Gay Constructors, Inc., to provide repair services in the amount of \$16,680 to the sport lighting at the Patrick Air Force Base football/soccer field and piggyback off the Clay County bid. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:23) DISCUSS/TAKE ACTION ON ALS TRUST/AGREEMENT**

Fire Chief Don Hughes discussed the need for specialized training for paramedics providing enhanced services in our Community Paramedic Program, the latest case management/coalition meeting where the growing number of agencies comprising the Satellite Beach Senior Care Network brainstormed to address patient-resource issues and solutions, and his October presentation to the FCC Chairman about low-cost paramedic services as part of the solution to a community's healthcare problems.

Council discussed the innovative thinking that has evolved through the CFAL program initiated by Councilman Brimer and implemented by the Fire Department, and they thanked the Fire Department for the excellent services they provide to our residents.

**(Time: 7:29)** The following Satellite Beach resident addressed Council: Gabe Feindt.

**ACTION:** Councilman Brimer MOVED, SECOND by Councilman Osmer, to approve \$5,800 from the ALS Trust Fund to pay for a 40-hour Community Paramedic Education Program. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:41) DISCUSS/TAKE ACTION ON FRATERNAL ORDER OF POLICE CONTRACT**

Assistant City Manager Andy Stewart reported that the City and the Fraternal Order of Police have held several meetings and reached agreement on an amended contract, which includes the compression pay plan in the City's FY 15/16 Budget and no opening clauses over the next three years. FOP members have ratified the contract.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Vice-Mayor Montanaro MOVED, SECOND by Councilman Brimer, to approve the FOP contract as submitted and ratified by the membership. VOTE: FOUR YES; ONE NO (Gott). Councilwoman Gott stated she is voting NO because of errors in the contract. MOTION CARRIED.

**(TIME: 7:43) DISCUSS/TAKE ACTION ON IAFF CONTRACT**

Assistant City Manager Andy Stewart reported that the City and the IAFF have held several meetings and reached agreement on an amended contract, which includes the compression pay plan in the City's FY 15/16 Budget and no opening clauses over the next three years. IAFF members have ratified the contract.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Councilman Brimer MOVED, SECOND by Councilman Osmer, to approve the IAFF contract as submitted and ratified by the membership. VOTE: FOUR YES; ONE NO (Gott). Councilwoman Gott stated she is voting NO because of errors in the contract. MOTION CARRIED.

**(TIME: 7:45) DISCUSS/TAKE ACTION ON INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY AND THE CITY ESTABLISHING A CENTRALIZED ADDRESSING AUTHORITY**

Assistant City Manager Andy Stewart reported on the Agreement between the City and Brevard County Emergency Management which provides for the County to assign street addresses in the City and maintain the Countywide database for the 9-1-1 emergency system. He stated that it would cost the City more money to create a position to do the work in-house. With development of the 100 acres requiring more address assignments in the future, Council discussed looking into a fee rate per address to help reduce costs.

Mayor Catino asked for citizen comments; there were no comments.

**ACTION:** Vice-Mayor Montanaro MOVED, SECOND by Councilman Osmer, to approve the Interlocal Agreement between the City and Brevard County establishing a centralized addressing authority. VOTE: ALL YES. MOTION CARRIED.

**(TIME: 7:49) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**

Council discussed agenda items for the next regular Council meeting.

**(TIME: 7:49) ADOPTION OF MINUTES: SEPTEMBER 16, 2015, REGULAR MEETING**

**ACTION:** Vice-Mayor Montanaro MOVED, SECOND by Councilman Osmer, to approve the minutes as submitted. VOTE: ALL YES. MOTION CARRIED.

Councilwoman Gott addressed the poor quality of some documents that come before Council for approval and her offer to review documents for errors before they go into a Council packet. Since staff needs adequate time to submit quality documents, Council suggested postponing agenda items without deadlines if necessary. The Mayor will discuss this issue with the City Manager.

Mayor Catino adjourned the meeting at 7:53 p.m.

Leonor Olexa, CMC  
City Clerk



