

**SIXTH AMENDMENT TO THE COMPUTER
APPLICATION SOFTWARE LICENSE
AND USE AGREEMENT BETWEEN
THE CITY OF REDONDO BEACH AND MUNIS, INC.**

This SIXTH Amendment to the Computer Application Software License and Use Agreement (this "Sixth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Tyler Technologies, Inc., a Delaware Corporation ("Vendor").

WHEREAS, on December 7, 2004, the parties entered into that Computer Application Software License and Use Agreement between the City and Munis, Inc. (the "Agreement"); and

WHEREAS, on February 2, 2005, Munis, Inc. merged into Vendor and pursuant to a Plan of Merger, Vendor assumed the Agreement; and

WHEREAS, on July 19, 2005, the City and Vendor (collectively "parties") entered into a First Amendment to the Agreement ("First Amendment") to increase the City's liability for travel cost to \$67,186; and

WHEREAS, on September 19, 2006, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to terminate the Bids and Quotes, GASB34 Reporting, and Time Keeping Interface modules, their annual maintenance, and maintenance on a second cashiering station; and

WHEREAS, on September 16, 2008, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to terminate the Work Orders, MUNIS Online for Employees, MUNIS Online for Citizen Requests, MUNIS Online for Miscellaneous Revenue Payment, MUNIS Online for Vendors modules and their annual maintenance; and

WHEREAS, on February 21, 2012, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to terminate the Role Tailored module; add the Tyler Content Manager SE, Tyler Cashiering, Tyler Forms Adobe Adjustment, Tyler Forms GoDocs, and Citizen Self Service modules; provide compensation in the amount of \$141,095.00 for the software license fees, first year of maintenance, first year of TCM SE Disaster Recovery Service, hardware fees, service, consultation and training fees, and travel expenses; and provide a limit on Vendor's compensation is the amount of \$189,595 to account for subsequent maintenance and unforeseen implementation issues; and

WHEREAS, on July 21, 2015, the parties entered into the Fifth Amendment to the Agreement ("Fifth Amendment") to add the Support and Update Licensing – Role Tailored Dashboard module, provide maintenance services for the modules



described in Exhibit "A-5" and Vendor's call support process, provide automatic renewals for the maintenance of said modules, increase Vendor's compensation by \$100,489.02 for the modules listed in Exhibit "A-5" and their maintenance, and provide that the compensation paid would be subject to no more than a five (5) percent increase, year-over-year, for the next five (5) consecutive renewal terms; and

WHEREAS Section 10.07 of the Agreement states that this "Agreement(s) may not be amended except by writing signed by authorized representatives of Customer and Vendor and approved by Customer's City Council."

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby the parties amend the Agreement as follows:

1. Scope of Services. The Agreement is amended to add Exhibit "A-6", which adds the Parks and Recreation, and Tyler Reporting Services modules, terminates the Crystal Reports module, and provides that Vendor shall perform maintenance services for the two modules. Exhibit "A-6" is attached hereto and incorporated by reference.
2. Term. The Agreement is hereby amended to add Exhibit "B-6", which provides that maintenance services for the modules shall be from April 19, 2017 to April 18, 2018, will then automatically renew for additional one (1) year terms, and then will renew for a prorated period ending June 30, 2020, unless terminated in writing by either party at least fifteen (15) days prior to the end of the then current term. Exhibit "B-6" is attached hereto and incorporated by reference. Vendor shall commence and complete all services described in Exhibit "A-6" in accordance with the schedule set forth in Exhibit "B-6".
3. Compensation. The Agreement is amended to add Exhibit "C-6" to increase Vendor's compensation by \$41,993 for the modules listed in Exhibit "A-6", and their maintenance for the period of April 19, 2017 to April 18, 2018, provide that said maintenance fees will be subject to no more than a five (5) percent increase, year-over-year, for the next two (2) consecutive renewal terms, and provide that said maintenance fees will be prorated on a monthly basis for the partial term ending June 30, 2020. Exhibit "C-6" is attached hereto and incorporated by reference. Vendor shall be compensated for the services described in Exhibit "A-6".
4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth Amendment constitute the entire agreement between the parties and supersede any previous oral or written



agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth Amendment, the terms of this Sixth Amendment shall govern.

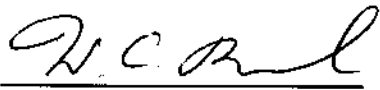
SIGNATURE PAGE TO FOLLOW




IN WITNESS WHEREOF, the parties hereby have executed this Fifth Amendment as of this 18th day of April, 2017.

CITY OF REDONDO BEACH

TYLER TECHNOLOGIES, INC.



Mayor

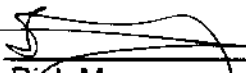
By: 
Name: Bob Kennedy Jensen
Title: Senior Corporate Attorney

ATTEST:

APPROVED:



City Clerk



Risk Manager

APPROVED AS TO FORM:

City Attorney's Office



IN WITNESS WHEREOF, the parties hereby have executed this Fifth Amendment as of this 18th day of April, 2017.

CITY OF REDONDO BEACH

TYLER TECHNOLOGIES, INC.

Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:



City Attorney's Office



EXHIBIT "A-6"
SCOPE OF SERVICES

VENDOR'S DUTIES

Vendor shall perform the following services.

1. Provide the following modules.
 - a. Tyler Reporting Services
 - b. Parks and Recreation
2. Install the modules described herein.
3. Provide maintenance services for the modules.
4. Terminate the Crystal Reports module.



EXHIBIT "B-6"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence on April 18, 2017 and continue through April 17, 2018. Maintenance services for the modules described in Exhibit "A-6" shall renew for additional one (1) year terms automatically, and then renew for a prorated period ending June 30, 2020, unless terminated in writing by either party at least fifteen (15) days prior to the end of the then current term.



EXHIBIT "C-6"
COMPENSATION

Provided Vendor is not in default under this Agreement, Vendor shall be compensated as provided below.

1. **AMOUNT.** Vendor shall be paid in the amount of \$41,993 in accordance with attached invoices.
2. **ANNUAL INCREASE.** For each subsequent annual maintenance period, Vendor shall increase the fee for maintenance services by no more than five (5) percent, year-over-year, for the next two (2) consecutive renewal terms. Thereafter, the maintenance fees shall be prorated on a monthly basis for the partial term ending June 30, 2020.
3. **NOT TO EXCEED AMOUNT.** In no event shall the compensation paid for the services described in Exhibit "A-6" exceed \$50,000.
4. **SCHEDULE FOR PAYMENT.** City agrees to pay Vendor the first year of services within thirty days of the installation of the modules.
5. **NOTICE.** Written notices to City and Vendor shall be given by registered or certified mail, postage prepaid and addressed to, personally served on the following parties.

Vendor: Tyler Technologies, Inc.
1 Tyler Drive
Yarmouth, ME 04096
Attention: Contracts Department

City: City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Chris Benson

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.





Quoted By: Sandy Gallagher
 Date: 2/13/2017
 Quote Expiration: 7/1/2017
 Quote Name: City of Redondo Beach-ERP-Parks and Rec
 Quote Number: 2015-17075
 Quote Description: Parks and Rec - Self Hosted

Sales Quotation For

City of Redondo Beach
 415 Diamond Street
 Redondo Beach, California 90277
 Phone (310) 372-1171

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Parks and Recreation	\$17,600.00	10 @ \$1,275.00	\$12,750.00	\$0.00	\$30,350.00	\$3,168.00
TOTAL:	\$17,600.00	10	\$12,750.00	\$0.00	\$30,350.00	\$3,168.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Management Fee	1	\$1,500.00	\$0.00	\$1,500.00
TOTAL:				\$1,500.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$17,600.00	\$3,168.00
Total Tyler Services	\$14,250.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$31,850.00	\$3,168.00

2015-17075 - Parks and Rec - Self Hosted

CONFIDENTIAL





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110		CONTACT NAME: Moira Crosby PHONE (A/C, No, Ext): E-MAIL ADDRESS: mcrosby@hayscompanies.com FAX (A/C, No):	
INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano TX 75024		INSURER(S) AFFORDING COVERAGE	
		INSURER A Hartford Fire Insurance Company	NAIC # 19682
		INSURER B Hartford Casualty Insurance Company	NAIC # 29424
		INSURER C Lloyds of London Syndicates	NAIC # 37090
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 4.1.17-11.17.17 GL, Auto, REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			08 UUN AY8572	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			08 UUN AY8572	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			08 XHU AY8122	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08 WE EL5271	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Privacy Prof Liab			B0621PTYLE000216	11/17/2016	11/17/2017	Occurrence Limit \$20,000,000
C	Cyber/Privacy Prof Liab			B0621PTYLE000216	11/17/2016	11/17/2017	Aggregate Limit \$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder its officers elected and appointed officials employees and volunteers are listed as Additional Insureds under the General Liability policy (CGD247) when required by written contract.
Notice of Cancellation (ILF026) ? 60 days cancellation except 10 for non-payment

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James Hays/MCRCSE

**FIFTH AMENDMENT TO THE COMPUTER
APPLICATION SOFTWARE LICENSE
AND USE AGREEMENT BETWEEN
THE CITY OF REDONDO BEACH AND MUNIS, INC.**

This Fifth Amendment to the Computer Application Software License and Use Agreement (this "Fifth Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Tyler Technologies, Inc., a Delaware Corporation ("Vendor").

WHEREAS, on December 7, 2004, the parties entered into that Computer Application Software License and Use Agreement between the City and Munis, Inc. (the "Agreement"); and

WHEREAS, on February 2, 2005, Munis, Inc. merged into Vendor and pursuant to a Plan of Merger, Vendor assumed the Agreement; and

WHEREAS, on July 19, 2005, the City and Vendor (collectively "parties") entered into a First Amendment to the Agreement ("First Amendment") to increase the City's liability for travel cost to \$67,186; and

WHEREAS, on September 19, 2006, the parties entered into the Second Amendment to the Agreement ("Second Amendment") to terminate the Bids and Quotes, GASB34 Reporting, and Time Keeping Interface modules, their annual maintenance, and maintenance on a second cashiering station; and

WHEREAS, on September 16, 2008, the parties entered into the Third Amendment to the Agreement ("Third Amendment") to terminate the Work Orders, MUNIS Online for Employees, MUNIS Online for Citizen Requests, MUNIS Online for Miscellaneous Revenue Payment, MUNIS Online for Vendors modules and their annual maintenance; and

WHEREAS, on February 21, 2012, the parties entered into the Fourth Amendment to the Agreement ("Fourth Amendment") to terminate the Role Tailored module; add the Tyler Content Manager SE, Tyler Cashiering, Tyler Forms Adobe Adjustment, Tyler Forms GoDocs, and Citizen Self Service modules; provide compensation in the amount of \$141,095.00 for the software license fees, first year of maintenance, first year of TCM SE Disaster Recovery Service, hardware fees, service, consultation and training fees, and travel expenses; and provide a limit on Vendor's compensation is the amount of \$189,595 to account for subsequent maintenance and unforeseen implementation issues; and

WHEREAS Section 10.07 of the Agreement states that this "Agreement(s) may not be amended except by writing signed by authorized representatives of Customer and Vendor and approved by Customer's City Council."



NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby the parties amend the Agreement as follows:

1. Scope of Services. The Agreement is amended to add Exhibit "A-5", which adds the Support and Update Licensing – Role Tailored Dashboard module, and provides maintenance services for the modules described in Exhibit "A-5" and Vendor's then current call support call process.
2. Term. The Agreement is hereby amended to add Exhibit "B-5", which provides that maintenance services for the modules shall be from July 1, 2015 to June 30, 2016 and will then automatically renew for additional one (1) year terms, unless terminated in writing by either party at least fifteen (15) days prior to the end of the then current term. Exhibit "B-5" is attached hereto and incorporated by reference. Vendor shall commence and complete all services described in Exhibit "A-5" in accordance with the schedule set forth in Exhibit "B-5".
3. Compensation. The Agreement is amended to add Exhibit "C-5" to remit maintenance fees in the amount of \$100,489.02 for the modules listed in Exhibit "A-5" for the period of July 1, 2015 to June 30, 2016, and provide that said maintenance fees will be subject to no more than a five (5) percent increase, year-over-year, for the next five (5) consecutive renewal terms. Exhibit "C-5" is attached hereto and incorporated by reference. Vendor shall be compensated for the services described in Exhibit "A-5".
4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment, the terms of this Fifth Amendment shall govern.

SIGNATURE PAGE TO FOLLOW




IN WITNESS WHEREOF, the parties hereby have executed this Fifth Amendment as of this 21st day of July, 2015.

CITY OF REDONDO BEACH

TYLER TECHNOLOGIES, INC.




Mayor

By: 
Name: Abby Diaz
Title: Associate General Counsel

ATTEST:

APPROVED:




City Clerk



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office



IN WITNESS WHEREOF, the parties hereby have executed this Fifth Amendment as of this 21st day of July, 2015.

CITY OF REDONDO BEACH

TYLER TECHNOLOGIES, INC.

Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

City Clerk

Risk Manager

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT "A-5"

SCOPE OF SERVICES

VENDOR'S DUTIES

Vendor shall provide the following services.

1. Add the Support & Update Licensing - Role Tailored Dashboard module.
2. Provide maintenance services for the following modules.
 - a. Operating System Database Administrative Support
 - b. Disaster Recovery Contract
 - c. Munis Gui Site License Support
 - d. Support & Update Licensing - Acct/GL/Budget/AP
 - e. Support & Update Licensing - Accounts Receivable
 - f. Support & Update Licensing - Animal Licenses
 - g. Support & Update Licensing - Applicant Tracking
 - h. Support & Update Licensing - Business Licenses
 - i. Support & Update Licensing - Contract Management
 - j. Support & Update Licensing - Fixed Assets
 - k. Support & Update Licensing - General Billing
 - l. Support & Update Licensing - Crystal Reports
 - m. Support & Update Licensing - Munis Office
 - n. Support & Update Licensing- Permits & Code Enforcement
 - o. Support & Update Licensing - Purchase Orders
 - p. Support & Update Licensing - Requisitions
 - q. Support & Update Licensing - Payroll
 - r. Support & Update Licensing - Human Resources Management
 - s. Support & Update Licensing - Project Accounting
 - t. Support & Update Licensing - Tyler Content Manager Se
 - u. Support & Update Licensing - Tyler Cashiering
 - v. Support & Update Licensing - Citizen Self Service
 - w. Support & Update Licensing - Tyler Forms Processing
 - x. Support & Update Licensing - Role Tailored Dashboard



EXHIBIT "B-5"

SCHEDULE FOR COMPLETION

TERM. Maintenance services for the modules described in Exhibit "A-5" shall commence from July 1, 2015 and end June 30, 2016. Thereafter, the maintenance services shall renew for additional one (1) year terms automatically, unless terminated in writing by either party at least fifteen (15) days prior to the end of the then current term.



EXHIBIT "C-5"
COMPENSATION

Provided Vendor is not in default under this Agreement, Vendor shall be compensated as provided below.

1. **AMOUNT.** Vendor shall be paid in the amount of \$100,489.02 in accordance with attached invoices.
2. **ANNUAL INCREASE.** For each subsequent annual maintenance period, Vendor shall increase the fee for maintenance services by no more than five (5) percent, year-over-year, for the next five (5) consecutive renewal terms. Thereafter, Vendor and City shall negotiate the fees for maintenance services.
3. **SCHEDULE FOR PAYMENT.** Notwithstanding the payment due date provided on the attached invoices, City agrees to pay Vendor within thirty days from the execution of this Agreement.
4. **NOTICE.** Written notices to City and Vendor shall be given by registered or certified mail, postage prepaid and addressed to, personally served on the following parties.

City
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277
Attention: Craig Koehler

Vendor
Tyler Technologies, Inc.
1 Tyler Drive
Yarmouth, ME 04096
Attn: Contracts





Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-135804	06/01/2015	1 of 1

Empowering people who serve the public*

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: CITY OF REDONDO BEACH
 ATTN: CRAIG KOEHLER
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Ship To: CITY OF REDONDO BEACH
 ATTN: CRAIG KOEHLER
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4872	65122		USD	NET30	07/01/2015

Date	Description	Units	Rate	Extended Price
Contract No.: REDONDO BEACH, CA				
	OPERATING SYSTEM DATABASE ADMINISTRATIVE SUPPORT	1	13,853.92	13,853.92
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	13,853.92
Sales Tax	0.00
Invoice Total	13,853.92





Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-135803	06/01/2015	1 of 1

Empowering people who serve the public*

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: CITY OF REDONDO BEACH
 ATTN: CRAIG KOEHLER
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Ship To: CITY OF REDONDO BEACH
 ATTN: CRAIG KOEHLER
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4872	64970		USD	NET30	07/01/2015

Date	Description	Units	Rate	Extended Price
Contract No.: REDONDO BEACH, CA	DISASTER RECOVERY CONTRACT	1	13,853.92	13,853.92

Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	13,853.92
Sales Tax	0.00
Invoice Total	13,853.92





Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-135206	06/01/2015	1 of 1

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: CITY OF REDONDO BEACH
 ATTN: CRAIG KOEHLER
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Ship To: CITY OF REDONDO BEACH
 ATTN: CRAIG KOEHLER
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
4872	65235		USD	NET30	07/01/2015

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
Contract No.: REDONDO BEACH, CA MUNIS GUI SITE LICENSE SUPPORT Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016		1	2,700.00	2,700.00

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	2,700.00
Sales Tax	0.00
Invoice Total	2,700.00





Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-135207	06/01/2015	1 of 2

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: CITY OF REDONDO BEACH
 ATTN: CRAIG KOEHLER
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Ship To: CITY OF REDONDO BEACH
 ATTN: CRAIG KOEHLER
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4872	66037		USD	NET30	07/01/2015

Date	Description	Units	Rate	Extended Price
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	12,180.13	12,180.13
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	2,563.60	2,563.60
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - ANIMAL LICENSES	1	1,108.26	1,108.26
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	1	1,282.46	1,282.46
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	2,219.20	2,219.20
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	1,358.87	1,358.87
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	2,820.90	2,820.90
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	1,153.82	1,153.82
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	2,179.00	2,179.00
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	2,051.70	2,051.70
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	4,930.22	4,930.22
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	2,820.90	2,820.90
	Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016			
Contract No.: REDONDO BEACH, CA	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	2,307.66	2,307.66





Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-135207	06/01/2015	2 of 2

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Bill To: CITY OF REDONDO BEACH
 ATTN: CRAIG KOEHLER
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Ship To: CITY OF REDONDO BEACH
 ATTN: CRAIG KOEHLER
 415 DIAMOND STREET
 REDONDO BEACH, CA 90277

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
4872	66037		USD	NET30	07/01/2015

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016				
Contract No.: REDONDO BEACH, CA				
	SUPPORT & UPDATE LICENSING - PAYROLL	1	3,846.09	3,846.09
Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016				
Contract No.: REDONDO BEACH, CA				
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,692.25	2,692.25
Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016				
Contract No.: REDONDO BEACH, CA				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	2,307.65	2,307.65
Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016				
Contract No.: REDONDO BEACH, CA				
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	6,563.74	6,563.74
Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016				
Contract No.: REDONDO BEACH, CA				
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	7,001.32	7,001.32
Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016				
Contract No.: REDONDO BEACH, CA				
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	4,813.41	4,813.41
Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016				
Contract No.: REDONDO BEACH, CA				
	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING	1	2,273.50	2,273.50
Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016				
Contract No.: REDONDO BEACH, CA				
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	1,606.50	1,606.50
Maintenance: Start: 01/Jul/2015, End: 30/Jun/2016				

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	70,081.18
Sales Tax	0.00
Invoice Total	70,081.18



FOURTH AMENDMENT TO
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND TYLER TECHNOLOGIES, INC.

This Fourth Amendment to the Agreement for Project Services (this "Amendment") is made between the City of Redondo Beach, a municipal corporation ("City") and Tyler Technologies, Inc., ERP and School Division ("Tyler"), a Delaware corporation.

WHEREAS, on December 7, 2004, the parties entered into that certain Agreement for Project Services between the City and Munis Inc. ("Munis"), (the "Agreement"); and

WHEREAS, on February 2, 2005, Munis, a subsidiary of Tyler merged into Tyler, and pursuant to a Plan of Merger, Tyler assumed the Agreement; and

WHEREAS, on July 19, 2005, the City and Tyler (collectively "parties") entered into a First Amendment ("First Amendment") to increase the City's liability for travel cost to \$67,186; and

WHEREAS, on September 19, 2006, the parties entered into the Second Amendment ("Second Amendment") to terminate the following three modules: Bids and Quotes, GASB34 Reporting, Time Keeping Interface including their annual maintenance and to terminate the maintenance on a second cashiering station; and

WHEREAS, on September 16, 2008, the parties entered into the Third Amendment ("Third Amendment") to terminate the following modules: Work Orders, MUNIS Online for Employees, MUNIS Online for Citizen Requests, MUNIS Online for Miscellaneous Revenue Payment, MUNIS Online for Vendors including their annual maintenance; and

WHEREAS Section 10.07 of the Agreement states that this "Agreement(s) may not be amended except by writing signed by authorized representatives of Customer and Vendor and approved by Customer's City Council."

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby the parties amend the Agreement and subsequent Amendments as follows:

1. The Role Tailored module shall be terminated from the Agreement. There shall be no refund of fees already paid; however, any remaining billing for the item shall not be due from City to Tyler. The maintenance for the Role Tailored Dashboard will also no longer be billed moving forward.

2. The following modules shall be added to the Agreement.
 - a. Tyler Content Manager SE
 - b. Tyler Cashiering
 - c. Tyler Forms Adobe Adjustment
 - d. Tyler Forms GoDocs
 - e. Citizen Self Service
3. The products, services, and support in the quote dated January 20, 2012, are incorporated herein and attached as Exhibit A.
4. For all modules and hardware provided by Tyler, the normal billing cycle for all maintenance fees runs from July 1st through June 30th.
5. Payment for the modules in this Amendment shall be as follows:
 - a. Software License Fees: License fees shall be invoiced when Tyler makes the software products available for download to City. The total fees for the software is \$72,200.00.
 - b. Maintenance Fees: Except for the TCM SE Disaster Recovery Service fee, year one maintenance fees will be prorated from 1) the date Tyler makes the software module available for download to the City to 2) the ending date of the normal billing cycle for maintenance fees referenced in Section 4 of this Amendment. The maintenance fees for subsequent years will be invoiced pursuant to Section 4 of this Amendment. The total fees for the first year of the maintenance will not exceed \$15,620.
 - c. TCM SE Disaster Recovery Service: Fees shall be invoiced upon Tyler's receipt of data from the City. The total fees for the TCM SE Disaster Recovery Service is \$7,500.00 for the first year. After year one, the fees for the service will be invoiced pursuant to Section 4 of this Amendment.
 - d. Hardware Fees: Fees will be invoiced upon delivery of the hardware. The total fee for the hardware is \$100.00.
 - e. Service Consultation and Training Fees: Tyler will invoice fees as incurred. Fees shall be paid pursuant to Section 10.04 of the Agreement. The total fees for the services, consultation and training is \$35,675.00.
 - f. Travel Expenses: Travel expenses will be paid pursuant to Section 6.03 of the Agreement. The expenses for travel are estimated at \$10,000.

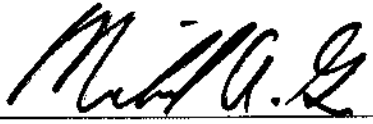
6. The license for Content Manger SE is restricted to use with Tyler applications only. If City wishes to use Tyler Content Management software with non-Tyler applications, City must purchase or upgrade to Tyler Content Manager Enterprise Edition.
7. In the event of any inconsistency between the First, Second, Third, this Fourth Amendment, and the Agreement, the terms of this Fourth Amendment shall prevail.
8. The Agreement, together with the First, Second, Third, and this Fourth Amendment constitutes the entire agreement between the parties and supersedes any previous oral or written agreement. This Fourth Amendment may be modified or amended only by a written agreement executed by the parties.
9. Except as explicitly modified herein, all remaining terms and conditions of the Agreement, the First, Second, Third and Fourth Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have executed this Amendment as of this 21st day of February, 2012.

SIGNATURE PAGE TO FOLLOW

CITY OF REDONDO BEACH

TYLER TECHNOLOGIES, INC. –
ERP and School Division



Mayor

By: Loulynn Secord

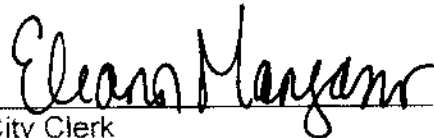
Title: Assistant Secretary

APPROVED AS TO FORM:

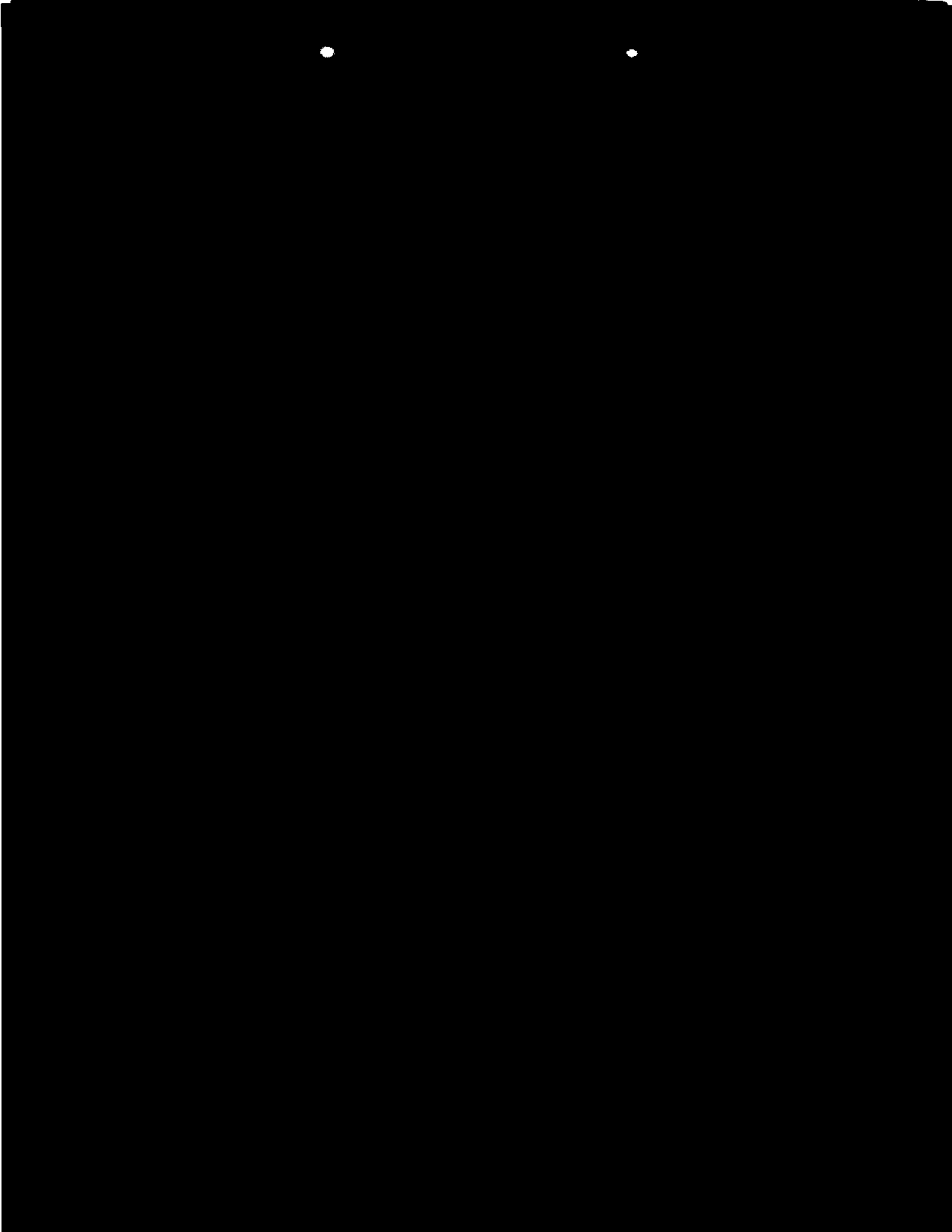
ATTEST:



Deputy City Attorney's office



City Clerk



**THIRD AMENDMENT TO
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND TYLER TECHNOLOGIES, INC.**

This Third Amendment to Agreement for Project Services (this "Third Amendment") is made between the City of Redondo Beach ("Client") and Tyler Technologies, Inc., a Delaware corporation ("Tyler").

WHEREAS, on December 7, 2004, the parties hereto entered into that certain Agreement for Project Services between the City of Redondo Beach and Tyler Technologies, Inc. - MUNIS Division, (the "Agreement"); and

WHEREAS, on July 19, 2005, the parties hereto entered into a First Amendment ("First Amendment") to increase the City's liability for travel cost to \$67,186; and

WHEREAS, on September 19, 2006, the parties hereto entered into the Second Amendment ("Second Amendment") to terminate three modules; Bids and Quotes, GASB34 Reporting, Time Keeping Interface including their annual maintenance and terminate the maintenance on a second cashiering station; and

WHEREAS, the parties wish to further amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Agreement shall be modified to terminate the following listed modules from the contract. There shall be no refund of fees already paid; however, any remaining billing for the items shall not be due from Client to Tyler. The maintenance for the following items will also no longer be billed moving forward;
 - a. Work Orders
 - b. MUNIS Online for Employees
 - c. MUNIS Online for Citizen Requests
 - d. MUNIS Online for Miscellaneous Revenue Payment
 - e. MUNIS Online for Vendors
2. Except as expressly, stated herein, the Agreement and prior amendments shall remain unchanged and in full force and effect. The Agreement, the prior amendments, and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral agreement. In the event of any inconsistency between the terms of this Third Amendment and the terms of the Agreement or prior amendments, the terms of this Third Amendment shall govern.

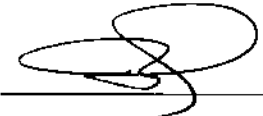
IN WITNESS WHEREOF, the parties hereby have executed this Third Amendment as of this 16th day of September, 2008.

CITY OF REDONDO BEACH



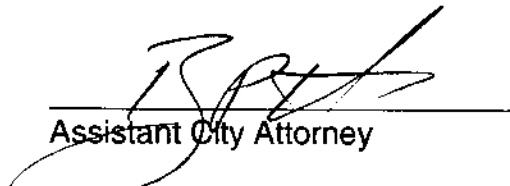
Mayor

TYLER TECHNOLOGIES, INC.

By: 

Title: President - Fms D.V.S.W.

APPROVED AS TO FORM:

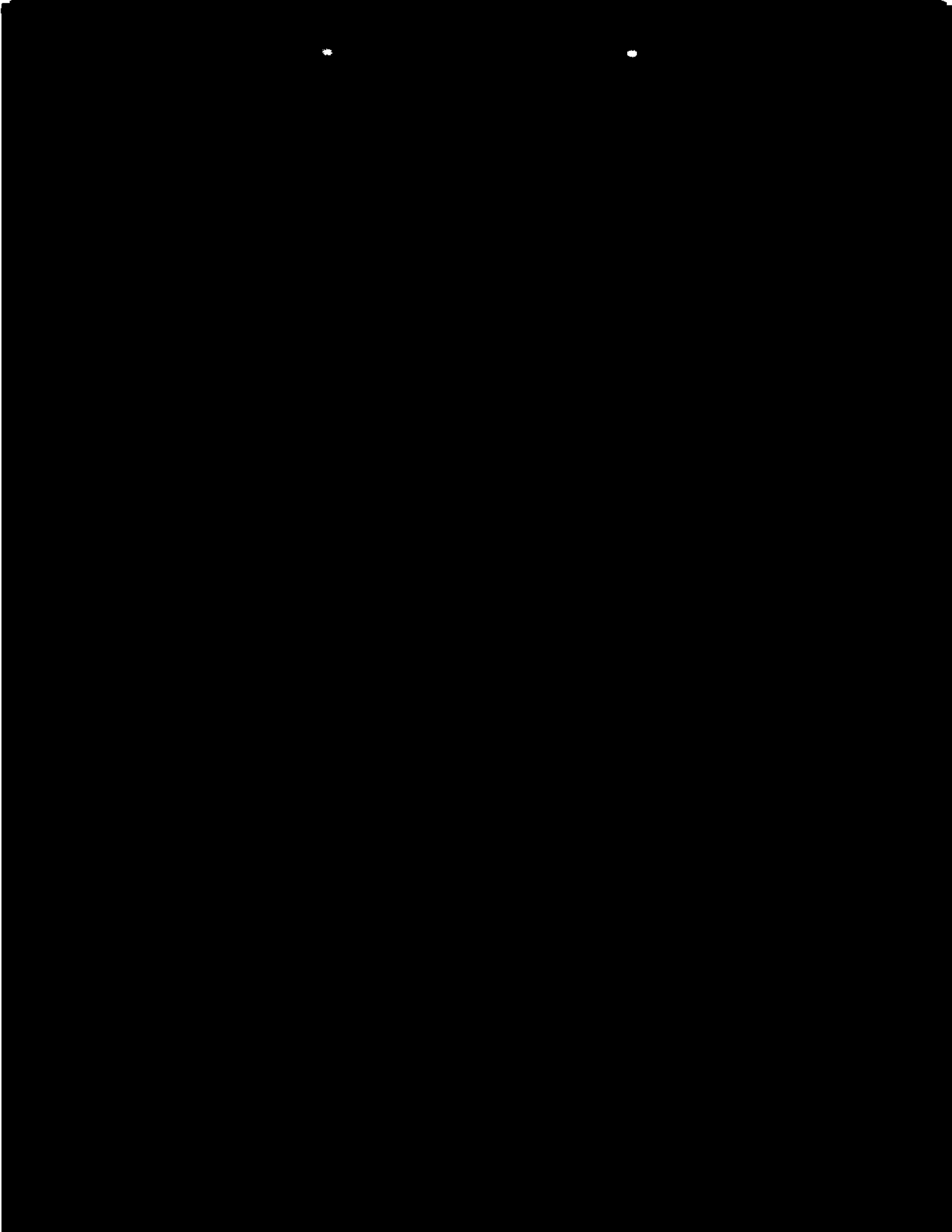


Assistant City Attorney

ATTEST:



City Clerk



SECOND AMENDMENT TO
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND TYLER TECHNOLOGIES, INC.

This Second Amendment to Agreement for Project Services (this "Amendment") is made between the City of Redondo Beach ("Client") and Tyler Technologies, Inc. - MUNIS Division ("Tyler"), a Delaware corporation.

WHEREAS, on December 7, 2004, the parties hereto entered into that certain Agreement for Project Services between the City of Redondo Beach and Tyler Technologies, Inc. - MUNIS Division, (the "Agreement");

WHEREAS, the parties wish to amend the Agreement upon the products contained herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Agreement shall be modified to terminate the following listed modules from the contract. There shall be no refund of fees already paid; however, any remaining billing for the items shall not be due from Client to Tyler. The maintenance for the following items will also no longer be billed moving forward.
 - a. Bids and Quotes
 - b. The GASB34 Reporting module
 - c. The timekeeping interface
2. Client also wishes to terminate maintenance on the second cashiering station. The extra station will be used as a backup to the cashiering station located in cashiering.
3. This Amendment shall be governed by the terms of the Agreement
4. Except as explicitly modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have executed this Amendment as of this 19th day of September, 2006.

SIGNATURES:


IN WITNESS WHEREOF, the parties have executed this Agreement Amendment as of the day, month and year first above written.

CITY OF REDONDO BEACH

TYLER TECHNOLOGIES, INC. -
MUNIS DIVISION



Mayor

By: 

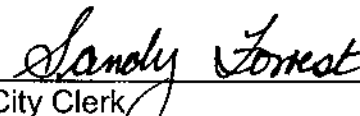
Title: President, munis Division

APPROVED AS TO FORM:

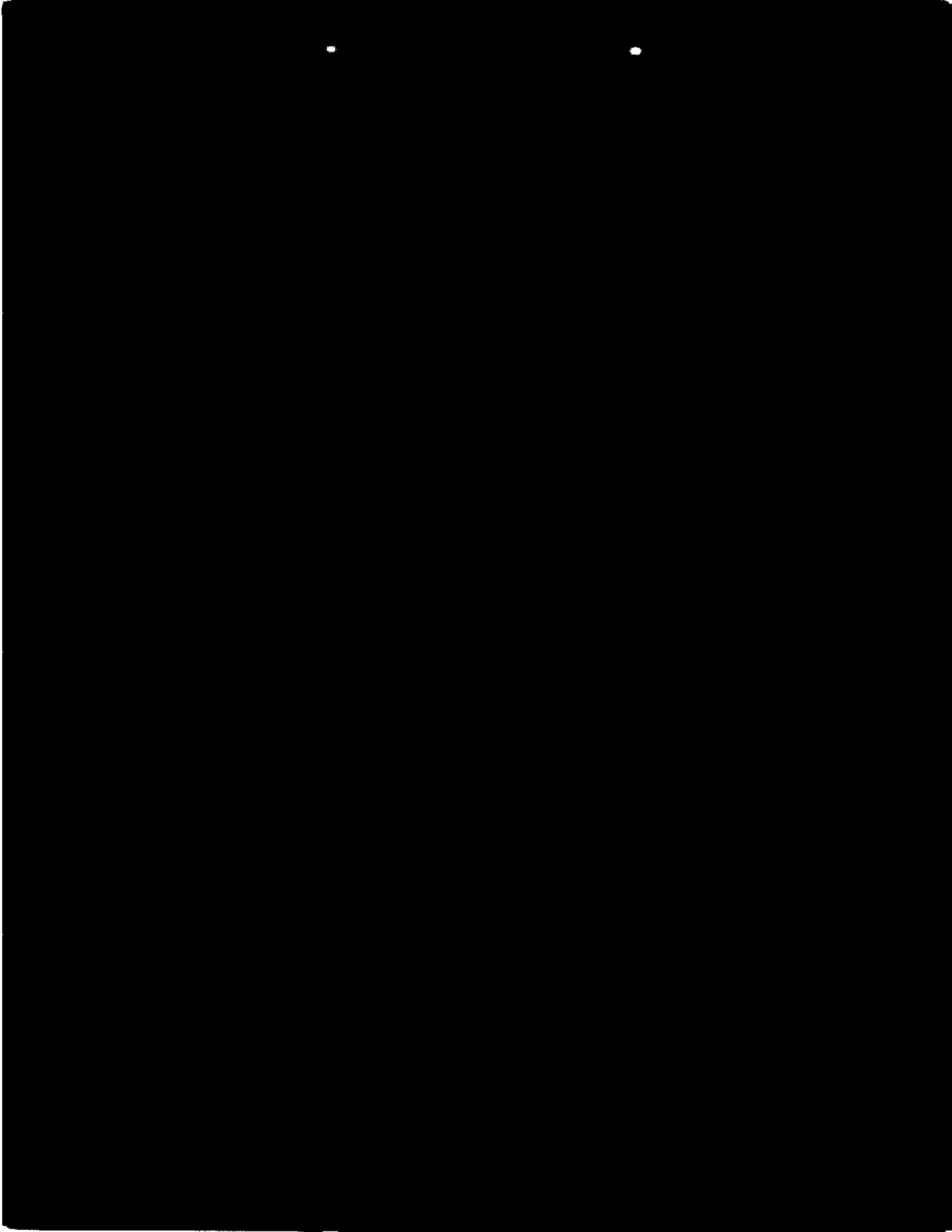
ATTEST:

FOR 

Assistant City Attorney's OFFICE



City Clerk



FIRST AMENDMENT TO
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND TYLER TECHNOLOGIES, INC.

THIS First Amendment to Agreement for Project Services (this "Amendment") is made between the City of Redondo Beach and Tyler Technologies, Inc. - MUNIS Division, a Delaware corporation.

WHEREAS, on December 7, 2004, the parties hereto entered into that certain Agreement for Project Services between the City of Redondo Beach and Tyler Technologies, Inc. - MUNIS Division, (the "Agreement");

WHEREAS, the parties wish to amend the Agreement upon the terms and conditions herein.

NOW, THEREFORE, the parties hereby agree as follows:

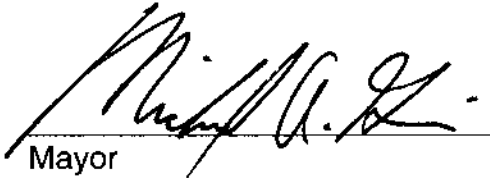
1. Section 6.03 of the agreement is hereby amended to read as attached hereto and incorporated herein by reference.
2. This Amendment and the Agreement constitute the entire agreement between the parties concerning the subject matter hereof and supersede any previous oral or written agreement. This Amendment and the Agreement may be modified or amended only by a subsequent written instrument executed by all of the parties.

IN WITNESS WHEREOF, the parties hereby have executed this Amendment as of this 19th day of July, 2005.

SIGNATURES:

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment as of the day, month and year first above written.

CITY OF REDONDO BEACH



Mayor

~~MUNIS, INC.~~
Tyler Technologies, Inc. - MUNIS Division

By: 

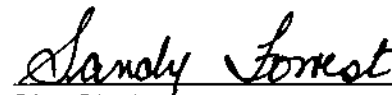
Title: PRESIDENT

APPROVED AS TO FORM:



Assistant City Attorney

ATTEST:



City Clerk

6.03 PAYMENT SCHEDULE

Payment will be authorized and processed by the Customer according to the following schedule:

- Installation, consulting and implementation services (including technical configuration, process consulting, project management and training) will be processed upon completion of the designated tasks and presentation to the Customer of an itemized invoice showing the specific tasks completed and the resources involved in each. Consulting and implementation services will be invoiced in half-day and full-day increments. Notwithstanding the foregoing, the Vendor will invoice consulting and implementation services fees as follows:
 - First ten (10) Phase I implementation and consulting days (\$10,250) upon completion of Phase I Acceptance Testing, not to exceed July 31, 2005
 - Second ten (10) Phase I implementation and consulting days (\$10,250) sixty (60) days from Phase IV Go Live, not to exceed March 30, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
 - First seven (7) Phase II implementation and consulting days (\$7,175) upon completion of Phase II Acceptance Testing, not to exceed January 31, 2006
 - Second seven (7) Phase II implementation and consulting days (\$7,175) sixty (60) days from Phase IV Go Live, not to exceed March 31, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
 - First six (6) Phase III implementation and consulting days (\$6,150) upon completion of Phase III Acceptance Testing, not to exceed July 31, 2006
 - Second six (6) Phase III implementation and consulting days (\$6,150) sixty (60) days from Phase IV Go Live, not to exceed March 31, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
 - First two (2) Phase IV implementation and consulting days (\$2,050) upon completion of Phase IV Acceptance Testing, not to exceed January 31, 2007
 - Second two (2) Phase IV implementation and consulting days (\$2,050) sixty (60) days from Phase IV Go Live, not to exceed March 31, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
- Travel expenses will be processed upon presentation of an invoice which will include itemized details:
 - The City will be responsible for the first \$43,680 of travel invoiced by the Vendor in total.

- The City will be responsible for half of the remaining travel costs up to a threshold of \$90,691 in total, so that the total liability of the City for travel shall not exceed \$67,186.
- Data Conversion fees as provided in the Investment Summary will be authorized and processed for payment on a Module by Module upon completion of conversion.
- Payment is due within thirty (30) days of receipt of undisputed invoice, unless Customer's City Council meeting schedule prevents Customer from making payment within thirty (30) days of receipt of undisputed invoice, in which case payment shall be due within sixty (60) days of receipt of undisputed invoice.

The Customer will pay to Vendor of \$116,048 upon execution of this Agreement that equals:

- 25% of the Licensed Programs license fees for all phases (\$50,259.50)
- 25% of the first annual Phase I Licensed Programs maintenance fees (\$2,913.50)
- 25% of the first annual OSDBA fee (\$3,000)
- 25% of the first annual Disaster Recovery fee (\$3,000)
- 25% of the Change Management Review/Implementation fee (\$7,500)
- 25% of the Chart of Account Design/Creation fee (\$3,750)
- 25% of the General Ledger Monthly Reconciliation Handbook fee (\$1,875)
- 25% of the Policy and Procedure Manuals (16 Primary Modules) fee (\$38,750)
- 25% of the System Administration Policy Manual fee (\$5,000)

The Customer will pay to Vendor of \$150,099.50 upon delivery of the Licensed Programs that equals:

- 50% of the Licensed Programs license fees for all phases, excluding MUNIS Portal Executive Dashboard (\$89,269)
- 75% of the first annual Phase I Licensed Programs maintenance fees (\$8,740.50)
- 75% of the first annual OSDBA fee (\$9,000)
- 75% of the first annual Disaster Recovery fee (\$9,000)
- 100% of the System Software license fees (\$30,990)
- 100% of the System Software maintenance fees (\$3,100)

The Customer will pay to Vendor of \$12,948.80 that equals 10% of the Phase I Licensed Programs license fees upon successful completion of the Verification Test. Unless the Licensed Programs fail the Verification Test, this period shall not exceed sixty (60) days after delivery of the Licensed Programs.

The Customer will pay to Vendor of \$19,423.20 that equals 15% of the Phase I Licensed Programs license fees thirty (30) days from Phase I Go Live, not to exceed June 30, 2005, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period.

The Customer will pay to Vendor of \$7,722 upon Initiation of Phase II, not to exceed October 1, 2005, that equals:

- 10% of the Phase II Licensed Programs license fees (\$2,295)
- 100% of the first annual Phase II Licensed Programs maintenance fees (\$5,427)

The Customer will pay to Vendor of \$3,442.50 that equals 15% of the Phase II Licensed Programs license fees thirty (30) days from Phase II Go Live, not to exceed December 31, 2005, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period.

The Customer will pay to Vendor of \$9,657 upon Initiation of Phase III, not to exceed April 1, 2006, that equals:

- 10% of the Phase III Licensed Programs license fees (\$2,610)
- 100% of the first annual Phase III Licensed Programs maintenance fees (\$7,047)

The Customer will pay to Vendor of \$3,915 that equals 15% of the Phase III Licensed Programs license fees thirty (30) days from Phase III Go Live, not to exceed June 30, 2006, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period.

The Customer will pay to Vendor of \$11,250 upon installation of the MUNIS Portal Executive Dashboard Module, not to exceed September 1, 2006, that equals 50% of the MUNIS Portal Executive Dashboard license fee.

The Customer will pay to Vendor of \$6,300 upon Initiation of Phase IV, not to exceed October 1, 2006, that equals:

- 10% of the Phase IV Licensed Programs license fees (\$2,250)
- 100% of the first annual MUNIS Executive Dashboard maintenance fee (\$4,050)

The Customer will pay to Vendor of \$15,875 thirty (30) days from Phase IV Go Live, not to exceed December 31, 2006, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period. Such sum equals:

- 15% of the Phase IV Licensed Programs license fees (\$3,375)
- 100% of the first annual MUNIS OnLine for Miscellaneous Revenue Payment fee (\$6,250)

100% of the first annual MUNIS OnLine for Vendors fee (\$6,250)

The balance of the MUNIS Consulting Group services (Change Management Review/Implementation, Chart of Account Design/Creation, General Ledger Monthly Reconciliation Handbook, Policy and Procedure Manuals (16 Primary Modules), System Administration Policy Manual) fees are due upon completion of the associated service.

Fees for Enhancements are payable 50% upon delivery of specifications and 50% upon delivery of Enhancement.

In the event a milestone date is postponed due to action or inaction of Vendor, the associated payment will be postponed the corresponding number of days. In the event a milestone date is postponed due to action or inaction of the Customer (other than due to force majeure), the associated payment will be due on the date indicated herein.

COMPUTER APPLICATION SOFTWARE LICENSE AND USE AGREEMENT

by and between

City of Redondo Beach

and

MUNIS, Inc.

pursuant to

Financial Management and Human Resources System

Request for Proposal

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

PREAMBLE 1

1.00 DEFINITIONS 1

 1.01 DEFINITION OF TERMS1

 1.02 TERM3

 1.03 INCLUDED DOCUMENTS3

 1.04 DATE OF THE AGREEMENT3

 1.05 TERMINATION.....4

2.00 PROPERTY RIGHTS 4

 2.01 WARRANTY OF OWNERSHIP/RIGHT TO SELL SOFTWARE4

 2.02 HOLD HARMLESS AND INDEMNIFICATION-SOFTWARE.....4

 2.03 COPYRIGHT NOTICE5

3.00 PROPRIETARY AND TRADE SECRET INFORMATION 5

 3.01 CUSTOMER'S PROTECTION OF LICENSED PROGRAMS AND MATERIALS, AND
 SYSTEM SOFTWARE5

 3.02 DESIGNATION OF CONFIDENTIALITY6

 3.03 CUSTOMER'S RIGHTS TO COPY LICENSED PROGRAMS6

4.00 LICENSE GRANT..... 6

 4.01 SCOPE OF LICENSE.....6

 4.02 LICENSED MATERIALS.....7

 4.03 SCOPE OF SERVICES.....7

 4.04 SITE OF SERVICES.....7

 4.05 MODIFICATION OF SCOPE7

 4.06 MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS8

 4.07 LICENSED PROGRAM IMPLEMENTATION SCHEDULE10

5.00	PROGRAM SUPPORT SERVICES	11
5.01	ON-GOING SUPPORT FOR LICENSED PROGRAMS.....	11
5.02	DATA CONVERSION.....	11
5.03	TRAINING.....	11
5.04	SYSTEM SUPPORT SERVICES	12
5.05	SCOPE OF SUPPORT SERVICES	12
5.06	OPERATING SYSTEM AND DATABASE ADMINISTRATION SUPPORT	13
5.07	IMPLEMENTATION SUPPORT SERVICES.....	14
5.08	FEES AND CHARGES FOR SUPPORT SERVICES	14
5.09	CUSTOMER RESPONSIBILITIES.....	14
5.10	PROPRIETARY RIGHTS.....	14
6.00	INSTALLATION, DELIVERY, AND ACCEPTANCE.....	15
6.01	INSTALLATION.....	15
6.02	ACCEPTANCE AND PAYMENT.....	15
6.03	PAYMENT SCHEDULE	16
6.04	APPLICABLE TAXES	19
6.05	OTHER CHARGES	19
6.06	DISCOUNTS.....	19
7.00	CUSTOMER RESPONSIBILITIES	20
7.01	CUSTOMER SUPPORT OF VENDOR.....	20
8.00	WARRANTY OF PERFORMANCE.....	20
8.01	COMPLIANCE WITH STATE AND FEDERAL AUDIT REQUIREMENTS.....	20
8.02	WARRANTY OF PERFORMANCE.....	20
8.03	LIQUIDATED DAMAGES	21
8.04	CORRECTION OF ERRORS UNDER THE WARRANTY.....	21
8.05	ORAL REPRESENTATIONS.....	21

8.06	PROGRESS REPORTS.....	21
8.07	NO DISABLING CODE	22
9.00	LIABILITY AND DEFAULT	22
9.01	LIABILITY	22
9.02	BANKRUPTCY	22
9.03	INSURANCE.....	22
9.04	LIMITATION OF LIABILITY.....	23
10.00	GENERAL PROVISIONS	23
10.01	ASSIGNMENT	23
10.02	PERSONNEL CHANGES	24
10.03	GOVERNING LAW.....	24
10.04	INVOICE DISPUTE.....	24
10.05	MEDIATION	24
10.06	ARBITRATION.....	25
10.07	ENTIRE AGREEMENT(S)/AMENDMENTS.....	25
10.08	CONSTRUCTION.....	25
10.09	SERVICE OF NOTICE	25
	SIGNATURES:.....	26
	EXHIBIT A.....	ERROR! BOOKMARK NOT DEFINED.
	EXHIBIT B.....	ERROR! BOOKMARK NOT DEFINED.
	EXHIBIT C.....	ERROR! BOOKMARK NOT DEFINED.
	EXHIBIT D.....	ERROR! BOOKMARK NOT DEFINED.
	EXHIBIT E.....	ERROR! BOOKMARK NOT DEFINED.
	EXHIBIT F.....	ERROR! BOOKMARK NOT DEFINED.

- EXHIBIT G.....ERROR! BOOKMARK NOT DEFINED.
- EXHIBIT H.....ERROR! BOOKMARK NOT DEFINED.
- EXHIBIT I.....ERROR! BOOKMARK NOT DEFINED.
- EXHIBIT J.....ERROR! BOOKMARK NOT DEFINED.
- EXHIBIT K.....ERROR! BOOKMARK NOT DEFINED.

RESOLUTION NO. CC - 0412-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \$1,081,326 TO THE FINANCIAL SERVICES DEPARTMENT AND \$200,460 TO THE INFORMATION TECHNOLOGY DEPARTMENT FROM THE GENERAL FUND FINANCIAL MANAGEMENT SYSTEM SET ASIDE

WHEREAS, the City's adopted budget needs to be modified to appropriate monies for expenditures related to the Financial Management/Human Resources System (FMHRS); and

WHEREAS, as of June 30, 2003 the City has set aside \$2,500,000 in the General Fund related to financial management system expenditures; and

WHEREAS, the City Council desires to appropriate \$1,281,786 from the General Fund financial management system set aside to fund the MUNIS, Inc., contract, hardware and software related to the financial management system, and the creation of an FMHRS reserve for staff backfill, MUNIS contingencies, and other miscellaneous software and hardware that may be needed to complete the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

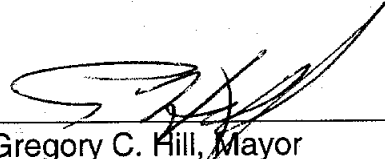
SECTION 1. That \$1,081,326 shall be appropriated from the General Fund financial management system set aside to the Financial Services Department to fund the MUNIS, Inc., contract and the FMHRS reserve.

SECTION 2. That \$200,460 shall be appropriated from the General Fund financial management system set aside to the Information Technology Department to fund hardware and software related to the FMHRS.

SECTION 3. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2004-2005 in accordance with the above modifications.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 7th day of December, 2004.



Gregory C. Hill, Mayor

ATTEST

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

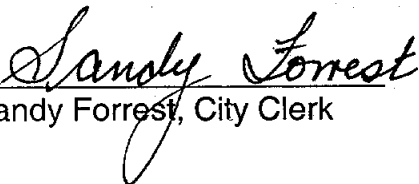
I, Sandy Forrest, City Clerk of the City of Redondo Beach California, do hereby certify that the foregoing Resolution No. CC-0412-141 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 7th day of December, 2004, by the following roll call vote:

AYES: Bisignano, Cagle, Szerlip, Schmalz, Parsons

NOES: None

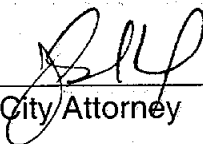
ABSENT: None

ABSTAIN: None



Sandy Forrest, City Clerk

APPROVED AS TO FORM:



City Attorney

RESOLUTION NO. CC-0412-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING THE FISCAL YEAR 2003-2004 TRANSFER OF \$400,000 TO THE INFORMATION TECHNOLOGY INTERNAL SERVICE FUND FROM THE GENERAL FUND

WHEREAS, the City of Redondo Beach is closing its books for fiscal year ended June 30, 2004; and

WHEREAS, the Redondo Beach City Council desires to fund future emergency equipment upgrades; and

WHEREAS, the City Council wishes to transfer \$400,000 from the General Fund to the Information Technology Internal Service Fund.

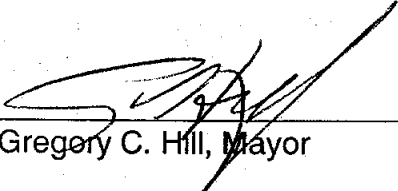
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the General Fund balance of \$400,000 shall be transferred to the Information Technology Internal Service Fund.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2004-2005 in accordance with the above modification.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 7th day of December, 2004.



Gregory C. Hill, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF REDONDO BEACH) SS

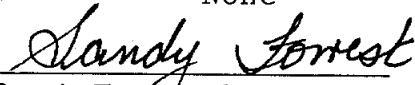
I, Sandy Forrest, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-0412-144 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 7th day of December, 2004, by the following roll call vote:

AYES: Bisignano, Cagle, Szerlip, Schmalz, Parsons

NOES: None

ABSENT: None

ABSTAIN: None



Sandy Forrest, City Clerk

APPROVED AS TO FORM:



City Attorney

PREAMBLE

This Agreement entered into this 7th day of December, 2004 by and between the City of Redondo Beach, a California municipal corporation located at:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

hereinafter sometimes referred to as 'Customer' and MUNIS, Inc. a Maine corporation, with offices located at:

MUNIS, Inc.
370 U.S. Route One
Falmouth, ME 04105

hereinafter sometimes referred to as 'Vendor;'

WITNESSETH:

1.00 DEFINITIONS

1.01 DEFINITION OF TERMS

It is the Customer's understanding that, within the limits of common usage, a word in a contract means what the contract says it means.

For purposes of this Agreement, the following are defined terms:

- A. The term "System" shall mean the Licensed Programs and Materials.
- B. The term "Licensed Programs" shall mean a licensed information processing program or programs consisting of a series of instructions or statements which is machine readable commonly referred to as "application software" which is purchased from Vendor and is required in conjunction with the items covered by this Agreement. "Licensed Programs" include Enhancements and Updates thereto.
- C. The term "Licensed Materials" also referred to as "Materials," shall mean any materials related to the Licensed Programs including, without limitations, user's guides, technical guides, training materials, Vendor guidelines and customer support instructions provided for use in connection with the Licensed Programs. (It is the parties' mutual understanding that the term "Materials" is intended to be broader in scope than "documentation" which is often employed in computer agreements and is deemed to be too limiting in scope).

- D. The term "Licensed Programs and Materials" shall mean both the Licensed Programs and Licensed Materials as defined above.
- E. The term "System Software" shall mean manufacturer-supplied or other third-party licensed programs and materials that control hardware functions, commonly referred to as "operating systems", and file management utilities, compilers and programming languages, etc.
- F. The term "Functional Specifications" shall mean Vendor's response to the Customer's functional requirements, included in the Statement of Work and referred to as the "Matrix", and the then-current Licensed Materials. In the event of inconsistency between the afore-mentioned documents, the then-current Licensed Materials shall control through completion of the Verification Test and the Matrix shall control after completion of the Verification Test.
- G. The term "Enhancement" shall mean any program, any part thereof, or any materials not included in the Licensed Programs and Materials at the time of execution of this Agreement that add new functions or improved performance thereto by changes in system design or coding. The Customer acknowledges that Vendor reserves the right to cease supporting a prior version of the Licensed Programs ten (10) months after sending an Enhancement.
- H. The term "Use" shall include copying any portion of the Licensed Programs or Licensed Materials into a computer or transmitting them to a computer for processing of the instructions or statements contained in the Licensed Programs or Materials, subject to the terms of the Agreement.
- I. The term "Updates" shall mean program logic and documentation changes and improvements to correct known defects and maintain the operational quality of the Licensed Program and changes required to keep it current with current versions of the System Software or other environmental software, firmware, or hardware as specified by the hardware manufacturer. The Customer acknowledges that Vendor reserves the right to cease supporting a prior version of the Licensed Programs ten (10) months after sending an Update.
- J. The term "Statement of Work" shall include those documents attached to this agreement as Exhibit A.
- K. The term "Source Code" shall mean the Licensed Programs' source language.
- L. The term "Object Code" shall mean the machine-readable, executable form of the Licensed Programs that enables the hardware environment at the Customer's site(s) to perform the functions as defined by the Statement of Work.
- M. The term "Module" shall mean a subset of the packaged License Programs.
- N. The term "Power User" shall mean a Customer designated application expert or lead person with above average technical skills who shall receive additional application training. A Power User is entitled to coordinate questions and problems with Vendor trainers and support staff.

- O. The term "Final Acceptance" shall mean the date, in which the last Module contracted, will have passed the Verification Test.
- P. The term "Verification Test" shall mean Exhibit E – Verification Test.
- Q. The term "Error Correction" shall mean an Enhancement or Update that removes an Error or eliminates the practical adverse effect of an Error.
- R. The term "Error" shall mean any failure of the Licensed Programs to conform to the Functional Specifications.
- S. The term "Initiation" shall mean the first day of training in a particular phase.

1.02 TERM

The license to use the Licensed Programs is in perpetuity, notwithstanding provisions for termination of this Agreement detailed elsewhere herein.

1.03 INCLUDED DOCUMENTS

This Agreement is inclusive of the following documents, listed in the order of precedence, in the event that inconsistencies exist between the documents:

- A. Statement of Work – Exhibit A (including Vendor's response to Customer's RFP, RFC #1, and RFC #2)
- B. Investment Summary – Exhibit B
- C. Vendor's Travel Policy – Exhibit C
- D. Vendor Insurance Certificate(s) and mandatory endorsements – Exhibit D
- E. Verification Test – Exhibit E
- F. Support Call Process – Exhibit F
- G. Modifications – Exhibit G
- H. Adobe End User License Agreement – Exhibit H
- I. Annual Agreement for Operating System & Database Administration Support – Exhibit I
- J. Disaster Recovery Statement of Work – Exhibit J
- K. MUNIS Consulting Group Services – Exhibit K

1.04 DATE OF THE AGREEMENT

The effective date of the Agreement will be the date on which the last party signed the Agreement if both parties did not sign on the same date.

1.05 TERMINATION

Customer shall have the right to terminate maintenance and support services under this Agreement upon not less than sixty (60) days' advance written notice. Customer shall nonetheless remain obligated to pay all accrued charges owed at the time of termination under this Agreement.

The Vendor shall have the right to suspend all services under this Agreement, including maintenance and support services, when Customer fails to pay undisputed charges due within sixty (60) days of receipt of invoice. The Vendor shall thereafter reinstate services under this Agreement only upon payment of all past due charges. However, after the third such termination for non-payment, Vendor shall have the right to refuse reinstatement of services provided under this Agreement. Such refusal shall not relieve the Customer of its obligations to pay any outstanding charges and associated late fees.

In the event Vendor is unable to correct a material Error in a Module, Customer may terminate its license to the defective Module and receive a refund of the license fee paid for the defective Module.

Any failure by Customer or Vendor to comply with any material term or condition under this Agreement shall entitle the other party to give the party in default written notice requiring it to make good such default. Failure to make good such notified default within thirty (30) calendar days of such notice shall constitute breach of contract by the defaulting party and grounds for termination of this Agreement.

Customer shall pay Vendor for undisputed products and services delivered prior to such termination.

Upon termination of this Agreement at the election of the Customer, or at the election of the Vendor due to a breach by Customer of the provisions of this Agreement, Customer shall immediately cease use of, and return forthwith to Vendor, the Licensed Programs and Materials, and any copies or portions thereof, including Maintenance Modifications or Enhancements.

2.00 PROPERTY RIGHTS

2.01 WARRANTY OF OWNERSHIP/RIGHT TO SELL SOFTWARE

Vendor hereby stipulates that it is the sole owner of all Licensed Programs and Materials, and that it has the right to sell, lease, or grant and support such Licensed Programs and Materials, free and clear of any liens and encumbrances. Any and all legal actions regarding the Licensed Programs and Materials, or any previous version of them under any name, in the past fifteen (15) years has been fully disclosed to the Customer.

2.02 HOLD HARMLESS AND INDEMNIFICATION-SOFTWARE

Subject to the limitation of liability set forth herein, in the event of a claim that the Licensed Programs constitute an infringement of a copyright or patent, Vendor shall hold harmless and indemnify Customer and its officers, employees and agents, from every claim

or demand resulting therefrom. Vendor shall, at its own cost, risk and expenses, defend any claim on behalf of Customer and its officers, employees and agents and satisfy any judgment rendered against any of them, provided Customer promptly notifies Vendor of such claim at which time Vendor may then be responsible for and conduct its own defense against said claim. In the event that the Licensed Programs are held to be infringing and its use by Customer is enjoined, Vendor shall be responsible for replacing affected portion of the Licensed Program.

2.03 COPYRIGHT NOTICE

It is the Customer's understanding that under the Copyright Act of 1978, immediate and automatic copyright protection occurs upon completion of a work in a tangible form. Vendor has actionable right to claim infringement of its copyright of the Licensed Programs and Materials and/or System Software for up to two (2) years after any infringement thereof regardless of notice or lack thereof. Vendor will mark all copies of the Licensed Programs and Materials with a copyright notice indicating Vendor's ownership. Placing of such copyright notice shall not be deemed a publication or placement in the public domain.

Any and all Updates or Enhancements made to the System shall become and remain the sole property of the Vendor. Any such Updates or Enhancements made by Vendor shall be incorporated into the System and shall be supported by Vendor in a manner consistent with support of the rest of the System.

3.00 PROPRIETARY AND TRADE SECRET INFORMATION

3.01 CUSTOMER'S PROTECTION OF LICENSED PROGRAMS AND MATERIALS, AND SYSTEM SOFTWARE

It is the Customer's understanding that Licensed Programs and Materials, which the Vendor considers to be proprietary and a trade secret, and System Software, which the owner considers to be proprietary and a trade secret, will be treated by the courts as a trade secret if the Vendor's behavior toward the Licensed Programs and Materials and System Software, shows an effort to preserve the secret.

Customer will make reasonable effort by giving instruction to its employees to protect the confidential nature of the Licensed Programs and Materials and System Software by establishing written procedures for its employees and other persons permitted access to the Licensed Programs and Materials and System Software to follow in order to protect the Licensed Program and Materials and System Software from being acquired by unauthorized persons.

In the event Customer is asked to release the Licensed Programs, Licensed Materials, and/or System Software pursuant to a public disclosure law, Customer will notify Vendor of such fact as soon as possible. Vendor may challenge and defend such disclosure at its own cost.

3.02 DESIGNATION OF CONFIDENTIALITY

Confidential information shall mean all matters relating to the Customer's business which are disclosed by Customer to Vendor pursuant to the Agreement. All confidential information will be safeguarded and kept confidential by Vendor during the term of the Agreement to the same extent that Vendor safeguards confidential information relating to its own business. Vendor will instruct its employees to use the same care and discretion with respect to the Customer's confidential information that they use with respect to the Vendor's confidential information.

Customer acknowledges that the Licensed Programs and Materials and the System Software contain proprietary and confidential information. Information received by Customer under the Agreement will not be considered confidential if:

- (a) The information was in Customer's possession prior to the execution of the Agreement and not designated as confidential in the Vendor's response to the RFP;
- (b) The information was legally acquired from third parties and did not originate with Vendor or was in the public domain at the time it was disclosed;
- (c) The information was independently developed by Customer;
- (d) The information was disclosed to Customer by a third party with Vendor's approval.

3.03 CUSTOMER'S RIGHTS TO COPY LICENSED PROGRAMS

Customer shall not, without prior written consent of Vendor, copy in whole or in part, the Licensed Programs and Materials provided by Vendor under the Agreement for other than the Customer's need for a copy of the Licensed Programs and Materials for back-up purposes. The current version of the Licensed Programs may be copied onto different servers within the City to support production, test, and demonstration environments. The current version of the System Software (MUNIS GUI Runtime) may be copied for distribution purposes, subject to the term of this Agreement and the number of concurrent users set forth in the Investment Summary.

4.00 LICENSE GRANT

4.01 SCOPE OF LICENSE

Vendor hereby grants to Customer, for the term of the Agreement, a non-exclusive, nontransferable, non-assignable license (without the right of sublicense), to:

- Install, store, read, use, and execute the Licensed Program on computers owned or leased and used by Customer at its facilities, for an unlimited number of concurrent users for the sole and express purpose of supporting the internal business activities of Customer; and

- Use the Licensed Materials only in conjunction with installation and use of the Licensed Program.

The Licensed Programs are not licensed to perform processing for subdivisions or entities that were not disclosed to Vendor prior to the effective date of the Agreement.

4.02 LICENSED MATERIALS

At the point of delivery/installation, the Vendor shall furnish the Customer one (1) copy (on CD-ROM) of the Licensed Materials, which materials shall describe the Vendor's recommended use and application of the Licensed Programs.

4.03 SCOPE OF SERVICES

Vendor shall provide services as defined in this Agreement and the Statement of Work.

Upon the completion of each service day or group of days, Vendor will present a Customer Service Report to Customer. Customer shall either sign the report indicating delivery of the service day, or not sign the report and note reasons for Customer's not signing the report.

4.04 SITE OF SERVICES

Vendor's services are to be performed at location(s) within Customer's city unless specific work assignment calls for services to be performed at Vendor location(s). If services are provided at Vendor's location(s), Vendor shall provide office space and facilities to Customer staff commensurate with that provided its own employees engaged in similar activities. If services are provided at Customer's location(s), Customer shall provide office space and facilities to Vendor's staff commensurate with that provided to its own employees engaged in similar activities.

4.05 MODIFICATION OF SCOPE

Services specified in any future Project Work Specifications may be agreed to between the parties. Such services may include special studies; database and program conversion; data conversion; implementation planning, procedures and programs; installation evaluation; technical and user training; and specification preparation. Customer shall request such services in writing on a Vendor-developed, Customer-approved form and shall specify:

- 1) Nature of work to be performed;
- 2) Category of experience of each resource;
- 3) Date on which assignment is to begin;
- 4) Location of assignment;
- 5) Length of assignment, including due date;
- 6) Source of funds and authorized approval; and

7) Individual who will coordinate for Customer and Vendor.

Vendor shall use its best efforts to provide a written quotation for each service request within ten (10) working days following receipt by the Vendor of the Customer's request. Acceptance by Customer of Vendor quotation for each service request is subject to compliance with Customer's then existing purchasing ordinances and policies. The Customer will document for Vendor such ordinances' and policies' effect, if any, on the services. Upon acceptance by Customer and Vendor, such request shall be called "Additional Work Assignment".

Each Additional Work Assignment shall be governed by the terms and conditions of the Agreement, the terms and conditions of the Additional Work Assignment, and by such supplementary written amendments of the Agreement or the Additional Work Assignment as may be, from time to time, executed between the parties.

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of any Additional Work Assignment, the terms and conditions of the Additional Work Assignment shall govern.

No oral request for modification of services shall be binding on either party.

Further, the parties agree that their responsibilities under the Agreement will not be assigned, subcontracted, or licensed without the prior written consent of the other party.

Vendor is willing to provide Implementation and Consulting services at the same rates set forth in the Investment Summary for a period of two (2) years from the "Go Live" date reflected in the Statement of Work. After such two-year period has lapsed, rates for such services will be based upon Vendor's then-current rates (for similar agencies and similar services).

Vendor shall have the right to decline to perform work associated with a service request if in Vendor's sole opinion, Vendor believes that the product resulting from said service request will not result in an appropriate addition to the System or if Vendor does not have sufficient resources to properly complete the service request. If Vendor elects not to perform work contained in a service request, Vendor will notify Customer within ten (10) working days. If completion of the service request will result in increased support charges, Vendor agrees to notify Customer of the amount by which the support fees will increase as a result of said work. Vendor will provide this notification as a part of the quotation of costs.

4.06 MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS

Customer acknowledges that Customer's computers must meet or exceed the hardware and System Software specifications defined in the Statement of Work. The acquisition of necessary hardware and software meeting the requirements then in effect shall be the sole responsibility of Customer. Customer acknowledges that Vendor software support does not cover third party software unless otherwise specified.

Customer agrees such requirements are subject to change, and that future versions of the Licensed Programs may have different hardware and System Software requirements than those presently in effect. The acquisition of necessary hardware and System Software meeting the Vendor requirements then in effect shall be the sole responsibility of the Customer. Vendor shall provide Customer with a list of the hardware and System Software items and a reasonable amount of time (up to 180 days) in which to acquire said items.

4.07 LICENSED PROGRAM IMPLEMENTATION SCHEDULE

Vendor will implement the Licensed Programs in accordance with the following schedule:

Phase I Target Go Live: 06/30/05

Accounting, General Ledger, Budgeting, Accounts Payable
Project Accounting
Purchase Orders
Bids & Quotes
Contract Management
Requisitions
Fixed Assets
General Billing
Accounts Receivable/Cash Receipting
MUNIS Crystal Reports
MUNIS Office
Tyler Forms Processing
GASB 34 Reporting Module

Phase II Target Go Live: 12/31/05

Payroll
Personnel Management
Applicant Tracking
Timekeeping Interface

Phase III Target Go Live: 6/30/06

Permits & Code Enforcement
Business Licenses
Animal Licenses
Work Orders

Phase IV Target Go Live: 12/31/06

MUNIS Portal Executive Dashboard
MUNIS OnLine for Employees
MUNIS OnLine for Citizen Requests
MUNIS OnLine for Miscellaneous Revenue Payment
MUNIS OnLine for Vendors

5.00 PROGRAM SUPPORT SERVICES

5.01 ON-GOING SUPPORT FOR LICENSED PROGRAMS

Vendor shall provide continuing Error Correction to keep the Licensed Programs compatible with then-current supported versions of the platform (third party operating systems, database engines, and utilities) software specified in this Agreement.

5.02 DATA CONVERSION

Vendor shall be responsible for conversion of Customer's current data in machine-readable form, if any, to the format required by the Licensed Programs listed in the Statement of Work. Customer shall provide all requested data for conversion as outlined in the Statement of Work.

5.03 TRAINING

Vendor shall provide training directly to the various user-groups for the Licensed Programs at Customer facilities. Trainers shall be experienced and knowledgeable in the specific Modules in which they are providing training and familiar with the procedures in similar municipal environments to the Customer's. Furthermore, Vendor shall provide a comprehensive course outline for each training session at least two (2) weeks prior to the start of the session showing the course outline, who should attend, expected outcomes (in terms of student skills), and how skills will be assessed. In addition, Customer may request modifications or enhancements to the specific course outlines up to one (1) week prior to the start of a session, consistent with the business processes being designed into the System. Vendor will make reasonable effort to accommodate such changes.

Each training session will include a preliminary session which will be a more structured session targeting the Power Users of the Modules. The follow-up session will target all of the end-users, including the Power Users and shall be less structured to allow for more questions and answers to related situations the users encounter during productive use of the system.

Customer will provide a training area with no less than seven (7) networked workstations, tables, chairs, white board, projector, and other supplies such as paper, pencils, easel, etc. Vendor will provide necessary training materials and have session outlines and agendas for all training sessions, provided to Customer at least two (2) weeks in advance of the scheduled sessions.

Customer may request a replacement trainer if, in the reasonable opinion of Customer there is evidence that the trainer initially scheduled has been ineffective in conducting specific training sessions. If Vendor has been notified that a particular training session was ineffective because of the qualifications or techniques of the trainer and uses the same trainer in a subsequent session which also turns out to be ineffective, Customer will be entitled to withhold payment for the subsequent session until a makeup session with a qualified trainer can be completed.

The training dates identified in the Statement of Work may be modified only by mutual agreement after the schedule is developed by the Customer and Vendor.

In the event that the Customer cancels scheduled training dates (excluding force majeure events), with less than two (2) weeks' notice to Vendor, Vendor shall be compensated for all documented out-of-pocket expenses incurred for said training. In addition, in the event Vendor proves in writing it is unable to assign the trainer elsewhere, Customer will pay Vendor 100% of the total cost of the training rates for the days that were canceled.

In the event that the Vendor cancels scheduled training dates (excluding force majeure events), with less than two (2) weeks' notice to Customer, Customer shall be compensated for all documented out-of-pocket expenses incurred for said training. In addition, in the event Customer proves in writing it is unable to assign contracted services elsewhere, Vendor will pay Customer 100% of the total costs of the contracted services rates for the days that were cancelled.

5.04 SYSTEM SUPPORT SERVICES

In addition to training services, Vendor will provide system support services which shall include, but not be limited to, cooperating with Customer staff in configuring Customer acquired hardware and System Software as defined in Vendor's RFP response to support the Vendor's Licensed Programs, setting up tables and parameters for Customer's unique installation, preparing backup scripts to back up the databases for the applications with Vendor-approved backup solution, and training Customer's technical staff how to perform these tasks as well as diagnostic troubleshooting techniques for the Vendor's Licensed Programs. Should additional system support services be required, Vendor will respond to Customer request as outlined in Section 4.05 Modification of Scope.

5.05 SCOPE OF SUPPORT SERVICES

The Vendor shall use best efforts to correct Errors after notification by Customer, supply technical bulletins, updated user guides and other Licensed Materials as they are released by the Vendor, and supply Customer with Updates to the Licensed Program within thirty (30) days of their announced release. Vendor shall render software support during Vendor's normal working hours (8:00 AM to 8:00 PM EST, Monday through Friday, excluding federal holidays and the day following Thanksgiving) for the following:

- **Telephone Support** - Calls for assistance related to operation of the Licensed Program, reporting of a potential Error or abnormal termination of a program, or request for minor assistance related to the Licensed Program, all in accordance with the Support Call Process document attached hereto as Exhibit F
- **Support Enhancements** – Selected Enhancements, the nature and type of which shall be determined solely by the Vendor. Such provision shall not preclude Vendor from providing other Enhancements to the Licensed Program for license fees, training charges, and other related service fees and charges.
- **Source Code Maintenance** – Vendor has an escrow agreement in place with DSI Technology Escrow Services ("Escrow Agreement"). In the event the Customer

desires to enroll as a beneficiary, the Customer will pay the annual fee directly to DSI Technology Escrow Services. Provided Customer is a beneficiary to the Escrow Agreement, in the event that Vendor files for bankruptcy protection, Vendor or assigned trustee will provide Customer with a current copy of Customer's Source Code, including all Updates, Enhancements and modifications, at no additional charge.

- **Software Warranty** - Since Customer is obtaining software support from Vendor, and such software support is in effect without interruption from the effective date of this Agreement, Vendor will warrant the Licensed Program to be free of Errors for as long as the Customer maintains continuous software support with the Vendor for each of the Modules included herein. This warranty will be void in the event the Customer modifies the Licensed Programs without Vendor's prior written permission.
- **Error Correction** - When any Errors are identified by Customer or other licensed user of Vendor's Licensed Programs, Vendor will make and promptly distribute thoroughly tested Error Corrections along with detailed instructions as to how to apply the Error Corrections to the installed version of the Licensed Programs.

If an Error reported by Customer is determined to be caused by abuse, misuse, or unauthorized modifications and the proper use had been covered in a Vendor provided training session or in the then-current Licensed Materials, Vendor may charge Customer for the documented technician hours of work on the Error at the then current technician rates.

Vendor will give a Priority 0 Error immediate and continuous attention until such Priority 0 Error is corrected, which may go beyond the normal working hours as identified above.

- **Platform Protection** - As long as the Customer maintains continuous software support with the Vendor for each of the Modules included herein, Customer shall have the right to transfer the licenses for any and all Modules to any new hardware/platform environment (hardware and System Software as defined herein) then currently marketed and supported by the Vendor. Transferring of Licensed Programs and Materials shall be done with no charge for licensing fees to the Customer by the Vendor. Customer agrees to pay for any installation, data conversion and retraining costs which shall not exceed the hours charged to similar customers for similar tasks. Further, the Customer acknowledges and agrees such transfer may incur additional System Software fees.

5.06 OPERATING SYSTEM AND DATABASE ADMINISTRATION SUPPORT

Vendor will provide operating system and database administration support as described in Exhibit I. Operating system and database administration support outside the scope of Exhibit I is available at Vendor's then-current rate, currently One Hundred Twenty-Five

Dollars (\$125) per hour. In the event of inconsistency between this Agreement and Exhibit I, this Agreement will control.

5.07 IMPLEMENTATION SUPPORT SERVICES

The scope and sequence of the final implementation schedule will be determined by mutual agreement at the project initiation kickoff meeting to be scheduled as soon as practical following the execution of this Agreement.

5.08 FEES AND CHARGES FOR SUPPORT SERVICES

Customer shall pay Vendor Licensed Programs maintenance fees based on the annual rate specified in the Investment Summary in accordance with Section 6.03 Vendor will not increase Licensed Programs maintenance fees by more than 4% per year in years two (2) through (5), and 5% per year in years six (6) through (10).

5.09 CUSTOMER RESPONSIBILITIES

Customer shall be responsible for procuring, installing, and maintaining all computer equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Licensed Program per Hardware and System Configuration Specification in the Statement of Work, or as modified pursuant to paragraphs 4.06 Minimum Hardware and Software Requirements.

5.10 PROPRIETARY RIGHTS

To the extent that Vendor may provide Customer with any Updates or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works of the Licensed Programs prepared by Vendor, Customer may (1) install copies of the Licensed Programs adequate to serve the concurrent users specified in this Agreement, in the most current form provided by Vendor, in Customer's own facility; and (2) use such Licensed Programs in a manner consistent with the requirements of the Agreement, for purposes of serving Customer's internal business needs. Customer may not use, copy, or modify the Licensed Program, or make any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor, or as authorized elsewhere in this Agreement. The Licensed Programs are and shall remain the sole property of Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

6.00 INSTALLATION, DELIVERY, AND ACCEPTANCE

6.01 INSTALLATION

Installation of the Licensed Programs and test data shall be complete when selected Modules are copied onto the Customer's hardware environment and are fully operational for testing purposes and appropriately labeled media and documentation is presented to Customer as a complete system backup of the software Modules and data. The documentation shall include, but is not limited to, instructions as to how to completely re-install the contents of the media. Installation will include a fully functional test database, not necessarily with Customer converted data, which the Customer can use as a test-bed for experimentation and technical review.

6.02 ACCEPTANCE AND PAYMENT

Acceptance will be based on two factors: 1) That the Vendor has delivered and configured the Licensed Programs with converted Customer data, and 2) that the Licensed Programs perform consistent with the Functional Specifications.

Additional mutually agreed upon written acceptance criteria may be added by the Customer prior to the end of the Acceptance Period. The Customer shall accept the System at the close of the testing period by providing Vendor with **written** notification of acceptance unless Vendor fails to meet acceptance criteria.

If the Customer identifies any Priority 0 or 1 Error in the performance of the Licensed Programs (not related to a Customer network, hardware or system utility software malfunction), the Vendor shall be given the opportunity to extend the Acceptance Testing Period for up to thirty (30) business days during which to correct such Priority 0 and/or 1 Error(s). If after such time such Error(s) is not remedied to the Customer's reasonable satisfaction, the Customer may terminate the Agreement or its license to a Module in accordance with Section 1.05.

In the event the Vendor is rejected during the Acceptance Period, costs for system removal, additional labor, insurance, etc., will not be paid by the Customer.

6.02.1 ACCEPTANCE TESTING

Once the hardware and System has been delivered, installed, and configured, and the Vendor has converted any relevant Customer data and trained the designated staff, and one backup person to operate the basic components of the proposed Licensed Programs, at least seven (7) days prior to Go Live by phase, the Acceptance Period can begin. During the Acceptance Period, Customer will test all delivered Modules by executing any or all of the features contained in the Matrix. During this time, the Vendor will provide access to a qualified technician either on-site or via telephone and dial-in modem to assist City in the testing of the Licensed Programs, at the rate set forth herein. Failure by the Customer to report any Priority 0 or 1 Errors within thirty (30) days of the start of Acceptance Testing shall mean tacit acceptance and will be treated as if the Customer has accepted the Module(s) in its entirety.

6.03 PAYMENT SCHEDULE

Payment will be authorized and processed by the Customer according to the following schedule:

- Installation, consulting and implementation services (including technical configuration, process consulting, project management and training) will be processed upon completion of the designated tasks and presentation to the Customer of an itemized invoice showing the specific tasks completed and the resources involved in each. Consulting and implementation services will be invoiced in half-day and full-day increments. Notwithstanding the foregoing, the Vendor will invoice consulting and implementation services fees as follows:
 - First ten (10) Phase I implementation and consulting days (\$10,250) upon completion of Phase I Acceptance Testing, not to exceed July 31, 2005
 - Second ten (10) Phase I implementation and consulting days (\$10,250) sixty (60) days from Phase IV Go Live, not to exceed March 30, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
 - First seven (7) Phase II implementation and consulting days (\$7,175) upon completion of Phase II Acceptance Testing, not to exceed January 31, 2006
 - Second seven (7) Phase II implementation and consulting days (\$7,175) sixty (60) days from Phase IV Go Live, not to exceed March 31, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
 - First six (6) Phase III implementation and consulting days (\$6,150) upon completion of Phase III Acceptance Testing, not to exceed July 31, 2006
 - Second six (6) Phase III implementation and consulting days (\$6,150) sixty (60) days from Phase IV Go Live, not to exceed March 31, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
 - First two (2) Phase IV implementation and consulting days (\$2,050) upon completion of Phase IV Acceptance Testing, not to exceed January 31, 2007
 - Second two (2) Phase IV implementation and consulting days (\$2,050) sixty (60) days from Phase IV Go Live, not to exceed March 31, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
- Travel expenses will be processed upon presentation of an invoice which will include itemized details.

- Data Conversion fees as provided in the Investment Summary will be authorized and processed for payment on a Module by Module upon completion of conversion.
- Payment is due within thirty (30) days of receipt of undisputed invoice, unless Customer's City Council meeting schedule prevents Customer from making payment within thirty (30) days of receipt of undisputed invoice, in which case payment shall be due within sixty (60) days of receipt of undisputed invoice.

The Customer will pay to Vendor of \$116,048 upon execution of this Agreement that equals:

- 25% of the Licensed Programs license fees for all phases (\$50,259.50)
- 25% of the first annual Phase I Licensed Programs maintenance fees (\$2,913.50)
- 25% of the first annual OSDBA fee (\$3,000)
- 25% of the first annual Disaster Recovery fee (\$3,000)
- 25% of the Change Management Review/Implementation fee (\$7,500)
- 25% of the Chart of Account Design/Creation fee (\$3,750)
- 25% of the General Ledger Monthly Reconciliation Handbook fee (\$1,875)
- 25% of the Policy and Procedure Manuals (16 Primary Modules) fee (\$38,750)
- 25% of the System Administration Policy Manual fee (\$5,000)

The Customer will pay to Vendor of \$150,099.50 upon delivery of the Licensed Programs that equals:

- 50% of the Licensed Programs license fees for all phases, excluding MUNIS Portal Executive Dashboard (\$89,269)
- 75% of the first annual Phase I Licensed Programs maintenance fees (\$8,740.50)
- 75% of the first annual OSDBA fee (\$9,000)
- 75% of the first annual Disaster Recovery fee (\$9,000)
- 100% of the System Software license fees (\$30,990)
- 100% of the System Software maintenance fees (\$3,100)

The Customer will pay to Vendor of \$12,948.80 that equals 10% of the Phase I Licensed Programs license fees upon successful completion of the Verification Test. Unless the Licensed Programs fail the Verification Test, this period shall not exceed sixty (60) days after delivery of the Licensed Programs.

The Customer will pay to Vendor of \$19,423.20 that equals 15% of the Phase I Licensed Programs license fees thirty (30) days from Phase I Go Live, not to exceed June 30, 2005, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period.

The Customer will pay to Vendor of \$7,722 upon Initiation of Phase II, not to exceed October 1, 2005, that equals:

- 10% of the Phase II Licensed Programs license fees (\$2,295)
- 100% of the first annual Phase II Licensed Programs maintenance fees (\$5,427)

The Customer will pay to Vendor of \$3,442.50 that equals 15% of the Phase II Licensed Programs license fees thirty (30) days from Phase II Go Live, not to exceed December 31, 2005, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period.

The Customer will pay to Vendor of \$9,657 upon Initiation of Phase III, not to exceed April 1, 2006, that equals:

- 10% of the Phase III Licensed Programs license fees (\$2,610)
- 100% of the first annual Phase III Licensed Programs maintenance fees (\$7,047)

The Customer will pay to Vendor of \$3,915 that equals 15% of the Phase III Licensed Programs license fees thirty (30) days from Phase III Go Live, not to exceed June 30, 2006, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period.

The Customer will pay to Vendor of \$11,250 upon installation of the MUNIS Portal Executive Dashboard Module, not to exceed September 1, 2006, that equals 50% of the MUNIS Portal Executive Dashboard license fee.

The Customer will pay to Vendor of \$6,300 upon Initiation of Phase IV, not to exceed October 1, 2006, that equals:

- 10% of the Phase IV Licensed Programs license fees (\$2,250)
- 100% of the first annual MUNIS Executive Dashboard maintenance fee (\$4,050)

The Customer will pay to Vendor of \$15,875 thirty (30) days from Phase IV Go Live, not to exceed December 31, 2006, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period. Such sum equals:

- 15% of the Phase IV Licensed Programs license fees (\$3,375)
- 100% of the first annual MUNIS OnLine for Miscellaneous Revenue Payment fee (\$6,250)
- 100% of the first annual MUNIS OnLine for Vendors fee (\$6,250)

The balance of the MUNIS Consulting Group services (Change Management Review/Implementation, Chart of Account Design/Creation, General Ledger Monthly Reconciliation Handbook, Policy and Procedure Manuals (16 Primary Modules), System Administration Policy Manual) fees are due upon completion of the associated service.

Fees for Enhancements are payable 50% upon delivery of specifications and 50% upon delivery of Enhancement.

In the event a milestone date is postponed due to action or inaction of Vendor, the associated payment will be postponed the corresponding number of days. In the event a milestone date is postponed due to action or inaction of the Customer (other than due to force majeure), the associated payment will be due on the date indicated herein.

6.04 APPLICABLE TAXES

The prices set forth in the Investment Summary do not include any applicable local, state or federal sales, use, excise, personal property or other similar taxes or duties. The Customer is liable for determining and remitting such taxes and duties. Taxes based upon net income or any other tax normally paid by the Vendor shall be the sole responsibility of the Vendor. Vendor shall download the Licensed Programs to the Customer. Vendor shall obtain and maintain during the duration of this Agreement, a Redondo Beach City Business License as required by the Redondo Beach Municipal Code.

6.05 OTHER CHARGES

Out-of-pocket expenses incurred by the Vendor for related travel, supplies, and other reasonable and customary expenses shall be paid by Customer. Such expenses shall be incurred in accordance with Vendor's then-current Business Travel Policy. Vendor's current Business Travel Policy is attached hereto as Exhibit C. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non-per diem expenses be requested, an administrative fee will be incurred.

6.06 DISCOUNTS

Vendor shall identify applicable discounts and discount time periods from published list prices for future Licensed Programs or additional copies of purchased Licensed Programs. Should any discounts be announced that would normally apply to the Customer after the Vendor's proposal but before the Agreement is signed, the Customer reserves the right to take the lesser of the proposed prices or the discounted prices.

7.00 CUSTOMER RESPONSIBILITIES

7.01 CUSTOMER SUPPORT OF VENDOR

Customer shall provide the following resources for Vendor's use in fulfillment of the Agreement:

- A. One qualified Customer staff coordinator assigned to work with the Vendor's representative on the installation of the Licensed Programs, acceptance, training, conversion and maintenance. Customer representative shall have sufficient authority to make decisions for Customer consistent with Executive Steering Committee's direction. Customer understands that Vendor will rely upon a staff member having such authority.
- B. The availability of Customer's personnel upon reasonable request of Vendor to answer questions and advise Vendor on Customer's facilities, operations and requirements.
- C. Adequate office space at Customer's premises for Vendor personnel.
- D. The Vendor shall convert data from Customer's site as per Vendor's data schema specifications document.
- E. Upon completion of installation and training, and final acceptance, Customer shall be solely responsible for the operation and management of the Licensed Programs and Projects.
- F. In the event Customer uses the Licensed Programs on a UNIX platform, Client shall maintain for the duration of the Agreement an Internet (TELNET) connection. In the event Customer uses the Licensed Programs on a NT platform, Customer shall maintain a dialup connection through PC-Anywhere. Vendor, at its option, shall use the connection to assist with problem diagnosis and resolution.

8.00 WARRANTY OF PERFORMANCE

8.01 COMPLIANCE WITH STATE AND FEDERAL AUDIT REQUIREMENTS

As long as Customer maintains continuous Vendor support for the Modules included herein, Vendor shall ensure that all software Modules will comply with any and all then current State and Federal audit requirements, such that Customer will not be liable for program flaws which may violate any such requirements.

8.02 WARRANTY OF PERFORMANCE

As long as Customer maintains continuous Vendor support for the Modules included herein, the Vendor shall warrant for a period equal to the term of the Agreement, commencing with the effective date of the Agreement, that the **Licensed Programs** will perform in accordance with its specifications as set forth in the Licensed Materials, if

properly used in the operating environment specified in the Vendor's RFP response. The Vendor warrants that all Modules fully integrate with one another being supplied by Vendor and that the minimum hardware specifications set forth in Vendor's RFP response are complete and suitable for the Licensed Programs. The Vendor's warranty of performance shall be based on the specifications, terms and conditions contained in the Agreement including Exhibits.

Customer shall promptly provide to Vendor such computer time and services as Vendor may require to permit investigation and, if necessary, correction and verification of Error(s).

8.03 LIQUIDATED DAMAGES

Time is of the essence in the Agreement. It is the understanding of the parties hereto that damages from delay are difficult, if not impossible, to predict in data processing installations. As such, provided Customer fulfills its responsibilities set forth in the mutually agreed Statement of Work, the Vendor agrees to pay Customer **five hundred dollars (\$500.00) per working day** as reasonable charges for each working day that a Module is not available for use in live production by the specified dates in this Agreement. This amount shall apply to all go live due dates established in the final Agreement unless waived by the Customer at its sole option. The Project Schedule may be modified only by mutual agreement of the Customer and Vendor. In no event shall the total damages exceed the total cost of the license fee of the Module in delay.

Customer and Vendor are not responsible for failure to fulfill their obligation under the Agreement due to causes beyond their reasonable control without the fault or negligence of such party. In the event that failure to meet the established deadline(s) is outside the control of either party to the Agreement, the deadline(s) will be extended to mutually agreeable date(s) as soon as possible. Such dates shall be attached, as amendment(s), to the final Agreement. Customer and Vendor shall mutually and reasonably agree on which causes are out of a party's control.

8.04 CORRECTION OF ERRORS UNDER THE WARRANTY

At no charge to the Customer, the Vendor will promptly correct Errors in the Licensed Programs according to the terms of this Agreement so that the Licensed Programs will perform as described in the Functional Specifications.

8.05 ORAL REPRESENTATIONS

No Customer or Vendor employee has the authority to bind either party to any oral representation or warranty.

8.06 PROGRESS REPORTS

The Vendor will complete a progress report form that itemizes the activities accomplished to date, the activities planned and any problems which have occurred or are anticipated

from the point of contract signing until Final Acceptance. The form's adequacy will be subject to Customer approval, in its reasonable discretion. Progress reports will be prepared **weekly prior to Acceptance and bi-weekly thereafter** by the Vendor and either mailed or e-mailed to the Customer. Progress reports will be discontinued when the implementation is complete, in accordance with the mutually agreed Statement of Work.

8.07 NO DISABLING CODE

Vendor warrants that the Licensed Programs contain no disabling or corrupting code which would either prevent productive use of the Licensed Programs during the term of this Agreement or that would damage or destroy Customer's data.

9.00 LIABILITY AND DEFAULT

9.01 LIABILITY

Customer shall in no event be liable to the Vendor or other person claiming damages as a result of the Customer's use of the Licensed Programs and Materials in conformity of this Agreement, whether direct or indirect, special or general, consequential, or incidental or arising from loss of profits; provided that this provision shall not apply to any claim, demand, loss or action alleging that any Enhancements or Updates made by Vendor to the Licensed Programs and Materials infringe any third-party rights in the United States respecting copyright, trade secret, or patent.

9.02 BANKRUPTCY

The term "default" as used in this Agreement shall include the institution of proceedings by or against Vendor under federal or state bankruptcy laws and assignment or receivership for the benefit of creditors.

9.03 INSURANCE

Vendor, at its own cost and expense, shall purchase and maintain during the life of this Agreement a comprehensive liability policy that shall protect Vendor from claims for property damage and injuries to persons, including accidental death, in not less than the following amounts:

- General Liability including personal injury and property damage in the amount of \$1,000,000.
- Errors and Omissions in the amount of \$1,000,000.
- Automobile Liability, all automobiles, in the amount of \$1,000,000 for combined single limit.
- Workers' Compensation as required by the State of California.

Insurers require a current A.M Best rating of no less than A:VII and are authorized to transact insurance business in the State of California by the Department of Insurance.

In addition, Customer, its officers, elected and appointed officials, employees, and volunteers, shall be named as additional insured on such General Liability and Automobile Liability policies and shall be notified by the insurance carrier of any cancellation of coverage. Vendor further agrees during the life of this Agreement to maintain, at Vendor's expense, all necessary insurance for its employees, including, but not limited to, Workers' Compensation, disability, and unemployment insurance.

For any insurance claims under this Agreement caused by Vendor's sole negligence or sole willful misconduct, the Vendor's insurance coverage shall be primary insurance as respected the Customer, its officers, elected and appointed officials, employees and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, elected and appointed officials, employees, or volunteers, shall be excess of the Vendor's insurance.

Vendor shall furnish a certificate of insurance as well as amendatory endorsements countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. The countersigned certificate shall name the Customer as an additional insured as described herein. The certificate shall contain a statement of obligation on the part of the insurance carrier to notify Customer of any cancellation of the coverage at least thirty (30) days in advance of the effective date of any such cancellation. The certificate shall be furnished by Vendor to Customer prior to execution of this Agreement by Customer.

9.04 LIMITATION OF LIABILITY

In no event shall Vendor be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the Licensed Programs. Vendor's maximum 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 one and one half (1.5) times the total fees set forth in the Investment Summary. Such fees reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

10.00 GENERAL PROVISIONS

10.01 ASSIGNMENT

This Agreement may be assigned by Vendor to another person or organization that acquires all or substantially all of the assets of Vendor as long as all contractual provisions and responsibilities are assumed by the acquiring person or organization. Any other assignment by Vendor or any assignment by Customer shall be made only with the prior written consent of the other party which consent shall not be unreasonably withheld provided that in the event of such assignment the proposed assignee has agreed to be fully responsible for the assignor's obligations under this Agreement.

10.02 PERSONNEL CHANGES

To the extent that Vendor's removal and replacement of key personnel adversely affects Customer's project, as determined by Customer in its reasonable discretion, Vendor shall provide a cost-free transition period to familiarize new key personnel with Customer's project. Vendor shall not remove key personnel from Customer's project without Customer's prior written approval, not to be unreasonably withheld.

10.03 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of **California**.

10.04 INVOICE DISPUTE

In the event of products or services Customer believes do not conform to this Agreement, Customer shall provide written notice to Vendor within thirty (30) calendar days of receipt of the applicable invoice. Customer is allowed an additional fifteen (15) calendar days to provide written clarification and details. Vendor shall provide a written response to Customer that shall include either a justification of the invoice or an adjustment to the invoice. Vendor and Customer shall develop a plan to outline the reasonable steps to be taken by Vendor and Customer to resolve any issues presented in Customer's notice to Vendor. Customer may only withhold payment of the amount actually in dispute until Vendor completes its action items outlined in the plan. Notwithstanding the foregoing, if Vendor is unable to complete its actions outlined in the plan because Customer has not completed its action items outlined in the plan, Customer shall remit full payment of the invoice.

Any invoice not disputed as described above shall be deemed accepted by Customer.

10.05 MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation after first exhausting all efforts to resolve disputes between the Customer and Vendor, internally. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association or other agreed-upon service.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than sixty (60) days, unless the maximum time is extended by the parties.

10.06 ARBITRATION

After mediation above, and upon agreement of the parties, any dispute or claim arising out of or relating to this Agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The costs of arbitration shall be borne equally by the parties.

10.07 ENTIRE AGREEMENT(S)/AMENDMENTS

This Agreement(s) constitutes the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein.

This Agreement(s) may not be amended except by writing signed by authorized representatives of Customer and Vendor and approved by Customer's City Council.

If any of the provisions of the Agreement(s) are declared to be invalid, such provisions shall be severed from the Agreement(s) and the other provisions hereof shall remain in full force and effect.

10.08 CONSTRUCTION

A term or condition of the Agreement can be waived only by written consent of both parties.

Title and paragraph headings contained in the Agreement are for convenient reference and do not constitute part of the Agreement and shall not affect the interpretation of the Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties to the Agreement and their respective successors and assigns.

10.09 SERVICE OF NOTICE

Any notice required or permitted to be sent under the Agreement shall be delivered by hand or mailed by registered mail, return receipt requested, to the addresses of the parties first set forth below.

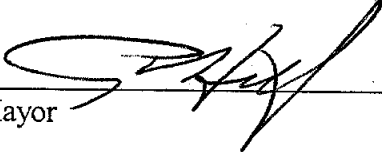
Vendor: MUNIS, Inc.
 370 U.S. Route One
 Falmouth, ME 04105

Customer: City of Redondo Beach
 City Manager
 415 Diamond Street
 Redondo Beach, CA 90277

SIGNATURES:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF REDONDO BEACH



Mayor

MUNIS, Inc.


By: 

Name: Richard E. Peterson, Jr.

Title: President

Date: November 29, 2004

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

ATTACHMENT II



QUOTATION

QUOTE #: 177424203

Customer #: 11556543

Quote Date: 10/1/04

Date: 10/1/04 3:07:33 PM

Customer Name: CITY OF REDONDO BEACH

TOTAL QUOTE AMOUNT:	\$124,125.40		
Product Subtotal:	\$114,430.07		
Tax:	\$9,106.33		
Shipping & Handling:	\$589.00		
Shipping Method:	Special	Total Number of System Groups:	6

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$20,831.90	GROUP TOTAL: \$20,831.90
Base Unit:			
Dell EMC DAE2-OS Disk Array Enclosure for use with CX700 SPE (221-4211)			
Ten 146GB 10K Fibre Channel-2 Hard Drive for CX/DAE2 Enclosures from EMC (341-0366)			
Five 146GB 10K Fibre Channel-2Hard Drive for CX/DAE2 Enclosures from EMC (341-0365)			
Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response Initial Year (950-5600)			
Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response 2YR Extended (950-5602)			
Premium Enterprise Support - Gold - Premium Services (950-5917)			
DAE Installation (950-6738)			

GROUP: 2	QUANTITY: 2	SYSTEM PRICE: \$945.79	GROUP TOTAL: \$1,891.58
Base Unit:			
Qlogic 2340 2GB Optical HBA with Windows 2000 Drivers attached (221-1287)			
5M Multi-Mode FC Cable LC-LC (310-1619)			
Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (950-1740)			
Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (950-1742)			
HBA Installation (950-6748)			
Navisphere Agent Installation (950-6758)			
Navisphere Power Path Installation (902-4367)			

GROUP: 3	QUANTITY: 1	SYSTEM PRICE: \$70,142.23	GROUP TOTAL: \$70,142.23
-----------------	--------------------	----------------------------------	---------------------------------

Base Unit:	Dell EMC CX700 Disk Processor Enclosure Array (221-4208)
	Navisphere Mgr Suite, Dell CX700 Workgroup (0-2 Hosts) with Mgr/Agent/Acc Logix (410-0377)
	Premium Enterprise Support - Gold - Advanced Software Support (970-6298)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response 2YR Extended (902-1832)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response Initial Year (902-2780)
	Premium Enterprise Support - Gold - Premium Services (970-6279)
	Navisphere Manager Installation (950-6759)
	DPE Installation (950-6737)

GROUP: 4	QUANTITY: 2	SYSTEM PRICE: \$781.35	GROUP TOTAL: \$1,562.70
Base Unit:	Qlogic 2340 2GB Optical HBA with Windows 2000 Drivers attached (221-1287)		
	5M Multi-Mode FC Cable LC-LC (310-1619)		
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (950-1740)		
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (950-1742)		
	HBA Installation (950-6748)		

GROUP: 5	QUANTITY: 2	SYSTEM PRICE: \$3,602.59	GROUP TOTAL: \$7,205.18
Base Unit:	8-Port Fibre Channel-2 Switch with 8 Short-Wave ports (221-0554)		
	10M Multi-Mode FC Cable LC-LC (310-1620)		
	Rapid Rails for 8/16 Port FC-2 Brocade Switches to be installed in a Dell Rack (310-1949)		
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (950-1720)		
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (950-1722)		
	Premium Enterprise Support - Gold - Premium Services (950-5927)		
	Premium Enterprise Support - Gold - Advanced Software Support (950-5987)		
	8-Port Switch Installation (950-6739)		

GROUP: 6	QUANTITY: 1	SYSTEM PRICE: \$10,240.90	GROUP TOTAL: \$10,240.90
Base Unit:	PowerVault 132T, 4U, 1 drive, LTO-2, 200/400GB, Rem Mgmt Card, Fiber Controller, Rack (221-5002)		
	10M Multi-Mode FC Cable LC-LC (310-1620)		
	Rapid Rails for Dell Rack, PV132T, 4U (310-2782)		

	Premier Enterprise Support - Gold - Advanced Software Support Quantity 3 Resolutions (950-0117)
	Premier Enterprise Support - Gold - Premium Services, 2YR Extended (950-0119)
	Premier Enterprise Support - Gold - Premium Services, Initial Year (950-0148)
	Premier Enterprise Support Service Gold Welcome Letter (310-3785)
	Premier Enterprise On Demand Engineer Dispatch Severity 1 Three Years (970-0237)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (902-6270)
	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2 Year Extended (902-5072)
	Installation, PowerVault, Low, SAN Environment (950-7727)

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
HBA Utility CD,WIN Attach Customer Install (420-0903)	2	\$22.22	\$44.44
Power Path ENT Windows Departmental Customer Kit (420-0961)	2	\$1,233.35	\$2,466.70
HBA Utility CD,WIN Attach Customer Install (420-0903)	2	\$22.22	\$44.44
Number of S & A Items: 3		S&A Total Amount: \$2,555.58	

SALES REP:	Rodney Cox	PHONE:	8009813355
Email Address:	rodney_cox@dell.com	Phone Ext:	68374

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019. ****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as July 1, 2004. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

DELL**QUOTATION**

QUOTE #: 185832412

Customer #: 11556543

Contract #: N1024

Customer Agreement #: 15-39100-102

Quote Date: 11/18/04

Date: 11/18/04 4:23:23 PM

Customer Name: CITY OF REDONDO BEACH

TOTAL QUOTE AMOUNT:	\$24,014.05		
Product Subtotal:	\$22,183.87		
Tax:	\$1,830.18		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
DPSTRN IDESS Seminar 2 Day Training@offsite (970-1947)	3	\$1,631.65	\$4,894.95
EMC VisualSAN Network Manager Customer Install (420-3994)	1	\$3,600.00	\$3,600.00
DPSEDT Visual San Imp (960-7207)	1	\$700.00	\$700.00
Tape Media for LTO-2, 200/400GB, 75 Pack, Customer Install (340-8707)	1	\$3,797.21	\$3,797.21
SQL Svr 2000 CAL English Per Device (A0073443)	50	\$95.00	\$4,750.00
SQL Svr 2000 Enterprise Edtn English (28938SEL)	1	\$4,159.86	\$4,159.86
WIN SRV CAL 2003 ENG DEVICE CAL (A0103019)	15	\$18.79	\$281.85

Number of S & A Items: 7

S&A Total Amount: \$22,183.87

SALES REP:	Michael R Evans	PHONE:	877-671-3355
Email Address:	michael_r_evans@dell.com	Phone Ext:	

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019. ****

All product and pricing information is based on latest information available. Subject to change without

notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as July 1, 2004. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

DELL**QUOTATION**

QUOTE #: 177031536

Customer #: 11556543

Contract #: N1022

Customer Agreement #: 92-00151

Quote Date: 9/29/04

Date: 9/29/04 4:33:10 PM

Customer Name: CITY OF REDONDO BEACH

TOTAL QUOTE AMOUNT:	\$6,788.40		
Product Subtotal:	\$6,271.10		
Tax:	\$517.30		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$6,271.10	GROUP TOTAL: \$6,271.10
Base Unit:	3.0GHz/1MB Cache, Xeon, 800MHz Front Side Bus for PowerEdge 2850 (221-5963)		
Processor:	3.0GHz/1MB Cache, Xeon, 800MHz Front Side Bus 2nd processor for PowerEdge 2850 (311-3942)		
Memory:	4GB DDR2 400MHz (4X1GB) Single Ranked DIMMs (311-3594)		
Keyboard:	Standard Windows Keyboard, Gray (310-1676)		
Monitor:	No Monitor Option (320-0058)		
Video Memory:	Riser, ROMB, PCI-X, PE2850 (320-3977)		
Hard Drive:	73GB, U320, SCSI, 1IN 10K, PE2850 (341-1305)		
Hard Drive Controller:	Embedded RAID - PERC4 Embedded Integrated (341-1506)		
Floppy Disk Drive:	1.44MB Floppy Drive (341-1308)		
Operating System:	W2K3 Server Standard Edition, 5 Client Access Licenses, English for PowerEdge (420-4042)		
Mouse:	Mouse Option None (310-0024)		
NIC:	Dual On-Board NICS ONLY (430-8991)		
CD-ROM or DVD-ROM Drive:	24X IDE CD-ROM (313-2700)		
Sound Card:	Bezel for PE2850 (313-2693)		
Speakers:	1x6 Hard Drive Backplane PE2850 (311-4282)		
Documentation Diskette:	Electronic Documentation and OpenManage CD Kit, PE2850 (310-5474)		
Additional Storage Products:	73GB, U320, SCSI, 1IN 10K, PE2850 (341-1305)		
Feature	MR5, ROMB RAID 5, Drives attached to PERC4ei, PE2850 (341-1356)		
Feature	Rapid Rails for Dell Rack PE2850 (310-5462)		
Service:	Premier Enterprise Support - Gold - Advanced Software Support Quantity 3 Resolutions (950-0117)		
Service:	Premier Enterprise Support Service Gold Welcome Letter (310-3785)		
Service:	Premier Enterprise On Demand Engineer Dispatch Severity 1 Three Years (970-0237)		
Service:	Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Initial Year (902-4600)		
Service:	Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Two Years (902-3262)		
Service:	Premier Enterprise Support - Gold - Premium Services, 3 Years (902-7352)		
Installation:	On-Site Installation Declined (900-9997)		
Misc:	Redundant Power Supply With Straight Cords, No Y-Cord PE2850 (310-5463)		
Misc:	73GB, U320, SCSI, 1IN 10K, PE2850 (341-1305)		

C04-123

SALES REP:	Rodney Cox	PHONE:	8009813355
Email Address:	rodney_cox@dell.com	Phone Ext:	68374

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019. ****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as July 1, 2004. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

DELL**QUOTATION**

QUOTE #: 178977599

Customer #: 11556543

Contract #: N1022

Customer Agreement #: 92-00151

Quote Date: 10/11/04

Date: 10/11/04 1:44:23 PM

Customer Name: CITY OF REDONDO BEACH

TOTAL QUOTE AMOUNT:	\$26,811.56		
Product Subtotal:	\$24,768.19		
Tax:	\$2,043.37		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
CommVault Galaxy Master Server Royalty - 3 Years Customer Install (420-4381)	1	\$997.89	\$997.89
CommVault Galaxy Master Server License Key, Customer Install (420-4380)	1	\$1.48	\$1.48
CommVault Galaxy CDs, Customer Install (420-4379)	1	\$34.30	\$34.30
CommVault Galaxy Media Server Royalty - 3 Years, Customer Install (420-4383)	2	\$2,238.88	\$4,477.76
CommVault Galaxy Media Server License Key, Customer Install (420-4382)	2	\$2.07	\$4.14
CommVault Galaxy Client Pack Royalty - 3 Years, Customer Install (420-4398)	24	\$334.88	\$8,037.12
CommVault Galaxy Client Pack License Key, Customer Install (420-4397)	24	\$1.48	\$35.52
CommVault Galaxy PESS Gold Support 3 Years (980-2999)	1	\$454.30	\$454.30
Install base CTE plus iDataAgents on up to a maximum of 10 servers (A0244819)	1	\$5,500.00	\$5,500.00
ML-5 Day Galaxy Hands On Training at a CommVault Education Facility (A0084570)	2	\$2,612.84	\$5,225.68
Number of S & A Items: 10		S&A Total Amount: \$24,768.19	

SALES REP:	Rodney Cox	PHONE:	8009813355
Email Address:	rodney_cox@dell.com	Phone Ext:	68374

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to**

***Dell Tax Department at 512-283-9276, referencing your customer number.
If you have any questions regarding tax please call 800-433-9019. *****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

**LCD panels in Dell products contain mercury, please dispose properly.
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.**

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as July 1, 2004. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

DELL**QUOTATION**

QUOTE #: 185814065

Customer #: 11556543

Contract #: N1022

Customer Agreement #: 92-00151

Quote Date: 11/18/04

Date: 11/18/04 4:23:22 PM

Customer Name: CITY OF REDONDO BEACH

TOTAL QUOTE AMOUNT:	\$9,950.66		
Product Subtotal:	\$9,192.28		
Tax:	\$758.38		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$9,192.28	GROUP TOTAL: \$9,192.28
Base Unit:	3.0GHz/1MB Cache, Xeon, 800MHz Front Side Bus for PowerEdge 2850 (221-5963)		
Processor:	3.0GHz/1MB Cache, Xeon, 800MHz Front Side Bus 2nd processor for PowerEdge 2850 (311-3942)		
Memory:	8GB DDR2 400MHz (4X2GB), Dual Ranked DIMMs (311-3605)		
Keyboard:	No Keyboard Option (310-3281)		
Monitor:	No Monitor Option (320-0058)		
Video Memory:	Riser, ROMB, PCI-X, PE2850 (320-3977)		
Hard Drive:	2X36GB, U320, SCSI, 1IN 15K PE2850 (341-1555)		
Hard Drive Controller:	Embedded RAID - PERC4 Embedded Integrated (341-1506)		
Floppy Disk Drive:	1.44MB Floppy Drive (341-1308)		
Operating System:	W2K3 Server Enterprise Edition 32-bit (420-2966)		
Mouse:	Mouse Option None (310-0024)		
NIC:	Dual On-Board NICS ONLY (430-8991)		
TBU:	PV100T DAT72 w/onboard SCSI for PE2850 (341-1371)		
CD-ROM or DVD-ROM Drive:	24X IDE CD-RW/DVD ROM Drive for PowerEdge Servers All OS (313-2692)		
Sound Card:	Bezel for PE2850 (313-2693)		
Speakers:	1x6 Hard Drive Backplane PE2850 (311-4282)		
Processor Cable:	16GB OS Partition Override for Microsoft OS Options, Power (420-4076)		
Documentation Diskette:	Electronic Documentation and OpenManage CD Kit, PE2850 (310-5474)		
Feature	MR1, ROMB RAID 1, Drives attached to PERC4ei, PE2850 (341-1354)		
Feature	Rapid Rails for Dell Rack PE2850 (310-5462)		
Service:	Premier Enterprise Support - Gold - Advanced Software Support Quantity 3 Resolutions (950-0117)		
Service:	Premier Enterprise Support Service Gold Welcome Letter (310-3785)		
Service:	Premier Enterprise On Demand Engineer Dispatch Severity 1 Three Years (970-0237)		
Service:	Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Initial Year (902-4600)		
Service:	Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Two Years (902-3262)		
Service:	Premier Enterprise Support - Gold - Premium Services, 3 Years (902-7352)		
Installation:	On-Site Installation Declined (900-9997)		
Misc:	Redundant Power Supply With Straight Cords, No Y-Cord PE2850 (310-5463)		

SALES REP:	Michael R Evans	PHONE:	877-671-3355
Email Address:	michael_r_evans@dell.com	Phone Ext:	

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, is subject to the applicable Dell terms and conditions agreement.

Prices and tax rates are valid in the U.S. only and are subject to change.

****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019. ****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as July 1, 2004. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

ATTACHMENT III



Department of General Services
Office of Procurement
707 Third Street, 2nd Floor
West Sacramento, CA 95605

**STATE OF CALIFORNIA
WESTERN STATES CONTRACTING
ALLIANCE (WSCA)
MASTER PRICE AGREEMENT
Supplement #10, Effective August 18, 2004**

CONTRACT NO.:	92-00151
CONTRACTOR:	DELL MARKETING L.P.
PRODUCTS:	COMPUTING SYSTEM PRODUCTS & SERVICES
CONTRACT TERM:	JULY 13, 2001 – DECEMBER 31, 2004
DISTRIBUTION LIST:	POSTED ELECTRONICALLY ON DGS/PD/WSCA INTERNET WEB PAGE

Department of General Services, Procurement Division
Contract Administrator:
Theresa LeClaire
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Phone: 916/375-4383
Fax: 916/375-4663
E-mail: theresa.leclaire@dgs.ca.gov

Carol Umfleet, Multiple Award Program Manager

WESTERN STATES CONTRACTING ALLIANCE (WSCA)
USER GUIDE
**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
MASTER PRICE AGREEMENT**

I. INTRODUCTION

1. INTRODUCTION

The Western States Contracting Alliance (WSCA) Master Price Agreement is a result of a competitive bid. The purpose of it is to provide a purchasing vehicle for State and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 12110. It gives these agencies an opportunity to acquire computing system products and services quickly and easily.

While the State of California makes this WSCA Master Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this WSCA Master Price Agreement is consistent with its procurement policies and regulations.

A copy of the actual WSCA Master Price Agreement is available on the Internet at: <http://www.state.nm.us/spd/wsca92151.html>. As well, the state of California Participating Addendum and the California General Provisions are available at <http://www.state.nm.us/spd/wscaCA.html>.

2. STATE OF CALIFORNIA, PROCUREMENT DIVISION, CONTACT

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605

Theresa LeClaire
Phone: 916/375-4383
Fax: 916/375-4663
E-mail: theresa.leclaire@dgs.ca.gov

3. DELL CONTACT

Dell
One Dell Way
Round Rock, Texas 78682
<http://www.dell.com/wsca>

Chuck Boorman
Chuck_Boorman@dell.com
(800) 274-7799 Ext.32983

4. AGREEMENT TERM

The agreement is effective through December 31, 2004.

II. ORDERING INFORMATION

A. PROCUREMENT GUIDELINES/RULES/APPROVALS/CERTIFICATION

1. GUIDELINES/RULES

- a. Ordering agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes.
- b. All state agencies must comply with all the applicable instructions and attachments of Management Memo 03-10 *and all revisions* when ordering through this Agreement. This includes the requirement that the state agencies must submit a Notice of Contract Award to the DGS within five days of the award for orders over \$250,000.
- c. This Agreement does not waive the Department of Finance (DOF) approval requirements in accordance with the policies and procedures, as defined in Volumes I and II of the State Information Management Manual (SIMM).

2. CERTIFICATION

A signed certification of compliance with state information technology policies is required for all information technology procurements that cost \$10,000 or more and are in support of a development effort. Development is defined in SAM Section 4819.2 as "Activities or costs associated with the analysis, design, programming, staff training, data conversion, acquisition and implementation of new information technology activities." Procurements of hardware, software and services (including interagency agreements) are included in this requirement.

A certification is not required for:

1. Procurements for less than \$10,000;
2. Procurements limited only to maintenance services;
3. Procurements in support of previously approved efforts. See SAM Section 4819.40;
4. Procurement of services to conduct a feasibility study, provided the services are limited to supporting or conducting the feasibility study and/or preparing the feasibility study report (SAM Sections 4927 and 4928); or
5. Procurements of/for excluded activities as described in SAM Section 4819.32.

WESTERN STATES CONTRACTING ALLIANCE (WSCA)
USER GUIDE

3. ORDER LIMITATIONS

Effective immediately, all orders are subject to Management Memo 03-10, *including all revisions*, where applicable. For all orders under this contract, the ordering agency is not required to obtain three quotes. Approval by the Department Director or immediate next ranking official is required for orders over \$250,000. For orders exceeding \$500,000, the ordering agency must notify the DGS prior to issuance of the purchase order.

4. DOLLAR THRESHHOLDS

For orders over \$500,000, the department must provide a memo to the DGS prior to the issuance of the purchase order. The DGS will review this information to validate that the department obtained best value for the state. The department documentation should include the following information:

- Identify the need for the goods and/or services and the dollar value of the impending purchase order.
- Explain how the department has determined that issuance of a purchase order to this particular contractor makes good business sense and how best value for the department has been achieved.

The DGS will review the submitted documentation. Upon agreement with the content, the DGS will issue a letter concurring with the department's recommendation, thereby allowing issuance of the purchase order by the department.

5. PRICING

All prices shall be F.O.B. destination. Pricing conforms to guaranteed price discount levels; contractor may change the price of any product or service at any time based upon list price changes.

Dell maintains their pricing on the Internet at <http://www.premier.dell.com/premier/welcome.asp> From here click on "Purchasing Tools" on the left and then click on "California DGS WSCA". Dell's Equipment and Services Schedule (ESS), which refers to a complete list, grouped by major product categories of the equipment, software, services, media and documentation available for purchase by procuring agencies and containing an item number, item description and the maximum price for each product or service, may be viewed by individually clicking on it.

Agencies should contact the contractor, or authorized reseller, to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information.

WESTERN STATES CONTRACTING ALLIANCE (WSCA)
USER GUIDE

6. SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

7. EXECUTING THE ORDER

The ordering agency defines the project scope to determine which goods and related services are needed, and checks the electronic catalog. Then the ordering agency completes a Form 65 (Contract/Delegation Purchase Order), including all pertinent information for each individual order issued against the Agreement, and sends the Form 65 to the selected Contractor. NOTE: CAL-Card (procurement card; i.e. visa) orders are also accepted.

As a hard copy catalog is not available, you must print a copy of the Contract Terms and Conditions, a copy of the User Guide, and a copy of the e-quote

WESTERN STATES CONTRACTING ALLIANCE (WSCA)
USER GUIDE

from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

8. ON-LINE ORDERING

If your agency allows, you may order on-line by following the instructions on the Dell website. State agencies must still provide a copy of the ordering document to the address in paragraph 9 below. If using a CAL-Card, a copy of the on-line order acknowledgement must be sent in place of the ordering document. **THE AGENCY BILLING CODE MUST BE INCLUDED ON EITHER DOCUMENT.**

9. DISTRIBUTION

For state agencies, copies of the STD. 65 with original signatures, or if using the CAL-Card, copies of the order acknowledgement, must be sent to the Contractor, State Controller and Department of General Services, Procurement Division.

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Attn: Contract Negotiations

State Controller's Office
Audit Unit
3301 C Street, Room 404
Sacramento, CA 95814

For local agencies, copies of purchase orders are not required.

10. TERMINATION

Any State or Local agency may terminate any order against this agreement upon 30 days notice provided the products or services have not already been accepted. This does not affect the termination clause of the WSCA Master Price Agreement concerning failure to perform or upon mutual consent.

11. DGS ADMINISTRATIVE FEE

There is no charge by the Department of General Services for the use of this contract.

12. LOCAL GOVERNMENT AGENCY REQUIREMENTS

- a. Local government agencies may make payments according to their statutory requirements.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
USER GUIDE**

- b. While the State of California makes this Agreement available to local government agencies, each local government agency should make its own determination whether using these contracts is consistent with its procurement policies and regulations.
- c. Local government agencies may, in lieu of the State's Purchase Order Forms (Std. 65), use their own purchase order document as long as it provides the same information that is required on the Std. 65, as well as their own procurement card.

TO: Mayor and City Council
FROM: John Baker, Interim City Manager
SUBJECT: **FINANCIAL MANAGEMENT/HUMAN RESOURCES SYSTEM VENDOR
RECOMMENDATION**

RECOMMENDATION:

That the Mayor and City Council receive and file the recommendation of MUNIS as the City's vendor for the Financial Management/Human Resources System (FMHRS) at an approximate cost of \$900,000 for software, professional services and first-year maintenance. The final cost will not be known until contract negotiations have ended. Please note that this amount excludes other costs of the project related to staff backfill, project management (submitted on September 7 under separate cover), computer hardware and the possible use of external work space.

EXECUTIVE SUMMARY:

In October 2002, following Council approval of its consulting contract, the Government Finance Officers Association (GFOA) began assessing the City's need for a new FMHRS. Concluding that there was no question that the City needed a new FMHRS, staff recommended, and Council agreed, that the City and GFOA should work together to develop a Request for Proposals (RFP) and study the risks of implementing such a system. If it was found that the benefits of implementing a new financial management system far outweighed the risks, staff was to move forward with vendor selection. The study concluded that the risks associated with doing nothing were far greater than the purchase and implementation of a new financial management system. Therefore, the decision to proceed with vendor selection was an easy one.

The vendor selection phase of the process began in May 2004 and recently concluded on August 23. Throughout these months, responses to the Request for Proposals were analyzed, demonstrations by the vendors were given, site visits were made, and numerous clarifications were requested by GFOA and the City's Proposal Evaluation Team ("Team"). A "short list" was created and, we believe, the best choice of vendor was made – MUNIS. Now, all that remains prior to implementation is contract finalization.

BACKGROUND:

On May 6, the selection process for an FMHRS vendor began. On this date, the Team, which included representatives from almost every department, held a conference call with GFOA representatives to discuss qualifications of eleven vendors who responded the City's RFP regarding the FMHRS. Of the eleven, it was unanimously agreed that Eden, MUNIS and New World best matched the City's functional and business requirements.

From May 24 through June 3, the three vendors that were elevated to continue in the system selection process performed demonstrations for City staff. Upon completion of the demonstrations, two of the vendors were elevated to the next step. After consideration of feedback from end users and the Team, it was agreed that Eden and MUNIS warranted elevation to semi-finalist positions.

On June 23 and 24, each of the semi-finalist vendors was allowed one day to further demonstrate and discuss its product. Specific functionality of the system was tested during the morning and preliminary contract negotiations were conducted in the afternoon. From these negotiations, GFOA and the Team prepared a Request for Clarification letter. Each vendor was asked to provide a written response to many issues that the Team felt were still outstanding. Although several concerns were resolved by the vendors' responses to the initial clarification request, a second letter of clarification was required. Each vendor also had the opportunity to discuss this letter with the Team and GFOA via a conference call.

The decision was a difficult one and the Team struggled. There were pros and cons attributable to both vendors, and, in the final analysis, both vendors were excellent. The question was: Which system would provide the most value for the dollars invested and be the best fit for the size of Redondo Beach and the capabilities of the system users? MUNIS was the answer.

COORDINATION:

The Financial Services Department coordinated the efforts of all departments and GFOA to select the City's FMHRS vendor.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2004

PRODUCER (214) 522-4880 FAX (214) 520-3856
Ragland Strother & Lafitte
 3838 Oak Lawn Ave. Ste. 500
 Dallas, TX 75219-4506
 Sandy Trent

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED **MUNIS, Inc.**
 370-US Rt. 1
 Falmouth Me 04105

INSURER A: **Federal Insurance Co.**
 INSURER B: **Nat'l Union Fire of Pittsburgh**
 INSURER C: **Gulf Underwriters Ins Co**
 INSURER D: **Great American**
 INSURER E: **Texas Pacific Indemnity Co.**

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	35346019DAL	03/01/2004	03/01/2005	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	AGGREGATE LIMIT PER LOC.			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/>	AGGREGATE LIMIT PER PROJ.			MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>	POLICY				GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>	PRO-JECT				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/>	LOC					
A		AUTOMOBILE LIABILITY	BAP(05)73263607	03/01/2004	03/01/2005	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/>	ANY AUTO	BAP(05)73263606 (CO. E)	03/01/2004	03/01/2005	BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS	\$1 MIL CSL			BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY	BE3205257	03/01/2004	03/01/2005	EACH OCCURRENCE	\$ 25,000,000
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/>	CLAIMS MADE			AGGREGATE	\$ 25,000,000
		DEDUCTIBLE	GA1327445 (CO. C)	03/01/2004	03/01/2005		\$ 15,000,000
		RETENTION \$	EXC5165382 (CO. D)	03/01/2004	03/01/2005		\$ 10,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SEPARATE CERTIFICATE TO FOLLOW	03/01/2004	03/01/2005	WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
		OTHER	AMERICAN INTERN'L	06/29/2004	06/29/2005	E.L. DISEASE - EA EMPLOYEE	\$
		Professional Liability	ILLINOIS UNION INS. CO.	06/29/2004	06/29/2005	E.L. DISEASE - POLICY LIMIT	\$
			GULF UNDERWRITERS	06/29/2004	06/29/2005		\$10,000,000
							\$7,500,000 Excess of \$10 mil
							\$7,500,000 Excess

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is Additional Insured as respects to General Liability & Auto Liability ATIMA

CERTIFICATE HOLDER

City of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

W. Scott Ragland/SLT

W Scott Ragland

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

Munis, Inc.
Tyler Technologies, Inc.
307 US Route 1
Falmouth, ME 04105



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type		Expiration Date(s)	Policy Number(s)	Limits of Liability	
<input type="checkbox"/>	Continuous*			03/01/2005	WC1-191-425735-014
<input type="checkbox"/>	Extended	Bodily Injury By Accident \$ 1,000,000 Each Accident			
<input checked="" type="checkbox"/>	Policy Term	Bodily Injury By Disease \$ 1,000,000 Policy Limit			
		Bodily Injury By Disease \$ 1,000,000 Each Person			
Workers Compensation				General Aggregate-Other than Prod/Completed Operations	
General Liability				Products/Completed Operations Aggregate	
<input type="checkbox"/>	Claims Made			Bodily Injury and Property Damage Liability	Per Occurrence
<input type="checkbox"/>	Occurrence			Personal and Advertising Injury	Per Person / Organization
Retro Date				Other Liability	Other Liability
Automobile Liability				Each Accident - Single Limit - B. I. and P. D. Combined	
<input type="checkbox"/>	Owned			Each Person	
<input type="checkbox"/>	Non-Owned			Each Accident or Occurrence	
<input type="checkbox"/>	Hired			Each Accident or Occurrence	

C
O
M
M
E
N
T
S

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office : IRVING, TX Phone: 972-550-7899

Certificate Holder:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Jaime Davis

JAIME DAVIS

Authorized Representative

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

Munis, Inc.
 Tyler Technologies, Inc.
 307 US Route 1
 Falmouth, ME 04105



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type		Expiration Date(s)	Policy Number(s)	Limits of Liability	
<input type="checkbox"/>	Continuous*	03/01/2005	WC1-191-425735-014	Coverage afforded under WC law of the following states: AL, AZ, CA, CO, CT, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, NE, NH, NJ, NM, NY, NC, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, WA, WV, WI, WY	Employers Liability
<input type="checkbox"/>	Extended				Bodily Injury By Accident
<input checked="" type="checkbox"/>	Policy Term				\$ 1,000,000 Each Accident
Workers Compensation					Bodily Injury By Disease
					\$ 1,000,000 Policy Limit
					Bodily Injury By Disease
					\$ 1,000,000 Each Person
General Liability				General Aggregate-Other than Prod/Completed Operations	
<input type="checkbox"/>	Claims Made			Products/Completed Operations Aggregate	
<input type="checkbox"/>	Occurrence			Bodily Injury and Property Damage Liability	Per Occurrence
Retro Date				Personal and Advertising Injury	Per Person / Organization
				Other Liability	Other Liability
Automobile Liability				Each Accident - Single Limit - B. I. and P. D. Combined	
<input type="checkbox"/>	Owned			Each Person	
<input type="checkbox"/>	Non-Owned			Each Accident or Occurrence	
<input type="checkbox"/>	Hired			Each Accident or Occurrence	

COMMENTS

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below) . Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office : IRVING, TX Phone: 972-550-7899

Certificate Holder:
 City of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277

Jaime Davis
JAIME DAVIS
 Authorized Representative

Policy Number
(04)7326-36-06

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 007

Named Insured TYLER TECHNOLOGIES, INC.

Effective Date: 10-20-2004
12:01 A.M., Standard Time

Agent Name RAGLAND STROTHER & LAFITTE

Agent No. 19988-000

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by below.

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
- COMMERCIAL AUTOMOBILE
-

NO CHARGE

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Covered Property/Located Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Exposure |

is (are) changed to read {See Additional Page(s)}

THE POLICY IS AMENDED AS FOLLOWS:
AMENDING ADDITIONAL INSURED

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

<input checked="" type="checkbox"/> No Changes	<input type="checkbox"/> To be Adjusted at Audit	Additional NO CHARGE	Return NO CHARGE
--	--	----------------------	------------------

Tax and Surcharge Changes

Additional

Return


 AUTHORIZED AGENT

Endorsement

Date issued JULY 13, 2004

Policy No. (05) 7326-36-07 DAL

Insured TYLER TECHNOLOGIES, INC.

Effective Date MARCH 01, 2004

Name of Company FEDERAL INSURANCE COMPANY

Producer RAGLAND STROTHER & LAFITTE

For no change in premium, it is hereby agreed that the following Additional Insured as added:

EXAMPLE AUTO
RE END

All Other Terms and Conditions Remain Unchanged.

Robert Hamburger
Authorized Representative

From: Diana Moreno
To: Jill Buchholz
Date: 11/9/2004 8:33:10
Subject: Re: MUNIS Insurance

Jill —

TX Jill — just to update you —

1. The WC is now reflected in section 9.03 of the updated contract.
2. John okayed the language MUNIS suggested for the primary insurance stuff, so that's been finalized in the contract as well.
3. I have emailed Stacy regarding the general liability endorsement.

Diana

>>> Jill Buchholz 11/9/2004 8:29:24 AM >>>
Hi Diana- Here's where we are now.

1. The Workers Compensation coverage and certificate is acceptable. However, the contract (section 9.03) was not showing workers compensation coverage. I haven't seen an updated contract so I don't know if it was added.
2. We still need an endorsement for the general liability. Again, a certificate is not a binding document as stated on the certificate in the right hand corner. The endorsement needs to name **The City of Redondo Beach its officers, elected and appointed officials, employees and volunteers** as additional insured.
3. I'm not sure if we are accepting the primary wording as they suggested. This was the issue: The primary coverage is only applying if MUNIS is solely negligent or its an issue of willful misconduct. The City wants MUNIS' insurance to be primary regardless of whether or not MUNIS is negligent. We don't want to get into the issue of proving negligence.

Under section 9.03 of the contract we would prefer:

For any claims, the Vendor's insurance coverage shall be primary insurance as respected the Customer, its officers, elected and appointed officials, employees and volunteers. Any insurance or self-insurance maintained by the Customer its officers, elected and appointed officials, employees and volunteers shall be excess of the Vendor's insurance.

Again I don't know where we are on this issue. Let me know if I can be of further assistance.

CC: John Baker

FISCAL IMPACT:

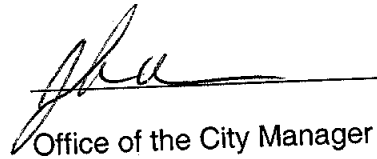
The final contract price of the MUNIS related software, professional services and first-year maintenance should approximate \$900,000. It is anticipated that the contract for the MUNIS system will be presented to the Mayor and City Council in early October of this year. In addition to the MUNIS system, other costs of the project related to staff backfill, project management, computer hardware and the possible use of external work space either will be known or estimated and presented, in total, at the same time. All costs will be within the reserve Council has provided for this significant enhancement to the City's electronic information capabilities.

Submitted by:



Diana Moreno
Financial Services Director

Approved for Forwarding:


Office of the City Manager

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

Munis, Inc.
Tyler Technologies, Inc.
307 US Route 1
Falmouth, ME 04105



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Expiration Date(s)	Policy Number(s)	Limits of Liability	
			Coverage afforded under WC law of the following states:	Employers Liability
<input type="checkbox"/> Continuous*	03/01/2006	WC2-191-425735-015	AL, AZ, CA, CO, CT, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, NC, NE, NH, NJ, NM, NY, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, WA, WI, WV, WY	Bodily Injury By Accident
<input type="checkbox"/> Extended				\$ 1,000,000 Each Accident
<input checked="" type="checkbox"/> Policy Term				Bodily Injury By Disease
				\$ 1,000,000 Policy Limit
				Bodily Injury By Disease
				\$ 1,000,000 Each Person
Workers Compensation			General Aggregate-Other than Prod/Completed Operations	
			Products/Completed Operations Aggregate	
General Liability			Bodily Injury and Property Damage Liability	Per Occurrence
<input type="checkbox"/> Claims Made			Personal and Advertising Injury	Per Person / Organization
<input type="checkbox"/> Occurrence				
Retro Date			Other Liability	Other Liability
			Each Accident - Single Limit - B. I. and P. D. Combined	
Automobile Liability			Each Person	
<input type="checkbox"/> Owned			Each Accident or Occurrence	
<input type="checkbox"/> Non-Owned			Each Accident or Occurrence	
<input type="checkbox"/> Hired				

C
O
M
M
E
N
T
S

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below) . Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office : IRVING, TX Phone: 972-550-7899

Certificate Holder:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Jaime Davis

JAIME DAVIS

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Redondo Beach
415 Diamond Street Ste C
Redondo Beach, CA 90277

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2005

PRODUCER (214)522-4880 FAX (214)520-3856
Ragland Strother & Lafitte
 3838 Oak Lawn Ave. Ste. 500
 Dallas, TX 75219-4506
 Sandy Trent

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Tyler Technologies, Inc.**
Munis Division
 370-US Rt. 1
 Falmouth ME 04105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Co.	
INSURER B: American Home Assurance Co.	
INSURER C: American Guarantee & Liability Ins. Co.	
INSURER D:	
INSURER E: Texas Pacific Indemnity Co.	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	35346019DAL	03/01/2005	03/01/2006	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	BAP(0673263607	03/01/2005	03/01/2006	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		<input checked="" type="checkbox"/> ANY AUTO	BAP(05)73263606 (CO. E)	03/01/2005	03/01/2006		
		<input type="checkbox"/> ALL OWNED AUTOS	\$1 MIL CSL				
		<input checked="" type="checkbox"/> SCHEDULED AUTOS					
		<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY	BE2910845	03/01/2005	03/01/2006	EACH OCCURRENCE	\$ 25,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	AEC534455600 (CO. C)	03/01/2005	03/01/2006	AGGREGATE	\$ 25,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$ 25,000,000
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SEPARATE CERTIFICATE TO FOLLOW			WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER Professional Liability	AMERICAN INTERN'L ILLINOIS UNION INS. CO.	06/29/2004	06/29/2005	\$10,000,000	
			GULF UNDERWRITERS	06/29/2004	06/29/2005	\$7,500,000 Excess of \$10 mil	
						\$7,500,000 Excess	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is Additional Insured as respects to General Liability & Auto Liability ATIMA

CERTIFICATE HOLDER	CANCELLATION
<p>City of Redondo Beach, It's officers, elected and appointed officials, employees and volunteers 415 Diamond Street Redondo Beach, CA 90277</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE W. Scott Ragland/SLT <i>W Scott Ragland</i></p>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

Tyler Technologies, Inc.
Munis, Inc. Division
307 US Route 1
Falmouth, ME 04105



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type		Expiration Date(s)	Policy Number(s)	Limits of Liability							
<input type="checkbox"/>	Continuous*			03/01/2006	WC2-191-425735-015	Coverage afforded under WC law of the following states: AL, AZ, CA, CO, CT, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, NC, NE, NH, NJ, NM, NY, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, WA, WI, WV, WY	Employers Liability Bodily Injury By Accident \$ 1,000,000 Each Accident Bodily Injury By Disease \$ 1,000,000 Policy Limit Bodily Injury By Disease \$ 1,000,000 Each Person				
<input checked="" type="checkbox"/>	Extended Policy Term	Workers Compensation	General Aggregate-Other than Prod/Completed Operations Products/Completed Operations Aggregate <table border="1"> <tr> <td>Bodily Injury and Property Damage Liability</td> <td>Per Occurrence</td> </tr> <tr> <td>Personal and Advertising Injury</td> <td>Per Person / Organization</td> </tr> <tr> <td>Other Liability</td> <td>Other Liability</td> </tr> </table>				Bodily Injury and Property Damage Liability	Per Occurrence	Personal and Advertising Injury	Per Person / Organization	Other Liability
Bodily Injury and Property Damage Liability	Per Occurrence										
Personal and Advertising Injury	Per Person / Organization										
Other Liability	Other Liability										
<table border="1"> <tr> <td><input type="checkbox"/></td> <td>Claims Made</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Occurrence</td> </tr> <tr> <td colspan="2">Retro Date</td> </tr> </table>		<input type="checkbox"/>	Claims Made	<input type="checkbox"/>	Occurrence	Retro Date					
<input type="checkbox"/>	Claims Made										
<input type="checkbox"/>	Occurrence										
Retro Date											
<table border="1"> <tr> <td><input type="checkbox"/></td> <td>Owned</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Non-Owned</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Hired</td> </tr> </table>		<input type="checkbox"/>	Owned	<input type="checkbox"/>	Non-Owned	<input type="checkbox"/>	Hired				Each Accident - Single Limit - B. I. and P. D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
<input type="checkbox"/>	Owned										
<input type="checkbox"/>	Non-Owned										
<input type="checkbox"/>	Hired										

C
O
M
M
E
N
T
S

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below) . Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office : IRVING, TX Phone: 972-550-7899

Certificate Holder:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Jaime Davis

JAIME DAVIS

Authorized Representative

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2005

PRODUCER (214)522-4880 FAX (214)520-3856
Ragland Strother & Lafitte
 3838 Oak Lawn Ave. Ste. 500
 Dallas, TX 75219-4506
 Sandy Trent

INSURED **Tyler Technologies, Inc.**
Munis Division
 370-US Rt. 1
 Falmouth ME 04105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Co.	
INSURER B: American Home Assurance Co.	
INSURER C: American Guarantee & Liability Ins. Co.	
INSURER D: Texas Pacific Indemnity Co.	
INSURER E: American Int'l specialty Lines Ins. Co.	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITH ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	35346019DAL	03/01/2005	03/01/2006	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP(0673263607 BAP(05)73263606 (CO. E) \$1 MIL CSL	03/01/2005	03/01/2006	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BE2910845 AEC534455600 (CO. C)	03/01/2005	03/01/2006	EACH OCCURRENCE	\$ 25,000,000
						AGGREGATE	\$ 25,000,000
						Occurrence/Agg	\$ 25,000,000
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SEPARATE CERTIFICATE ISSUED			WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
E		OTHER Professional Liability	AMERICAN INTERN'L	06/29/2005	06/29/2006	\$ 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is Additional Insured as respects to General Liability & Auto Liability ATIMA

CERTIFICATE HOLDER

City of Redondo Beach, It's officers, elected and appointed officials, employees and volunteers
 415 Diamond Street
 Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
W. Scott Ragland/SLT

W Scott Ragland

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2006

PRODUCER (214)522-4880 FAX (214)520-3856
Ragland Strother & Lafitte
3838 Oak Lawn Ave. Ste. 500
Dallas, TX 75219-4506
Sandy Trent

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Tyler Technologies, Inc.
Munis Division
370-US Rt. 1
Falmouth ME 04105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Co.	
INSURER B: Illinois National Insurance Co.	
INSURER C: American Guarantee & Liability Ins. Co.	
INSURER D: Texas Pacific Indemnity Co.	
INSURER E: American Int'l specialty Lines Ins. Co.	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	35346019DAL	03/01/2006	03/01/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73263607 73263606 (CO. E) \$1 MIL CSL	03/01/2006	03/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BE2910915 AEC534455601 (CO. C)	03/01/2006	03/01/2007	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 Occurrence/Agg \$ 25,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SEPARATE CERTIFICATE ISSUED			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E	OTHER Professional Liability	4922583	06/29/2005	06/29/2006	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is Endorsed to policies as Additional Insured as respects to General Liability & Auto Liability.

CERTIFICATE HOLDER

City of Redondo Beach, It's officers, elected and appointed officials, employees and volunteers
 415 Diamond Street
 Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 W. Scott Ragland/SLT

W Scott Ragland



Liability Insurance

Endorsement

Policy Period March 1, 2006 - March 1, 2007
Effective Date March 1, 2006
Policy Number 3534-60-19 DAL
Insured TYLER TECHNOLOGIES, INC.
Name of Company FEDERAL INSURANCE COMPANY
Date Issued March 1, 2006

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is Insured, the following provision is added:

Who Is Insured

Designated Person Or Organization

Any person or organization designated below is an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Designated Person Or Organization

SEE FORM 80-02-2373 FOR LIST OF
ADDITIONAL INSURED



Liability Insurance

Endorsement

Policy Period March 1, 2006 - March 1, 2007
Effective Date March 1, 2006
Policy Number 3534-60-19 DAL
Insured TYLER TECHNOLOGIES, INC.
Name of Company FEDERAL INSURANCE COMPANY
Date Issued March 1, 2006

This Endorsement applies to the following forms:

1. CITY OF REDONDO BEACH, ITS OFFICERS, ELECTED & APPOINTED OFFICIALS, EMPLOYEES & VOLUNTEERS
415 DIAMOND STREET
REDONDO BEACH, CA 90277
2. SAN JOAQUIN COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES RESPECTIVELY
PURCHASING SUPPORT & SERVICES DEPARTMENT
222 E. WEBER AVE. #675
STOCKTON, CA 95202
3. CITY OF MORGAN HILL, ITS OFFICIALS, OFFICERS
EMPLOYEES, AGENTS, & REPRESENTATIVES
17555 PEAK AVENUE
MORGAN HILL, CA 95037
4. CITY OF SAN BUEN AVENTURA, IT
CITYWIDE MGMT RESOURCE SYS REPLACEMENT PROJ
P.O. BOX 99
VENTURA, CA 93002
5. SAN CLEMENTE, ITS OFFICIALS, OFFICER,
EMPLOYEES, AGENTS, & VOLUNTEERS
6. TOWN OF GREENWICH
JOAN T. SULLIVAN, DIRECTOR OF PURCHASING
101 FIELD POINT ROAD
GREENWICH CT, 06830
7. MARION COUNT ASSESSOR'S OFFICE
555 COURT ST. NE, ROOM 2233
SALEM, OR 97309



Liability Insurance

Endorsement

Policy Period March 1, 2006 - March 1, 2007
Effective Date March 1 2006
Policy Number 3534-60-19 DAL
Insured TYLER TECHNOLOGIES, INC.
Name of Company FEDERAL INSURANCE COMPANY
Date Issued March 1, 2006

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is Insured, the following provision is added:

Who Is Insured

Designated Person Or Organization

Any person or organization designated below is an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Designated Person Or Organization

BLANKET AS REQUIRED BY WRITTEN CONTRACT



Policy Number
(06)7326-36-07

ENDORSEMENT

Named Insured TYLER TECHNOLOGIES INC

Effective Date: 03-02-06
12:01 A.M., Standard Time

Agent Name RAGLAND STROTHER & LAFITTE

Agent No. 19988-000

ADDITIONAL INSURED

CLARK COUNTY
PO BOX
SPRINGFIELD, OH 45502

CITY OF REDONDO BEACH, ITS OFFICERS, ELECTED AND APPOINTED
OFFICIALS, EMPLOYEES AND VOLUNTEERS
415 DIAMOND STREET
REDONDO BEACH, CA 90277

THURSTON COUNTY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS & EMPLOYEES
C/O CENTRAL SERVICES DEPT
2000 LAKERIDGE DR SW
OLYMPIA, WA 98502-6045

ADDING ADDITIONAL INSURED AS FOLLOWS EFFECTIVE 4/25/05:
ARIZONA STATE RETIREMENT SYSTEM AZ
PO BOX 33910
PHOENIX, AZ 85067-3910

ADDING ADDITIONAL INSURED AS FOLLOWS EFFECTIVE 03/16/06
Mazik USA, Inc.
TACS, Inc.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FZ
TYLER-2

DATE (MM/DD/YYYY)
03/01/07

PRODUCER Hays Companies of New England 133 Federal Street, 3rd Floor Boston MA 02110 Phone: 617-723-7775 Fax: 617-723-5155		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tyler Technologies, Inc. Munis Cole-Layer-Trumble Company Eden Systems, Inc. The Software Group 5499 Sherry Lane Dallas TX 75225		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Fire Insurance Co.	19682
		INSURER B: Hartford Casualty Company	
		INSURER C: Hartford Ins. Co. of Midwest	37478
		INSURER D: American Int'l Specialty Lines	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	08 UUN AB1553	03/01/07	03/01/08	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	08 UUN AB1553	03/01/07	03/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	08 RHU AB1435	03/01/07	03/01/08	EACH OCCURRENCE	\$ 15,000,000
						AGGREGATE	\$ 15,000,000
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	08 WB RJ4914	03/01/07	03/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D		OTHER Professional Liab	9655581	11/17/06	11/17/07	Agg	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Coverage.

CERTIFICATE HOLDER

CIT4IRE

city of Redondo Beach
 415 Diamond Street
 Redondo Beach CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jay Carter

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID #Z
TYLER-2

DATE (MM/DD/YYYY)
03/14/07


PRODUCER Hays Companies of New England 133 Federal Street, 3rd Floor Boston MA 02110 Phone: 617-723-7775 Fax: 617-723-5155		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tyler Technologies, Inc. Munis Cole-Layer-Trumble Company Eden Systems, Inc. The Software Group 5949 Sherry Lane Dallas TX 75225		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Fire Insurance Co.	19682
		INSURER B: Hartford Casualty Company	
		INSURER C: Hartford Ins. Co. of Midwest	37478
		INSURER D: American Int'l Specialty Lines	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	08 UUN AB1553	03/01/07	03/01/08	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPROP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY	08 UUN AB1553	03/01/07	03/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY	08 RHU AB1435	03/01/07	03/01/08	EACH OCCURRENCE	\$ 15,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 15,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	08 WB RJ4914	03/01/07	03/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D		OTHER	9655581	11/17/06	11/17/07	Agg	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy.

CERTIFICATE HOLDER CIT41RE City of Redondo Beach 415 Diamond Street Redondo Beach CA 90277	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

GENERAL LIABILITY ENDORSEMENT
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

POLICY INFORMATION

Insurance Company HARTFORD FIRE INS. CO. Policy Number 08 UUN AB1553
Policy Term (From) 3/1/07 (To) 3/1/08 Endorsement Effective Date _____
Named Insured TYLER TECHNOLOGIES, INC.
Address of Named Insured 5949 SHERY LANE, STE. 1900 DALLAS, TX 75225
Limit of Liability any One Occurrence/Aggregate \$ 1,000,000 / 2,000,000
General Liability Aggregate Applies Separately to This Project/Location: Yes _____ No X
Deductible or Self-Insured Retention (None unless otherwise specified): NA
Coverage is equivalent to Commercial General Liability occurrence form CG 0001: Yes X No _____

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

CLAIMS UNIT
(Name/Department)
HARTFORD INS. COMPANY
(Company)
4401 MIDDLE SETTLEMENT ROAD
(Address)
NEW HARTFORD, NY. 13413
(City/State/Zip)
800-762-6170
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, TIMOTHY S. CROTT (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Timothy S. Crott
Signature - Authorized Representative / Title
HAYS COMPANIES
Organization
133 FEDERAL ST. BOSTON, MA 02116
Address/Telephone
Date 3/7/07

AUTOMOBILE LIABILITY ENDORSEMENT
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

POLICY INFORMATION

Insurance Company HARTFORD FIRE INS. Co. Policy Number 08 UUN AB1553
Policy Term (From) 3/1/07 (To) 3/1/08 Endorsement Effective Date _____
Named Insured TYLER TECHNOLOGIES, INC.
Address of Named Insured 5949 SHERRI LANE, STE 1400, DALLAS, TX 75225
Limit of Liability any One Occurrence/Aggregate \$ 1,000,000 / N/A
Deductible or Self-Insured Retention (None unless otherwise specified): N/A
Coverage equivalent to Commercial Auto form CA 0001, Code 1 ("any auto") on endorsement CA 0025:
Yes No _____

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

CLAIMS UNIT
(Name/Department)
HARTFORD INS. COMPANY
(Company)
4401 MIDDLESETTMENT ROAD
(Address)
NEW HARTFORD, NY. 13413
(City/State/Zip)
800-962-6170
(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, TIMOTHY S. CRUTT (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Timothy S. Crutt VP
Signature - Authorized Representative / Title
HAYS COMPANIES
Organization
133 FEDERAL ST, BOSTON, MA 02110
Address/Telephone
3/1/07
Date



MuniServices, LLC.
7335 North Palm Bluffs Avenue Fresno, California 93711
Phone: 800.800.8181 Fax: 559.275.0171
www.MuniServices.com

November 29, 2007

City of Redondo Beach
Attn: Deputy Treasurer
P.O. Box 270
Redondo Beach, CA 90277

Re: Renewal of Insurance Certificate

Dear City of Redondo Beach:

The enclosed Certificate of Insurance replaces the one you currently have on file for MuniServices, LLC and is effective for the period December 5, 2007 to December 5, 2008.

Please contact me if you have any questions.

Best Regards,

Patricia A. Dunn
Contracts Administrator/Paralegal
Email: patricia.dunn@muniservices.com
Telephone: 559-271-6852
Facsimile: 559-312-2852

Enclosure

COS-141

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
12/4/2007

PRODUCER Phone: 559-432-1800 Fax: 559-436-2500
 HRH of Central California Insurance Services
 5 River Park Place West, Suite 303
 Fresno CA 93720

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 MuniServices, LLC
 Attn: Patricia Dunn ph: 559-271-6852
 7335 N. Palm Bluffs Ave.
 Fresno CA 93711


INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Group	19682
INSURER B: Hartford Fire Insurance Co	19682
INSURER C: Columbia Casualty Co	31127
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	51UUNIZ2782	12/5/2007	12/5/2008	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	51UUNIZ2782	12/5/2007	12/5/2008	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	51RHUIZ1678	12/5/2007	12/5/2008	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	51WETN1710	12/5/2007	12/5/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER **Errors & Omissions	287086489	12/5/2007	12/5/2008	\$5,000,000 Aggregate \$5,000,000 Per Claim \$100,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 **Umbrella Policy does not provide excess limits over the Errors & Omissions Limits of Liability. *30 Days Cancellation Notice for Non-Payment of Premium applies to all Hartford Insurance Company coverage policies only. Waiver of Subrogation applies for all scheduled policies except Worker's Compensation for the State of New Jersey. The City of Redondo Beach, its agents, officers, servants and employees are named as additional insureds with respect to the operations and work performed by the named insured as required by contract.

CERTIFICATE HOLDER	CANCELLATION*10 Days for Non-Payment of Premium
City of Redondo Beach Attn: Deputy Treasurer P.O. BOX 270 Redondo Beach CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FZ
TYLER-2

DATE (MM/DD/YYYY)
11/19/07

PRODUCER Hays Companies 133 Federal Street, 3rd Floor Boston MA 02110 Phone: 617-723-7775 Fax: 617-723-5155	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Tyler Technologies, Inc. MUNIS Cole-Layer-Trumble Company INCODE Division The Software Group 5949 Sherry Lane Dallas TX 75225	INSURERS AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co. INSURER B: Hartford Casualty Company INSURER C: Hartford Ins. Co. of Midwest INSURER D: American Int'l Specialty Lines INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	08 JUN AB1553	03/01/07	03/01/08	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	08 JUN AB1553	03/01/07	03/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	08 RHU AB1435	03/01/07	03/01/08	EACH OCCURRENCE	\$ 15,000,000
					AGGREGATE	\$ 15,000,000
						\$
						\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	08 WB RJ4914	03/01/07	03/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	E.L. EACH ACCIDENT				\$ 1,000,000	
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	OTHER Professional Liab	2833677	11/17/07	11/17/08	Agg	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Evidence of Coverage.

CERTIFICATE HOLDER

CIT41RE

city of Redondo Beach
 415 Diamond Street
 Redondo Beach CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jerry Ch...

COY-123

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ES
TYLER-2

DATE (MM/DD/YYYY)
02/26/08

PRODUCER
Hays Companies
133 Federal Street, 3rd Floor
Boston MA 02110
Phone: 617-723-7775 Fax: 617-723-5155

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tyler Technologies, Inc.
MONIS Division
Cole-Layer-Trumble Company
CLT Division
The Software Group
5949 Sherry Lane
Dallas TX 75225

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Hartford Casualty Company	
INSURER C:	Hartford Ins. Co. of Midwest	37478
INSURER D:	American Int'l Specialty Lines	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X		GENERAL LIABILITY	08 UUN AB1553	03/01/08	03/01/09	EACH OCCURRENCE	\$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A			AUTOMOBILE LIABILITY	08 UUN AB1553	03/01/08	03/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
			<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
B			EXCESS/UMBRELLA LIABILITY	08 RHU AB1435	03/01/08	03/01/09	EACH OCCURRENCE	\$ 15,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000				AGGREGATE	\$ 15,000,000
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	08 WB RJ4914	03/01/08	03/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D			OTHER Professional Liab	2833677	11/17/07	11/17/08	Agg	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy.

CERTIFICATE HOLDER
CIT41RE
City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Jay Ch...

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ES
TYLER-2

DATE (MM/DD/YYYY)
02/26/08

PRODUCER

Hays Companies
133 Federal Street, 3rd Floor
Boston MA 02110
Phone: 617-723-7775 Fax: 617-723-5155

INSURED
Tyler Technologies, Inc.
MUNIS Division
Cole-Layer-Trumble Company
CLT Division
The Software Group
5949 Sherry Lane
Dallas TX 75225

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Hartford Casualty Company	
INSURER C:	Hartford Ins. Co. of Midwest	37478
INSURER D:	American Int'l Specialty Lines	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	08 UUN AB1553	03/01/08	03/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	08 UUN AB1553	03/01/08	03/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
B			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 10,000	08 RHU AB1435	03/01/08	03/01/09	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ \$ \$	
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	08 WB RJ4914	03/01/08	03/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D			OTHER Professional Liab	2833677	11/17/07	11/17/08	Agg 10,000,000	

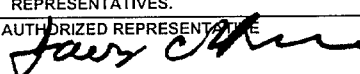
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Evidence of Coverage.

CERTIFICATE HOLDER

CIT41RE

city of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


ACORD CERTIFICATE OF LIABILITY INSURANCE

CIT41RE

DATE (MM/DD/YY)
11/14/2008

08-09 TYLER TECH

PRODUCER

Hays Companies
IDS Center, Suite 700
80 South 8th Street
Minneapolis, MN 55402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE NO. 612-333-3323

FAX NO. 612-373-7270

INSURED

Tyler Technologies, Inc.
MUNIS Division
Cole-Layer-Trumble Company
CLT Division
Attn: Brian Miller
5949 Sherry Lane
Dallas, TX 75225

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Company	
INSURER B:	Hartford Casualty Company	
INSURER C:	Hartford Ins. Co. of Midwest	
INSURER D:	American International Specialty Lines	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	08 UUN AB1553	03/01/08	03/01/09	EACH OCCURRENCE	1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	2,000,000
						PRODUCTS-COMP/OP AGG	2,000,000
A		AUTOMOBILE LIABILITY	08 UUN AB1553	03/01/08	03/01/09	COMBINED SINGLE LIMIT (Ea Accident)	1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		Comp Deductible 1,000					
		Collision Deductible 1,000					
B		GARAGE LIABILITY	08 RHU AB1435	03/01/08	03/01/09	AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	
						AUTO ONLY: AGG	
B		EXCESS/UMBRELLA LIABILITY	08 RHU AB1435	03/01/08	03/01/09	EACH OCCURRENCE	15,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	15,000,000
		<input type="checkbox"/> DEDUCTIBLE					
		<input checked="" type="checkbox"/> RETENTION 10,000					
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	08 WB RJ4914	03/01/08	03/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISION BELOW				E.L. EACH ACCIDENT	1,000,000
						E.L. DISEASE - EA EMPLOYEE	1,000,000
						E.L. DISEASE - POLICY LIMIT	1,000,000
D		OTHER	945558168	11/17/08	11/17/09	Aggregate 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy.

CERTIFICATE HOLDER

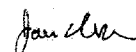
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED SIGNATURE



08-09 TYLER TECH

PRODUCER
 Hays Companies
 IDS Center, Suite 700
 80 South 8th Street
 Minneapolis, MN 55402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Company	
INSURER B:	Hartford Casualty Company	
INSURER C:	Hartford Ins. Co. of Midwest	
INSURER D:	American International Specialty Lines	
INSURER E:		

PHONE NO. 612-333-3323 FAX NO. 612-373-7270

INSURED
 Tyler Technologies, Inc.
 MUNIS Division
 Cole-Layer-Trumble Company
 CLT Division
 Attn: Brian Miller
 5949 Sherry Lane
 Dallas, TX 75225

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	08 UUN AB1553	03/01/08	03/01/09	EACH OCCURRENCE	1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	2,000,000
						PRODUCTS-COMP/OP AGG	2,000,000
A		AUTOMOBILE LIABILITY	08 UUN AB1553	03/01/08	03/01/09	COMBINED SINGLE LIMIT (Ea Accident)	1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		Comp Deductible 1,000					
		Collision Deductible 1,000					
B		GARAGE LIABILITY	08 RHU AB1435	03/01/08	03/01/09	AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	
						AUTO ONLY: AGG	
B		EXCESS/UMBRELLA LIABILITY	08 RHU AB1435	03/01/08	03/01/09	EACH OCCURRENCE	15,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	15,000,000
		<input type="checkbox"/> DEDUCTIBLE					
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	08 WB RJ4914	03/01/08	03/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISION BELOW				E.L. EACH ACCIDENT	1,000,000
						E.L. DISEASE - EA EMPLOYEE	1,000,000
D		OTHER	945558168	11/17/08	11/17/09	E.L. DISEASE - POLICY LIMIT	1,000,000
		Professional Liability				Aggregate 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of Coverage.

CERTIFICATE HOLDER

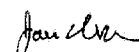
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

city of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED SIGNATURE



04-123

ACORD - CERTIFICATE OF LIABILITY INSURANCE		CIT41RE	DATE (MM/DD/YY) 2/27/2009
08-03 TYLER TECH			
PRODUCER Hays Companies IDS Center, Suite 700 80 South 8 th Street Minneapolis, MN 55402		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC #
PHONE NO. 612-333-3323	FAX NO. 612-373-7270	INSURER A:	St. Paul Fire & Marine Insurance Company
INSURED Tyler Technologies, Inc. MUNIS Division Cole-Layer-Trumble Company CLT Division Attn: Brian Miller 5949 Sherry Lane Dallas, TX 75225		INSURER B:	The Standard Fire Insurance Company
		INSURER C:	American International Specialty Lines
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	TE06903923	03/01/09	03/01/10	EACH OCCURRENCE	1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	10,000
						PERSONAL & ADV INJURY	1,000,000
						GENERAL AGGREGATE	2,000,000
						PRODUCTS-COMP/OP AGG	2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A		AUTOMOBILE LIABILITY	TE06903923	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea Accident)	1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	Comp Deductible 1,000						
	Collision Deductible 1,000						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	
						AUTO ONLY: AGG	
A		EXCESS/UMBRELLA LIABILITY	TE06903923	03/01/09	03/01/10	EACH OCCURRENCE	15,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	15,000,000
		<input type="checkbox"/> DEDUCTIBLE					
		<input checked="" type="checkbox"/> RETENTION 10,000					
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HC-UB-2298N83-0-09	03/01/09	03/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		E.L. EACH ACCIDENT				1,000,000	
		E.L. DISEASE - EA EMPLOYEE				1,000,000	
		E.L. DISEASE - POLICY LIMIT				1,000,000	
C		OTHER	945558168	11/17/08	11/17/09	Aggregate 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION
City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED SIGNATURE

**NON-CONTRIBUTORY OTHER INSURANCE ENDORSEMENT - FOR
DESCRIBED ADDITIONAL PROTECTED PERSONS**

This endorsement changes your Commercial
General Liability Protection.

How Coverage Is Changed

The following is added to the Other
Insurance section. This change broadens
coverage for certain additional protected
persons.

If you've specifically agreed in a written
contract that this agreement must be primary
to and non-contributory with other insurance
issued directly to a described additional
protected person, we won't share with that
other insurance any damages incurred by
that described additional protected person
for:

- bodily injury or property damage covered
by this agreement that happens after that
written contract was made; or
- personal injury or advertising injury
covered by this agreement that's caused
by an offense committed after that written
contract was made.

Described additional protected person
means any person or organization, other than
you, who:

- qualifies as a protected person under this
agreement; and
- is named or described below.

Name or description:

CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

Other Terms

All other terms of your policy remain the same.

Name of Insured	Policy Number	Effective Date 03/01/2009
TYLER TECHNOLOGIES	TE06903923	Processing Date

G0435 Ed. 4-00

Endorsement

© 2000 The St. Paul Travelers Companies, Inc. All Rights Reserved

Page 1 of 2

**ADDITIONAL PROTECTED PERSONS ENDORSEMENT -
DESCRIBED PERSONS OR ORGANIZATIONS FOR YOUR WORK AS
REQUIRED BY WRITTEN CONTRACT -
TECHNOLOGY COMMERCIAL GENERAL LIABILITY**

This endorsement changes your Technology Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Described persons or organizations for your work as required by written contract. Any person or organization shown below that:

- is not otherwise a protected person under this agreement; and
- you specifically agree in a written contract to add as an additional protected person under this agreement;

is a protected person for covered bodily injury or property damage. But only to the extent such bodily injury or property damage results from your work.

The written contract may refer to an additional protected person as an additional insured.

However, no such person or organization is a protected person for bodily injury or property damage that results from any of its independent acts or omissions.

Also, such person or organization is a protected person only for the lesser of:

- the limits of coverage required by the written contract; or
- the limits of coverage available under this agreement.

We explain the term your work in the Products and completed work total limit section.

Other Terms

All other terms of your policy remain the same.

Described persons or organizations:

CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CA 90277

Name of Insured	Policy Number	Effective Date
TYLER TECHNOLOGIES	TE06903923	03/01/2009
	Processing Date	

G0802 Ed. 3-08

© 2008 The Travelers Companies, Inc.

Endorsement

Page 1 of 1

**NOTICE TO DESCRIBED PERSONS OR ORGANIZATIONS OF
MATERIAL CHANGE OR POLICY CANCELLATION ENDORSEMENT**

The St Paul

This endorsement changes:

- your General Rules; or
- any state-required endorsement that changes the Policy Changes or Cancellation rules in your General Rules.

How Coverage Is Changed

There are two changes explained below.

1. The following is added to the Policy Changes section. This change describes other persons or organizations we'll notify if a material change is made to your policy. Such change does not benefit any persons or organizations not described below.

We'll mail or deliver written notice of a material change to your policy during its policy period to the described persons or organizations.

The described persons or organizations and the number of days notice before the change will take effect are shown below.

Material change means a reduction in the applicable:

- coverage; or
- limits of coverage.

2. The following is added to the Cancellation section. This change describes other persons or organizations we'll notify if your policy is canceled by you or us. Such change does not benefit any persons or organizations not described below.

We'll also mail or deliver a notice of cancellation to the described persons or organizations. The described persons or organizations and the number of days notice of cancellation before coverage will end are shown below.

No other change applies to the Cancellation rule.

Other Terms

All other terms of your policy remain the same.

Described Persons Or Organizations

(Name)

(Address)

CITY OF REDONDO BEACH

415 DIAMOND STREET
REDONDO BEACH, CA 90277

Number Of Days Notice

- 60 For material change or cancellation, other than nonpayment of premium
- 10 For nonpayment of premium

Name of Insured

TYLER TECHNOLOGIES

Policy Number

TE06903923

Effective Date 03/01/2009

Processing Date

D0084 Ed. 10-00 Printed in U.S.A.

Endorsement

©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

Page 1 of 1

Munis - FS

004-723

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2009

PRODUCER Phone: 757-456-0577 Fax: 757-456-5296
Rutherford
222 Central Park Avenue
Suite 1340
Virginia Beach VA 23462

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MuniServices, LLC
Attn: Patricia Dunn ph: 559-271-6852
7335 N. Palm Bluffs Ave.
Fresno CA 93711

INSURERS AFFORDING COVERAGE	NAIC #
INSURERA: Hartford Casualty Ins Co	27120
INSURERB: Pennsylvania Manufacturers' A	
INSURERC: Westchester Surplus Lines Ins	10172
INSURERD: Fidelity & Deposit Company of	
INSURERE: Hartford Casualty Ins Co	27120

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	14UUNJC3281	10/31/2009	10/31/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	14UUNJC3281	10/31/2009	10/31/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
E	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	14XHUJC2284	10/31/2009	10/31/2010	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	6614663B200900	10/31/2009	10/31/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liab (E&O)	EONG21671630006	10/31/2009	10/31/2010	\$5,000,000 Limit \$100,000 Ded
D	Crime	CCP006253304	10/31/2009	10/31/2010	\$5,000,000 Limit \$25,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The City of Redondo Beach, its agents, officers, servants and employees are named as additional insureds under the General Liability policy with respect to the operations and work performed by the named insured as required by contract.

CERTIFICATE HOLDER

City of Redondo Beach
Attn: Deputy Treasurer
P.O. BOX 270
Redondo Beach CA 90277

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Josquin L. Jovian*

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

"ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

004-123

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		CIT41RE	DATE (MM/DD/YY) 11/10/2009
09-10 TYLER TECH			
PRODUCER Hays Companies IDS Center, Suite 700 80 South 8 th Street Minneapolis, MN 55402		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	
		INSURER A: St. Paul Fire & Marine Insurance Company	24767
		INSURER B: The Standard Fire Insurance Company	19070
		INSURER C: National Union Fire Insurance Co of Pittsburgh	19445
		INSURER D:	
		INSURER E:	
PHONE NO. 612-333-3323 FAX NO. 612-373-7270	INSURED Tyler Technologies, Inc. Attn: Brian Miller 5949 Sherry Lane Dallas, TX 75225		


COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	TE06903923	03/01/09	03/01/10	EACH OCCURRENCE	1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	10,000
						PERSONAL & ADV INJURY	1,000,000
						GENERAL AGGREGATE	2,000,000
						PRODUCTS-COMP/OP AGG	2,000,000
A		AUTOMOBILE LIABILITY	TE06903923	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea Accident)	1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	Comp Deductible 1,000						
	Collision Deductible 1,000						
		GARAGE LIABILITY					
		<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN EA ACC	
						AUTO ONLY: AGG	
A		EXCESS/UMBRELLA LIABILITY	TE06903923	03/01/09	03/01/10	EACH OCCURRENCE	15,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	15,000,000
		<input type="checkbox"/> DEDUCTIBLE					
		<input checked="" type="checkbox"/> RETENTION 10,000					
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HC-UB-2298N83-0-09	03/01/09	03/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	1,000,000
						E.L. DISEASE - EA EMPLOYEE	1,000,000
						E.L. DISEASE - POLICY LIMIT	1,000,000
C		OTHER				Aggregate 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy when required by written contract.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED SIGNATURE 

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

CIT41RE

DATE (MM/DD/YY)

10-11 TYLER TECH

2/24/2010

PRODUCER Hays Companies IDS Center, Suite 700 80 South 8 th Street Minneapolis, MN 55402		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	
		INSURER A:	Charter Oak Fire Insurance Company
		INSURER B:	The Standard Fire Insurance Company
		INSURER C:	National Union Fire Insurance Co of Pittsburgh
		INSURER D:	
		INSURER E:	
PHONE NO. 612-333-3323 FAX NO. 612-373-7270	INSURED Tyler Technologies, Inc. Attn: Brian Miller 5949 Sherry Lane Dallas, TX 75225		
			NAIC #
			19070
			19445


COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADOL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	6302298N830	03/01/10	03/01/11	EACH OCCURRENCE	1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	10,000
						PERSONAL & ADV INJURY	1,000,000
						GENERAL AGGREGATE	2,000,000
						PRODUCTS-COMP/OP AGG	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A		AUTOMOBILE LIABILITY	BA2298N80	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea Accident)	1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per Accident)	
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
Comp Deductible 1,000							
Collision Deductible 1,000							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	
						AUTO ONLY: AGG	
A		EXCESS/UMBRELLA LIABILITY	TE06904273	03/01/10	03/01/11	EACH OCCURRENCE	15,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	15,000,000
		<input type="checkbox"/> DEDUCTIBLE					
		<input checked="" type="checkbox"/> RETENTION 10,000					
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HCUB2298N83010	03/01/10	03/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
		<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	1,000,000
		If yes, describe under SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	1,000,000
						E.L. DISEASE - POLICY LIMIT	1,000,000
C		OTHER	013573431	11/17/09	11/17/10	Aggregate 10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy (CGD247) when required by written contract. Notice of Cancellation (ILF026) - 60 days cancellation except 10 for non-payment

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED SIGNATURE
		

POLICY NUMBER: 630 2298N830

ISSUE DATE: 2 _23_ 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY EARLIER NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US –
TEXAS**

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- BUSINESSOWNERS POLICY
- COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART – CONTRACTORS
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME COVERAGE PART
- DELUXE PROPERTY COVERAGE FORM
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
- FARM COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

CANCELLATION:	Number of Days Notice:	60
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	60

NAME: City of Redondo Beach

ADDRESS: 415 Diamond Street
Redondo Beach, CA 90277

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

POLICY NUMBER: 630 2298N830

ISSUE DATE: 2 _23_ 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED ENTITY EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- BUSINESSOWNERS POLICY
- COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART – CONTRACTORS
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME COVERAGE PART
- DELUXE PROPERTY COVERAGE FORM
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
- FARM COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

CANCELLATION:	Number of Days Notice:	60
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	60

NAME: City of Redondo Beach

ADDRESS: 415 Diamond Street
Redondo Beach, CA 90277

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

COMMERCIAL GENERAL LIABILITY

or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - I. Immediately record the specifics of the claim or "suit" and the date received; and
 - II. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
5. The following definition is added to SECTION V, - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

 - a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

POLICY NUMBER: 630 2298N830

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 2.23.2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

PROJECT/LOCATION OF COVERED OPERATIONS:

As required by written contract

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2010

Misc. T

C04-123

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies IDS Center, Suite 700 80 South 8 th Street Minneapolis, MN 55402	CONTACT NAME: PHONE (A/C No. Ext: 612-333-3323) FAX (A/C No): 612-373-7270 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TYLER-2																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Charter Oak Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>The Standard Fire Insurance Company</td> <td>19070</td> </tr> <tr> <td>INSURER C:</td> <td>National Union Fire Insurance Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Charter Oak Fire Insurance Company		INSURER B:	The Standard Fire Insurance Company	19070	INSURER C:	National Union Fire Insurance Co of Pittsburgh	19445	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Charter Oak Fire Insurance Company																				
INSURER B:	The Standard Fire Insurance Company	19070																			
INSURER C:	National Union Fire Insurance Co of Pittsburgh	19445																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Tyler Technologies, Inc. Attn: Brian Miller 5949 Sherry Lane Dallas, TX 75225																					


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSU	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6302298N830	03/01/10	03/01/11	EACH OCCURENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY			BA2298N80	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
<input checked="" type="checkbox"/> COMP/COLL DEDUCT \$1,000				\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			TE06904273	03/01/10	03/01/11	EACH OCCURANCE	\$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 15,000,000
	<input type="checkbox"/> DEDUCTIBLE							
<input checked="" type="checkbox"/> RETENTION \$ 10,000								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCUB2298N83010	03/01/10	03/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			013319938	11/17/10	11/17/11	Aggregate	\$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy (CGD247) when required by written contract. Notice of Cancellation (ILF026) - 60 days cancellation except 10 for non-payment

CERTIFICATE HOLDER City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	CIT41RE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	----------------	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies IDS Center, Suite 700 80 South 8 th Street Minneapolis, MN 55402	CONTACT NAME: PHONE (A/C. No. Ext: 612-333-3323) FAX (A/C. No): 612-373-7270 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: TYLER-2													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: The Standard Fire Insurance Company</td> <td>19070</td> </tr> <tr> <td>INSURER C: National Union Fire Insurance Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Company		INSURER B: The Standard Fire Insurance Company	19070	INSURER C: National Union Fire Insurance Co of Pittsburgh	19445	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Charter Oak Fire Insurance Company														
INSURER B: The Standard Fire Insurance Company	19070													
INSURER C: National Union Fire Insurance Co of Pittsburgh	19445													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Tyler Technologies, Inc. Attn: Brian Miller 5949 Sherry Lane Dallas, TX 75225														


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSU	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6302298N830	03/01/10	03/01/11	EACH OCCURENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							\$	
A	AUTOMOBILE LIABILITY			BA2298N80	03/01/10	03/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
<input checked="" type="checkbox"/> COMP/COLL DEDUCT \$1,000				\$				
A	UMBRELLA LIAB			TE06904273	03/01/10	03/01/11	EACH OCCURANCE	\$ 15,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 15,000,000
	<input type="checkbox"/> CLAIMS-MADE							
	<input type="checkbox"/> DEDUCTIBLE							
<input checked="" type="checkbox"/> RETENTION \$ 10,000								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCUB2298N83010	03/01/10	03/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			013319938	11/17/10	11/17/11	Aggregate	\$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy (CGD247) when required by written contract. Notice of Cancellation (ILF026) - 60 days cancellation except 10 for non-payment

CERTIFICATE HOLDER City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	CIT41RE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	----------------	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies IDS Center, Suite 700 80 South 8 th Street Minneapolis, MN 55402	CONTACT NAME Tracie Bishop or Dawn DeBuhr	PHONE (A/C, No. Ext. 612-333-3323)	FAX (A/C, No): 612-373-7270
	E-MAIL ADDRESS:		
PRODUCER CUSTOMER ID # TYLER-2			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A Charter Oak Fire Insurance Company			25615
INSURER B The Standard Fire Insurance Company			19070
INSURER C National Union Fire Insurance Co of Pittsburgh			19445
INSURER D Travelers Property & Casualty Ins. Co			
INSURER E			
INSURER F			

INSURED
Tyler Technologies, Inc.Attn: Brian Miller
5949 Sherry Lane
Dallas, TX 75225

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSU	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6302299N830	03/01/11	03/01/12	EACH OCCURENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER							\$
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC		
A	AUTOMOBILE LIABILITY			BA2299N830	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
<input checked="" type="checkbox"/>	COMP/COLL DEDUCT \$1,000			\$			
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP2298N830	03/01/11	03/01/12	EACH OCCURENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 15,000,000
	<input type="checkbox"/> DEDUCTIBLE						
	<input checked="" type="checkbox"/>	RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCUB2298N83010	03/01/11	03/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			013319938	11/17/10	11/17/11	Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy (CGD247) when required by written contract. Notice of Cancellation (ILF026) - 60 days cancellation except 10 for non-payment

CERTIFICATE HOLDER

CIT41RE

CANCELLATION

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

Finance (Munis)

DATE (MM/DD/YYYY)
11/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER 1-617-723-7775 Hays Companies of New England 133 Federal Street 3rd Floor Boston, MA 02110 Thomas Honan INSURED Tyler Technologies, Inc. Attn: Brian Miller 5949 Sherry Lane Dallas, TX 75225	CONTACT NAME: Brian Canto or Dawn DeBuhr PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: ddebuhr@hayscompanies.com PRODUCER CUSTOMER ID #: TYLER-2													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CHARTER OAK FIRE INS CO</td> <td></td> </tr> <tr> <td>INSURER B: TRAVELERS PROP CASUALTY CO OF AMER</td> <td></td> </tr> <tr> <td>INSURER C: THE STANDARD FIRE INS CO</td> <td></td> </tr> <tr> <td>INSURER D: NATIONAL UNION FIRE INS CO OF PITTS</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CHARTER OAK FIRE INS CO		INSURER B: TRAVELERS PROP CASUALTY CO OF AMER		INSURER C: THE STANDARD FIRE INS CO		INSURER D: NATIONAL UNION FIRE INS CO OF PITTS		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: CHARTER OAK FIRE INS CO														
INSURER B: TRAVELERS PROP CASUALTY CO OF AMER														
INSURER C: THE STANDARD FIRE INS CO														
INSURER D: NATIONAL UNION FIRE INS CO OF PITTS														
INSURER E:														
INSURER F:														

COVERAGES **CERTIFICATE NUMBER: 24088427** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6302299N830	03/01/11	03/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP/COLL DED. \$1,000		BA2299N830	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2298N830	03/01/11	03/01/12	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		HCUB2298N83010	03/01/11	03/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY		013404138	11/17/11	11/17/12	AGGREGATE 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy (CGD247) when required by written contract. Notice of Cancellation (ILF026) 60 days cancellation except 10 for non-payment

CERTIFICATE HOLDER City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

FOURTH AMENDMENT TO
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND TYLER TECHNOLOGIES, INC.

This Fourth Amendment to the Agreement for Project Services (this "Amendment") is made between the City of Redondo Beach, a municipal corporation ("City") and Tyler Technologies, Inc., ERP and School Division ("Tyler"), a Delaware corporation.

WHEREAS, on December 7, 2004, the parties entered into that certain Agreement for Project Services between the City and Munis Inc. ("Munis"), (the "Agreement"); and

WHEREAS, on February 2, 2005, Munis, a subsidiary of Tyler merged into Tyler, and pursuant to a Plan of Merger, Tyler assumed the Agreement; and

WHEREAS, on July 19, 2005, the City and Tyler (collectively "parties") entered into a First Amendment ("First Amendment") to increase the City's liability for travel cost to \$67,186; and

WHEREAS, on September 19, 2006, the parties entered into the Second Amendment ("Second Amendment") to terminate the following three modules: Bids and Quotes, GASB34 Reporting, Time Keeping Interface including their annual maintenance and to terminate the maintenance on a second cashiering station; and

WHEREAS, on September 16, 2008, the parties entered into the Third Amendment ("Third Amendment") to terminate the following modules: Work Orders, MUNIS Online for Employees, MUNIS Online for Citizen Requests, MUNIS Online for Miscellaneous Revenue Payment, MUNIS Online for Vendors including their annual maintenance; and

WHEREAS Section 10.07 of the Agreement states that this "Agreement(s) may not be amended except by writing signed by authorized representatives of Customer and Vendor and approved by Customer's City Council."

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby the parties amend the Agreement and subsequent Amendments as follows:

1. The Role Tailored module shall be terminated from the Agreement. There shall be no refund of fees already paid; however, any remaining billing for the item shall not be due from City to Tyler. The maintenance for the Role Tailored Dashboard will also no longer be billed moving forward.

2. The following modules shall be added to the Agreement.
 - a. Tyler Content Manager SE
 - b. Tyler Cashiering
 - c. Tyler Forms Adobe Adjustment
 - d. Tyler Forms GoDocs
 - e. Citizen Self Service
3. The products, services, and support in the quote dated January 20, 2012, are incorporated herein and attached as Exhibit A.
4. For all modules and hardware provided by Tyler, the normal billing cycle for all maintenance fees runs from July 1st through June 30th.
5. Payment for the modules in this Amendment shall be as follows:
 - a. Software License Fees: License fees shall be invoiced when Tyler makes the software products available for download to City. The total fees for the software is \$72,200.00.
 - b. Maintenance Fees: Except for the TCM SE Disaster Recovery Service fee, year one maintenance fees will be prorated from 1) the date Tyler makes the software module available for download to the City to 2) the ending date of the normal billing cycle for maintenance fees referenced in Section 4 of this Amendment. The maintenance fees for subsequent years will be invoiced pursuant to Section 4 of this Amendment. The total fees for the first year of the maintenance will not exceed \$15,620.
 - c. TCM SE Disaster Recovery Service: Fees shall be invoiced upon Tyler's receipt of data from the City. The total fees for the TCM SE Disaster Recovery Service is \$7,500.00 for the first year. After year one, the fees for the service will be invoiced pursuant to Section 4 of this Amendment.
 - d. Hardware Fees: Fees will be invoiced upon delivery of the hardware. The total fee for the hardware is \$100.00.
 - e. Service, Consultation and Training Fees: Tyler will invoice fees as incurred. Fees shall be paid pursuant to Section 10.04 of the Agreement. The total fees for the services, consultation and training is \$35,675.00.
 - f. Travel Expenses: Travel expenses will be paid pursuant to Section 6.03 of the Agreement. The expenses for travel are estimated at \$10,000.

6. The license for Content Manger SE is restricted to use with Tyler applications only. If City wishes to use Tyler Content Management software with non-Tyler applications, City must purchase or upgrade to Tyler Content Manager Enterprise Edition.
7. In the event of any inconsistency between the First, Second, Third, this Fourth Amendment, and the Agreement, the terms of this Fourth Amendment shall prevail.
8. The Agreement, together with the First, Second, Third, and this Fourth Amendment constitutes the entire agreement between the parties and supersedes any previous oral or written agreement. This Fourth Amendment may be modified or amended only by a written agreement executed by the parties.
9. Except as explicitly modified herein, all remaining terms and conditions of the Agreement, the First, Second, Third and Fourth Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have executed this Amendment as of this 21st day of February, 2012.

SIGNATURE PAGE TO FOLLOW

CITY OF REDONDO BEACH

TYLER TECHNOLOGIES, INC. –
ERP and School Division



Mayor

By: Stanley M. Sevard

Title: Assistant Secretary

APPROVED AS TO FORM:

ATTEST:



Deputy City Attorney's office



City Clerk



Administrative Report

Council Action Date: February 21, 2012

To: MAYOR AND CITY COUNCIL

**From: DIANA MORENO, DIRECTOR OF FINANCIAL SERVICES
CHRIS BENSON, INFORMATION TECHNOLOGY DIRECTOR**

**Subject: FOURTH AMENDMENT TO AGREEMENT C04- 123 FOR PROJECT
SERVICES BETWEEN THE CITY OF REDONDO BEACH AND TYLER
TECHNOLOGIES, INC. ERP AND SCHOOL DIVISION, FOR
ADDITIONAL SOFTWARE MODULES AND PROFESSIONAL
SERVICES**

RECOMMENDATION

- 1) Approve the Fourth Amendment to Agreement C04-123 for Project Services between the City of Redondo Beach (City) and Tyler Technologies Inc. ERP and School Division (Tyler) for additional software modules and professional services, and to discontinue maintenance and support on Tyler's Executive Dashboard, and authorize the Mayor to execute on behalf of the City.
- 2) Adopt by 4/5 vote and title only, a resolution of the City Council of Redondo Beach, California appropriating \$100,000 to the MUNIS reserve account with \$50,000 from the General Fund Fiscal Year 2010-2011 assigned fund balance and \$50,000 from the General Fund Fiscal Year 2011-2012 unassigned fund balance.

EXECUTIVE SUMMARY

At the Strategic Plan of September 14, 2011, Information Technology and Financial Services Departments were given the objective to review the MUNIS system and recommend enhancements to increase its efficiency and effectiveness when the City upgrades to version 9.x or 10.x later this calendar year. Upon completion of the review, the following MUNIS modules/hardware purchases are recommended:

- Tyler Content Manager Standard Edition (TCM SE) to manage all forms output and scanned input into MUNIS
- Tyler Cashiering
- Tyler Forms Adobe Upgrade Adjustment

- Tyler Forms Go Docs for forms output for Accounts Payable, Payroll and other MUNIS modules
- Tyler Citizen Self Service for Business License, Animal License, General Billing and Building Permits

Also recommended is to discontinue maintenance and support on the MUNIS Executive Dashboard, which, when staff time becomes available, may be reinstated. Implementation services and training for all modules, including a business process review for the building permit function, is included in the project cost.

BACKGROUND

As part of the review process, City staff viewed several demonstrations of new features available in the current versions of MUNIS. Departmental subject matter experts were also engaged and had the opportunity to review and provide feedback on the new features.

Tyler Content Manager Standard Edition

TCM SE is a Tyler electronic document management solution that is fully integrated with MUNIS. It automates the capture of form images (checks, invoices etc.) that are normally printed. Additional documents that originate externally can also be scanned and attached to core MUNIS business modules. All scanned documents and form images are linked together automatically. Users will have easy access to archived documents from familiar MUNIS inquiry screens or directly from TCM SE. City staff will also take advantage of batch invoice scanning and processing which should significantly reduce the labor associated with invoice processing.

Tyler Cashiering

City staff currently uses a MUNIS cashiering module that provides only basic functionality. It does not have the more robust features available in many third party cashiering solutions. This new cashiering module is a very robust third party solution that Tyler has completely integrated into the MUNIS system. The enhancements will include processing multiple payments in a single transaction, receipt reprinting, and electronic check processing.

TylerForms GoDocs

This module provides functionality that will allow the City to e-mail, fax or electronically archive forms output. Printed forms are automatically converted to a PDF document which can be attached to a formatted e-mail message. This functionality is also needed in order to output forms to TCM SE for archival storage. It is anticipated that GoDocs

will be used to create electronic paycheck stubs, accounts receivable invoices, and business and animal licenses.

MUNIS Citizen Self Service

Citizen Self Service (CSS) gives residents web-based access to municipal services and information. MUNIS CSS actively extracts information from the MUNIS database. As such, web site information is current because of the direct connection to our MUNIS data. Access is gained by entering information such as addresses, account number, or name. Citizens may view records on-line, or view or pay various bills and invoices with a credit card or bank account. The City will be implementing on-line services for general billing, business license, animal license, and building permits.

The City does currently offer on-line payment services for general billing and business license. However, it is staff intensive and does not provide current information to the citizen. The new MUNIS CSS should free up staff time with regards to processing on-line payments.

A business process review of the building permit function will be conducted by Tyler staff to help building staff make more efficient use of the permit module, assess new features, and then provide recommendations to implement any relevant features into the permitting process. It is the belief of building staff that they will be able to effectively streamline the building permit function and become more efficient as a result of the assessment. In turn, a higher level of service can be provided to citizens. Tyler will monitor how staff is utilizing the building module; answer questions from building staff regarding its use, and then provide an assessment document with recommendations.

COORDINATION

The fourth contract amendment between the City and Tyler required coordination among Financial Services, Information Technology and Tyler. The fourth contract amendment has been approved as to form by the City Attorney's Office in conjunction with Tyler legal staff.

FISCAL IMPACT

The Fourth Amendment to this contract will enhance the efficiency and effectiveness of MUNIS, and bring it up-to-date with the current needs of its users. The amendment is to be funded as follows.

<u>Funding</u>	<u>Expenditures</u>
\$ 89,595 MUNIS Reserve Account	\$ 91,000 Software Modules

**Administrative Report
Tyler Contract Amendment #4
Page 4**

February 21, 2012

50,000 10-11 General Fund Assignment
50,000 11-12 General Fund Balance

-18,800 Software Discount
26,875 Professional Services
18,800 Training
23,120 Software Maintenance
100 Hardware – Tyler
10,000 Hardware – Other Vendors
38,500 Unforeseen Implementation Costs

\$189,595

\$189,595

Submitted by:



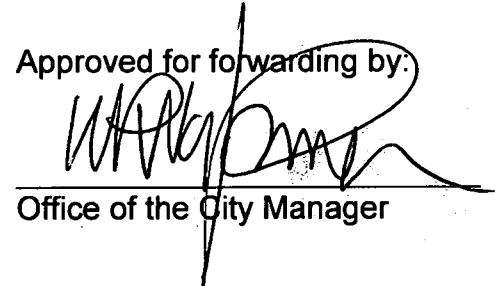
Diana Moreno
Financial Services Director



Chris Benson
Information Technology Director

dmoreno
cbenson

Approved for forwarding by:



Office of the City Manager

Attachments

- Resolution Appropriating funds to Munis Reserve
- Contract Amendment 4
- Contract Amendment 3
- Contract Amendment 2
- Contract Amendment 1
- Original Agreement for Project Services
- Module Documentation
- Insurance Documentation

RESOLUTION NO. CC-1202-583

**A RESOLUTION OF THE CITY COUNCIL OF
REDONDO BEACH, CALIFORNIA,
APPROPRIATING \$100,000 TO THE MUNIS
RESERVE ACCOUNT WITH \$50,000 FROM THE
GENERAL FUND FISCAL YEAR 2010-2011
ASSIGNED FUND BALANCE AND \$50,000 FROM
THE GENERAL FUND FISCAL YEAR 2011-2012
UNASSIGNED FUND BALANCE**

WHEREAS, the Strategic Plan calls for a review of the MUNIS system for recommended enhancements to increase its efficiency and effectiveness when the City upgrades the system; and

WHEREAS, the review has resulted in the recommendation to purchase from Tyler Technologies additional MUNIS modules and hardware at a cost of \$141,095; and

WHEREAS, there remains \$89,595 of the original MUNIS reserve; and

WHEREAS, at the Fiscal Year 2010-2011 year-end close, the City Council assigned \$50,000 of the General Fund balance to upgrade MUNIS, the City's financial management system; and

WHEREAS, the City Council desires to appropriate this \$50,000 from the General Fund Fiscal Year 2010-2011 assignment to the MUNIS reserve account; and

WHEREAS, the City Council desires to appropriate an additional \$50,000 from the General Fund Fiscal Year 2011-2012 balance to the MUNIS reserve account to complete funding of the fourth contract amendment with Tyler Technologies in addition to funding required hardware purchases from other vendors and a reserve for unforeseen implementation costs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That \$50,000 shall be appropriated from the General Fund Fiscal Year 2010-2011 assignment to the MUNIS reserve account.

SECTION 2. That \$50,000 shall be appropriated from the General Fund Fiscal Year 2011-2012 balance to the MUNIS reserve account to complete funding of the fourth contract amendment with Tyler Technologies in addition to funding required hardware purchases from other vendors and a reserve for unforeseen implementation costs.

SECTION 3: The City Clerk of said City is hereby directed and instructed to correct the budget records of said City for Fiscal Year 2011-12 in accordance with the above modification.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 21st day of February, 2012.

Mike Gin, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1202-583 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 21st day of February, 2012, by the following vote:

AYES:

NOES:

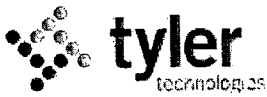
ABSENT:

ABSTAIN:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney



Quoted By: Christina Hendrickson
Date: 01/20/2012
Quote Expiration: 01/17/2012
Quote Name: Additional Modules and Services
Quote Number: 26635

Sales Quotation For:

Mr. Christopher Benson
 City of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277

Phone: (310) 318-0658 x 1
Fax: (310) 937-6601
Email: chris.benson@redondo.org

1 Software

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total	
OF-TCMSE-SW-E	TCM SE-Software-E	1.00	\$30,000.00	\$30,000.00	\$6,000.00	\$24,000.00	
RB-TC-SW-E	Tyler Cashiering - Software - E	1.00	\$32,000.00	\$32,000.00	\$6,400.00	\$25,600.00	
TF-AA-SW-E	Tyler Forms Adobe Adjustment - Software - E	1.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	
TF-GD-GD-E	Tyler Forms-GoDocs-E	1.00	\$5,000.00	\$5,000.00	\$1,000.00	\$4,000.00	
WEB-MSH-CR-SW-E	Citizen Self Service - Software - E	1.00	\$22,000.00	\$22,000.00	\$4,400.00	\$17,600.00	
Total:						\$18,800.00	Total: \$72,200.00

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total	
MISC-SV-001	Form - Upgrade PO to XML	1.00	\$500.00	\$500.00	\$0.00	\$500.00	
MISC-SV-002	Form - Upgrade STMT to XML	1.00	\$500.00	\$500.00	\$0.00	\$500.00	
OF-TCMSE-CV-CF-E	TCM SE Forms GoDocs Conversion (Existing Clients)E	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	
OF-TCMSE-INST	TCM SE - Installation (Existing or ASP Clients)	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	
SVC-TVL-EST	Estimated Travel Expenses	1.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	
TF-GD-CF	Tyler Forms GoDocs Configuration	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	
WEB-MSH-SELF-INS	Self Service Installation Fee (Client Hosted)	1.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	
Total:						\$0.00	Total: \$20,500.00

Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
MISC-CO-001	Permit & Planning BPR	5.00	\$1,275.00	\$6,375.00	\$0.00	\$6,375.00
Total:						\$6,375.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
OF-TCMSE-TR-E	TCM SE-Implementation/Training/PM - E	6.00	\$1,175.00	\$7,050.00	\$0.00	\$7,050.00

RB-TC-TR-E	Tyler Cashiering - Training - E	6.00	\$1,175.00	\$7,050.00	\$0.00	\$7,050.00
WEB-MSH-CR-TR-E	Citizen Self Service - Training - E	4.00	\$1,175.00	\$4,700.00	\$0.00	\$4,700.00
						Total:
						\$18,800.00
		Total	Total	Total	Total	Total
		Other Services:	Consulting:	Training:	Conversion Services:	Services:
		\$20,500.00	\$6,375.00	\$18,800.00	\$0.00	\$45,675.00
					Total Training Days:	Total Consulting Days:
					16	5

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
OF-TCMSE-DR-E	TCM SE Disaster Recovery Service - E	1.00	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00
OF-TCMSE-SP-E	TCM SE-Support-E	1.00	\$5,400.00	\$5,400.00	\$0.00	\$5,400.00
RB-TC-SP-E	Tyler Cashiering - Support - E	1.00	\$5,760.00	\$5,760.00	\$0.00	\$5,760.00
TF-AA-SP-E	Tyler Forms Adobe Adjustment - Support - E	1.00	\$500.00	\$500.00	\$0.00	\$500.00
WEB-MSH-CR-SP-E	Citizen Self Service - Support - E	1.00	\$3,960.00	\$3,960.00	\$0.00	\$3,960.00
						Total:
						\$0.00
						Total:
						\$23,120.00

4 Hardware

Model #	Description	Quantity	Price	Extended Price	Discount	Hardware Total
VAR-CASH-HDW-3610	ID Tech MiniMag USB Reader	2.00	\$62.00	\$124.00	\$24.00	\$100.00
						Total:
						\$24.00
						Total:
						\$100.00

Summary

	Fees	Maintenance
Total Software	\$72,200.00	\$23,120.00
Total Services	\$45,675.00	
Total Hardware	\$100.00	
Summary Total	\$117,975.00	\$23,120.00

Comments

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

Prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use, excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred

by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

There are a number of special considerations for a TCM conversion; # document types, # of fields per document type, # of sources are we converting from, data format and more. To determine the costs for Conversion services we include a consultant who will analyze and determine the cost to convert to Tyler Content Manager. One day of implementation is needed to determine the metadata/indexes fields and configuration of TCM.

TCM Conversion Service Definition

Tyler will generally convert relevant documents and useful data from a client's legacy system as a part of the TCM conversion/installation process. The Investment Summary contains an estimated cost for the project based on the assumptions below and our experience in performing similar successful conversions. The Client will be billed for actual conversion services provided by Tyler.

Content management conversion service is for data and images stored in some kind of standardized database. Our estimated cost for conversion allows up to 200,000 documents per data source. Clients are responsible for letting us know in advance how many data sources we are converting and the number of documents to prepare our estimated costs. Each individual source of data is a unique conversion and will be priced accordingly. Clients are responsible for extracting their legacy data and providing files for TCM Conversions. Tyler can provide detailed conversion data specification documents to Client's technical staff.

The Client must adhere to the rules as stated in the TCM conversion data and image specifications provided to the client at the Project Kickoff. Tyler Technologies will create the file that maps the data to the images. The client is responsible for providing the definition for how it is mapped as well as ensuring that the above image requirements are met.

The conversion service fees listed in the Investment Summary are based upon the following assumptions to your response and answers you provided to our Tyler Content Manager Conversion Questionnaire. – See answers on questionnaire exhibit

TCM SE Disaster Recovery includes up to 100GB of storage, should additional storage be needed it may be purchased as needed at an annual fee of \$1,000 per 100GB with a total cap of storage at 750GB.

Please Note - The City's 2013 Tyler Forms annual support will be increased to reflect the adjustment from this quote, which in this case the amount will be \$2500.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O. #:	_____

All primary values quoted in US Dollars

**THIRD AMENDMENT TO
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND TYLER TECHNOLOGIES, INC.**

This Third Amendment to Agreement for Project Services (this "Third Amendment") is made between the City of Redondo Beach ("Client") and Tyler Technologies, Inc., a Delaware corporation ("Tyler").

WHEREAS, on December 7, 2004, the parties hereto entered into that certain Agreement for Project Services between the City of Redondo Beach and Tyler Technologies, Inc. - MUNIS Division, (the "Agreement"); and

WHEREAS, on July 19, 2005, the parties hereto entered into a First Amendment ("First Amendment") to increase the City's liability for travel cost to \$67,186; and

WHEREAS, on September 19, 2006, the parties hereto entered into the Second Amendment ("Second Amendment") to terminate three modules; Bids and Quotes, GASB34 Reporting, Time Keeping Interface including their annual maintenance and terminate the maintenance on a second cashiering station; and

WHEREAS, the parties wish to further amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Agreement shall be modified to terminate the following listed modules from the contract. There shall be no refund of fees already paid; however, any remaining billing for the items shall not be due from Client to Tyler. The maintenance for the following items will also no longer be billed moving forward;

- a. Work Orders
- b. MUNIS Online for Employees
- c. MUNIS Online for Citizen Requests
- d. MUNIS Online for Miscellaneous Revenue Payment
- e. MUNIS Online for Vendors

2. Except as expressly, stated herein, the Agreement and prior amendments shall remain unchanged and in full force and effect. The Agreement, the prior amendments, and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral agreement. In the event of any inconsistency between the terms of this Third Amendment and the terms of the Agreement or prior amendments, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties hereby have executed this Third Amendment as of this 16th day of September, 2008.

CITY OF REDONDO BEACH

TYLER TECHNOLOGIES, INC.

Mayor

By: 

Title: PRESIDENT - FMS DIVISION

APPROVED AS TO FORM:

ATTEST:



Assistant City Attorney

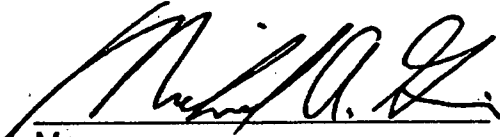
City Clerk

SIGNATURES:

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment as of the day, month and year first above written.

CITY OF REDONDO BEACH

TYLER TECHNOLOGIES, INC. -
MUNIS DIVISION



Mayor

By: 

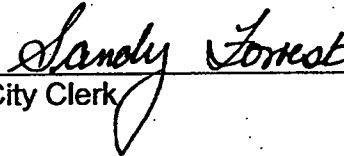
Title: President MUNIS DIVISION

APPROVED AS TO FORM:

ATTEST:



FDR Assistant City Attorney's OFFICE



City Clerk

**SECOND AMENDMENT TO
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND TYLER TECHNOLOGIES, INC.**

This Second Amendment to Agreement for Project Services (this "Amendment") is made between the City of Redondo Beach ("Client") and Tyler Technologies, Inc. - MUNIS Division ("Tyler"), a Delaware corporation.

WHEREAS, on December 7, 2004, the parties hereto entered into that certain Agreement for Project Services between the City of Redondo Beach and Tyler Technologies, Inc. - MUNIS Division, (the "Agreement");

WHEREAS, the parties wish to amend the Agreement upon the products contained herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Agreement shall be modified to terminate the following listed modules from the contract. There shall be no refund of fees already paid; however, any remaining billing for the items shall not be due from Client to Tyler. The maintenance for the following items will also no longer be billed moving forward.

- a. Bids and Quotes
- b. The GASB34 Reporting module
- c. The timekeeping interface

2. Client also wishes to terminate maintenance on the second cashiering station. The extra station will be used as a backup to the cashiering station located in cashiering.

3. This Amendment shall be governed by the terms of the Agreement

4. Except as explicitly modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

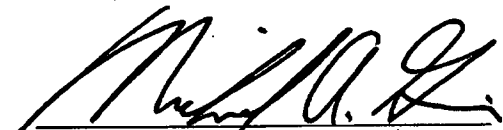
IN WITNESS WHEREOF, the parties hereby have executed this Amendment as of this 19th day of September, 2006.

SIGNATURES:


IN WITNESS WHEREOF, the parties have executed this Agreement Amendment as of the day, month and year first above written.

CITY OF REDONDO BEACH

TYLER TECHNOLOGIES, INC. -
MUNIS DIVISION



Mayor

By: 

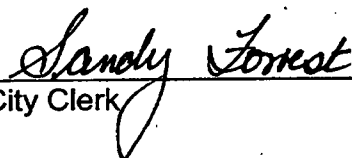
Title: President, MUNIS DIVISION

APPROVED AS TO FORM:

ATTEST:



FOR Assistant City Attorney's OFFICE



City Clerk

**FIRST AMENDMENT TO
AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF
REDONDO BEACH AND TYLER TECHNOLOGIES, INC.**

THIS First Amendment to Agreement for Project Services (this "Amendment") is made between the City of Redondo Beach and Tyler Technologies, Inc. - MUNIS Division, a Delaware corporation.

WHEREAS, on December 7, 2004, the parties hereto entered into that certain Agreement for Project Services between the City of Redondo Beach and Tyler Technologies, Inc. - MUNIS Division, (the "Agreement");

WHEREAS, the parties wish to amend the Agreement upon the terms and conditions herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 6.03 of the agreement is hereby amended to read as attached hereto and incorporated herein by reference.
2. This Amendment and the Agreement constitute the entire agreement between the parties concerning the subject matter hereof and supersede any previous oral or written agreement. This Amendment and the Agreement may be modified or amended only by a subsequent written instrument executed by all of the parties.

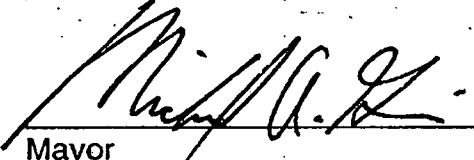
IN WITNESS WHEREOF, the parties hereby have executed this Amendment as of this 19th day of July, 2005.

City of Redondo Beach
First Amendment to Agreement for Project Services between the City of Redondo Beach and
MUNIS, Inc. / Tyler Technologies, Inc. - MUNIS Division

SIGNATURES:

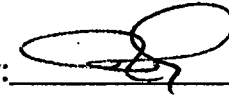
IN WITNESS WHEREOF, the parties have executed this Agreement Amendment as of the day, month and year first above written.

CITY OF REDONDO BEACH



Mayor

MUNIS, INC.
Tyler Technologies, Inc. - MUNIS Division

By: 

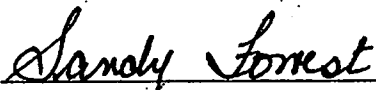
Title: PRESIDENT

APPROVED AS TO FORM:



Assistant City Attorney

ATTEST:



City Clerk

COMPUTER APPLICATION SOFTWARE LICENSE AND USE AGREEMENT

by and between

City of Redondo Beach

and

MUNIS, Inc.

pursuant to

Financial Management and Human Resources System

Request for Proposal

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

PREAMBLE 1

1.00 DEFINITIONS 1

 1.01 DEFINITION OF TERMS 1

 1.02 TERM 3

 1.03 INCLUDED DOCUMENTS 3

 1.04 DATE OF THE AGREEMENT 3

 1.05 TERMINATION 4

2.00 PROPERTY RIGHTS 4

 2.01 WARRANTY OF OWNERSHIP/RIGHT TO SELL SOFTWARE 4

 2.02 HOLD HARMLESS AND INDEMNIFICATION-SOFTWARE 4

 2.03 COPYRIGHT NOTICE 5

3.00 PROPRIETARY AND TRADE SECRET INFORMATION 5

 3.01 CUSTOMER'S PROTECTION OF LICENSED PROGRAMS AND MATERIALS, AND
 SYSTEM SOFTWARE 5

 3.02 DESIGNATION OF CONFIDENTIALITY 6

 3.03 CUSTOMER'S RIGHTS TO COPY LICENSED PROGRAMS 6

4.00 LICENSE GRANT 6

 4.01 SCOPE OF LICENSE 6

 4.02 LICENSED MATERIALS 7

 4.03 SCOPE OF SERVICES 7

 4.04 SITE OF SERVICES 7

 4.05 MODIFICATION OF SCOPE 7

 4.06 MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS 8

 4.07 LICENSED PROGRAM IMPLEMENTATION SCHEDULE 10

5.00	PROGRAM SUPPORT SERVICES	11
5.01	ON-GOING SUPPORT FOR LICENSED PROGRAMS.....	11
5.02	DATA CONVERSION.....	11
5.03	TRAINING.....	11
5.04	SYSTEM SUPPORT SERVICES.....	12
5.05	SCOPE OF SUPPORT SERVICES.....	12
5.06	OPERATING SYSTEM AND DATABASE ADMINISTRATION SUPPORT.....	13
5.07	IMPLEMENTATION SUPPORT SERVICES.....	14
5.08	FEES AND CHARGES FOR SUPPORT SERVICES.....	14
5.09	CUSTOMER RESPONSIBILITIES.....	14
5.10	PROPRIETARY RIGHTS.....	14
6.00	INSTALLATION, DELIVERY, AND ACCEPTANCE	15
6.01	INSTALLATION.....	15
6.02	ACCEPTANCE AND PAYMENT.....	15
6.03	PAYMENT SCHEDULE.....	16
6.04	APPLICABLE TAXES.....	19
6.05	OTHER CHARGES.....	19
6.06	DISCOUNTS.....	19
7.00	CUSTOMER RESPONSIBILITIES	20
7.01	CUSTOMER SUPPORT OF VENDOR.....	20
8.00	WARRANTY OF PERFORMANCE	20
8.01	COMPLIANCE WITH STATE AND FEDERAL AUDIT REQUIREMENTS.....	20
8.02	WARRANTY OF PERFORMANCE.....	20
8.03	LIQUIDATED DAMAGES.....	21
8.04	CORRECTION OF ERRORS UNDER THE WARRANTY.....	21
8.05	ORAL REPRESENTATIONS.....	21

8.06 PROGRESS REPORTS.....21

8.07 NO DISABLING CODE22

9.00 LIABILITY AND DEFAULT 22

9.01 LIABILITY22

9.02 BANKRUPTCY22

9.03 INSURANCE.....22

9.04 LIMITATION OF LIABILITY.....23

10.00 GENERAL PROVISIONS 23

10.01 ASSIGNMENT23

10.02 PERSONNEL CHANGES24

10.03 GOVERNING LAW.....24

10.04 INVOICE DISPUTE.....24

10.05 MEDIATION24

10.06 ARBITRATION.....25

10.07 ENTIRE AGREEMENT(S)/AMENDMENTS.....25

10.08 CONSTRUCTION.....25

10.09 SERVICE OF NOTICE25

SIGNATURES:..... 26

EXHIBIT A.....ERROR! BOOKMARK NOT DEFINED.

EXHIBIT B.....ERROR! BOOKMARK NOT DEFINED.

EXHIBIT C.....ERROR! BOOKMARK NOT DEFINED.

EXHIBIT D.....ERROR! BOOKMARK NOT DEFINED.

EXHIBIT E.....ERROR! BOOKMARK NOT DEFINED.

EXHIBIT F.....ERROR! BOOKMARK NOT DEFINED.

- EXHIBIT G**.....**ERROR! BOOKMARK NOT DEFINED.**
- EXHIBIT H**.....**ERROR! BOOKMARK NOT DEFINED.**
- EXHIBIT I**.....**ERROR! BOOKMARK NOT DEFINED.**
- EXHIBIT J**.....**ERROR! BOOKMARK NOT DEFINED.**
- EXHIBIT K**.....**ERROR! BOOKMARK NOT DEFINED.**

RESOLUTION NO. CC - 0412-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, APPROPRIATING \$1,081,326 TO THE FINANCIAL SERVICES DEPARTMENT AND \$200,460 TO THE INFORMATION TECHNOLOGY DEPARTMENT FROM THE GENERAL FUND FINANCIAL MANAGEMENT SYSTEM SET ASIDE

WHEREAS, the City's adopted budget needs to be modified to appropriate monies for expenditures related to the Financial Management/Human Resources System (FMHRS); and

WHEREAS, as of June 30, 2003 the City has set aside \$2,500,000 in the General Fund related to financial management system expenditures; and

WHEREAS, the City Council desires to appropriate \$1,281,786 from the General Fund financial management system set aside to fund the MUNIS, Inc., contract, hardware and software related to the financial management system, and the creation of an FMHRS reserve for staff backfill, MUNIS contingencies, and other miscellaneous software and hardware that may be needed to complete the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

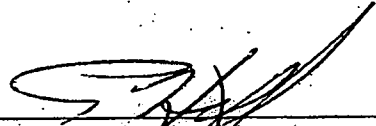
SECTION 1. That \$1,081,326 shall be appropriated from the General Fund financial management system set aside to the Financial Services Department to fund the MUNIS, Inc., contract and the FMHRS reserve.

SECTION 2. That \$200,460 shall be appropriated from the General Fund financial management system set aside to the Information Technology Department to fund hardware and software related to the FMHRS.

SECTION 3. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2004-2005 in accordance with the above modifications.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 7th day of December, 2004.



Gregory C. Hill, Mayor

ATTEST

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

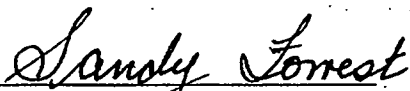
I, Sandy Forrest, City Clerk of the City of Redondo Beach California, do hereby certify that the foregoing Resolution No. CC-0412-141 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 7th day of December, 2004, by the following roll call vote:

AYES: Bisignano, Cagle, Szerlip, Schmalz, Parsons

NOES: None

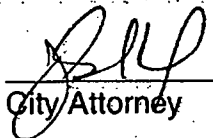
ABSENT: None

ABSTAIN: None



Sandy Forrest, City Clerk

APPROVED AS TO FORM:



City Attorney

RESOLUTION NO. CC-0412-144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING THE FISCAL YEAR 2003-2004 TRANSFER OF \$400,000 TO THE INFORMATION TECHNOLOGY INTERNAL SERVICE FUND FROM THE GENERAL FUND

WHEREAS, the City of Redondo Beach is closing its books for fiscal year ended June 30, 2004; and

WHEREAS, the Redondo Beach City Council desires to fund future emergency equipment upgrades; and

WHEREAS, the City Council wishes to transfer \$400,000 from the General Fund to the Information Technology Internal Service Fund.


NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the General Fund balance of \$400,000 shall be transferred to the Information Technology Internal Service Fund.

SECTION 2. Pursuant to Section 11(f) of the City Charter, the City Clerk is hereby directed to correct the budget records of said City for Fiscal Year 2004-2005 in accordance with the above modification.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 7th day of December, 2004.



Gregory C. Hill, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF REDONDO BEACH) SS

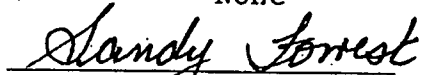
I, Sandy Forrest, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-0412-144 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 7th day of December, 2004, by the following roll call vote:

AYES: Bisignano, Cagle, Szerlip, Schmalz, Parsons

NOES: None


ABSENT: None

ABSTAIN: None



Sandy Forrest, City Clerk

APPROVED AS TO FORM:



City Attorney

PREAMBLE

This Agreement entered into this 7th day of December, 2004 by and between the City of Redondo Beach, a California municipal corporation located at:

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

hereinafter sometimes referred to as 'Customer' and MUNIS, Inc. a Maine corporation, with offices located at:

MUNIS, Inc.
370 U.S. Route One
Falmouth, ME 04105

hereinafter sometimes referred to as 'Vendor;'

WITNESSETH:

1.00 DEFINITIONS

1.01 DEFINITION OF TERMS

It is the Customer's understanding that, within the limits of common usage, a word in a contract means what the contract says it means.

For purposes of this Agreement, the following are defined terms:

- A. The term "System" shall mean the Licensed Programs and Materials.
- B. The term "Licensed Programs" shall mean a licensed information processing program or programs consisting of a series of instructions or statements which is machine readable commonly referred to as "application software" which is purchased from Vendor and is required in conjunction with the items covered by this Agreement. "Licensed Programs" include Enhancements and Updates thereto.
- C. The term "Licensed Materials" also referred to as "Materials," shall mean any materials related to the Licensed Programs including, without limitations, user's guides, technical guides, training materials, Vendor guidelines and customer support instructions provided for use in connection with the Licensed Programs. (It is the parties' mutual understanding that the term "Materials" is intended to be broader in scope than "documentation" which is often employed in computer agreements and is deemed to be too limiting in scope).

- D. The term "Licensed Programs and Materials" shall mean both the Licensed Programs and Licensed Materials as defined above.
- E. The term "System Software" shall mean manufacturer-supplied or other third-party licensed programs and materials that control hardware functions, commonly referred to as "operating systems", and file management utilities, compilers and programming languages, etc.
- F. The term "Functional Specifications" shall mean Vendor's response to the Customer's functional requirements, included in the Statement of Work and referred to as the "Matrix", and the then-current Licensed Materials. In the event of inconsistency between the afore-mentioned documents, the then-current Licensed Materials shall control through completion of the Verification Test and the Matrix shall control after completion of the Verification Test.
- G. The term "Enhancement" shall mean any program, any part thereof, or any materials not included in the Licensed Programs and Materials at the time of execution of this Agreement that add new functions or improved performance thereto by changes in system design or coding. The Customer acknowledges that Vendor reserves the right to cease supporting a prior version of the Licensed Programs ten (10) months after sending an Enhancement.
- H. The term "Use" shall include copying any portion of the Licensed Programs or Licensed Materials into a computer or transmitting them to a computer for processing of the instructions or statements contained in the Licensed Programs or Materials, subject to the terms of the Agreement.
- I. The term "Updates" shall mean program logic and documentation changes and improvements to correct known defects and maintain the operational quality of the Licensed Program and changes required to keep it current with current versions of the System Software or other environmental software, firmware, or hardware as specified by the hardware manufacturer. The Customer acknowledges that Vendor reserves the right to cease supporting a prior version of the Licensed Programs ten (10) months after sending an Update.
- J. The term "Statement of Work" shall include those documents attached to this agreement as Exhibit A.
- K. The term "Source Code" shall mean the Licensed Programs' source language.
- L. The term "Object Code" shall mean the machine-readable, executable form of the Licensed Programs that enables the hardware environment at the Customer's site(s) to perform the functions as defined by the Statement of Work.
- M. The term "Module" shall mean a subset of the packaged License Programs.
- N. The term "Power User" shall mean a Customer designated application expert or lead person with above average technical skills who shall receive additional application training. A Power User is entitled to coordinate questions and problems with Vendor trainers and support staff.

- O. The term "Final Acceptance" shall mean the date, in which the last Module contracted, will have passed the Verification Test.
- P. The term "Verification Test" shall mean Exhibit E – Verification Test.
- Q. The term "Error Correction" shall mean an Enhancement or Update that removes an Error or eliminates the practical adverse effect of an Error.
- R. The term "Error" shall mean any failure of the Licensed Programs to conform to the Functional Specifications.
- S. The term "Initiation" shall mean the first day of training in a particular phase.

1.02 TERM

The license to use the Licensed Programs is in perpetuity, notwithstanding provisions for termination of this Agreement detailed elsewhere herein.

1.03 INCLUDED DOCUMENTS

This Agreement is inclusive of the following documents, listed in the order of precedence, in the event that inconsistencies exist between the documents:

- A. Statement of Work – Exhibit A (including Vendor's response to Customer's RFP, RFC #1, and RFC #2)
- B. Investment Summary – Exhibit B
- C. Vendor's Travel Policy – Exhibit C
- D. Vendor Insurance Certificate(s) and mandatory endorsements – Exhibit D
- E. Verification Test – Exhibit E
- F. Support Call Process – Exhibit F
- G. Modifications – Exhibit G
- H. Adobe End User License Agreement – Exhibit H
- I. Annual Agreement for Operating System & Database Administration Support – Exhibit I
- J. Disaster Recovery Statement of Work – Exhibit J
- K. MUNIS Consulting Group Services – Exhibit K

1.04 DATE OF THE AGREEMENT

The effective date of the Agreement will be the date on which the last party signed the Agreement if both parties did not sign on the same date.

1.05 TERMINATION

Customer shall have the right to terminate maintenance and support services under this Agreement upon not less than sixty (60) days' advance written notice. Customer shall nonetheless remain obligated to pay all accrued charges owed at the time of termination under this Agreement.

The Vendor shall have the right to suspend all services under this Agreement, including maintenance and support services, when Customer fails to pay undisputed charges due within sixty (60) days of receipt of invoice. The Vendor shall thereafter reinstate services under this Agreement only upon payment of all past due charges. However, after the third such termination for non-payment, Vendor shall have the right to refuse reinstatement of services provided under this Agreement. Such refusal shall not relieve the Customer of its obligations to pay any outstanding charges and associated late fees.

In the event Vendor is unable to correct a material Error in a Module, Customer may terminate its license to the defective Module and receive a refund of the license fee paid for the defective Module.

Any failure by Customer or Vendor to comply with any material term or condition under this Agreement shall entitle the other party to give the party in default written notice requiring it to make good such default. Failure to make good such notified default within thirty (30) calendar days of such notice shall constitute breach of contract by the defaulting party and grounds for termination of this Agreement.

Customer shall pay Vendor for undisputed products and services delivered prior to such termination.

Upon termination of this Agreement at the election of the Customer, or at the election of the Vendor due to a breach by Customer of the provisions of this Agreement, Customer shall immediately cease use of, and return forthwith to Vendor, the Licensed Programs and Materials, and any copies or portions thereof, including Maintenance Modifications or Enhancements.

2.00 PROPERTY RIGHTS

2.01 WARRANTY OF OWNERSHIP/RIGHT TO SELL SOFTWARE

Vendor hereby stipulates that it is the sole owner of all Licensed Programs and Materials, and that it has the right to sell, lease, or grant and support such Licensed Programs and Materials, free and clear of any liens and encumbrances. Any and all legal actions regarding the Licensed Programs and Materials, or any previous version of them under any name, in the past fifteen (15) years has been fully disclosed to the Customer.

2.02 HOLD HARMLESS AND INDEMNIFICATION-SOFTWARE

Subject to the limitation of liability set forth herein, in the event of a claim that the Licensed Programs constitute an infringement of a copyright or patent, Vendor shall hold harmless and indemnify Customer and its officers, employees and agents, from every claim

or demand resulting therefrom. Vendor shall, at its own cost, risk and expenses, defend any claim on behalf of Customer and its officers, employees and agents and satisfy any judgment rendered against any of them, provided Customer promptly notifies Vendor of such claim at which time Vendor may then be responsible for and conduct its own defense against said claim. In the event that the Licensed Programs are held to be infringing and its use by Customer is enjoined, Vendor shall be responsible for replacing affected portion of the Licensed Program.

2.03 COPYRIGHT NOTICE

It is the Customer's understanding that under the Copyright Act of 1978, immediate and automatic copyright protection occurs upon completion of a work in a tangible form. Vendor has actionable right to claim infringement of its copyright of the Licensed Programs and Materials and/or System Software for up to two (2) years after any infringement thereof regardless of notice or lack thereof. Vendor will mark all copies of the Licensed Programs and Materials with a copyright notice indicating Vendor's ownership. Placing of such copyright notice shall not be deemed a publication or placement in the public domain.

Any and all Updates or Enhancements made to the System shall become and remain the sole property of the Vendor. Any such Updates or Enhancements made by Vendor shall be incorporated into the System and shall be supported by Vendor in a manner consistent with support of the rest of the System.

3.00 PROPRIETARY AND TRADE SECRET INFORMATION

3.01 CUSTOMER'S PROTECTION OF LICENSED PROGRAMS AND MATERIALS, AND SYSTEM SOFTWARE

It is the Customer's understanding that Licensed Programs and Materials, which the Vendor considers to be proprietary and a trade secret, and System Software, which the owner considers to be proprietary and a trade secret, will be treated by the courts as a trade secret if the Vendor's behavior toward the Licensed Programs and Materials and System Software, shows an effort to preserve the secret.

Customer will make reasonable effort by giving instruction to its employees to protect the confidential nature of the Licensed Programs and Materials and System Software by establishing written procedures for its employees and other persons permitted access to the Licensed Programs and Materials and System Software to follow in order to protect the Licensed Program and Materials and System Software from being acquired by unauthorized persons.

In the event Customer is asked to release the Licensed Programs, Licensed Materials, and/or System Software pursuant to a public disclosure law, Customer will notify Vendor of such fact as soon as possible. Vendor may challenge and defend such disclosure at its own cost.

3.02 DESIGNATION OF CONFIDENTIALITY

Confidential information shall mean all matters relating to the Customer's business which are disclosed by Customer to Vendor pursuant to the Agreement. All confidential information will be safeguarded and kept confidential by Vendor during the term of the Agreement to the same extent that Vendor safeguards confidential information relating to its own business. Vendor will instruct its employees to use the same care and discretion with respect to the Customer's confidential information that they use with respect to the Vendor's confidential information.

Customer acknowledges that the Licensed Programs and Materials and the System Software contain proprietary and confidential information. Information received by Customer under the Agreement will not be considered confidential if:

- (a) The information was in Customer's possession prior to the execution of the Agreement and not designated as confidential in the Vendor's response to the RFP;
- (b) The information was legally acquired from third parties and did not originate with Vendor or was in the public domain at the time it was disclosed;
- (c) The information was independently developed by Customer;
- (d) The information was disclosed to Customer by a third party with Vendor's approval.

3.03 CUSTOMER'S RIGHTS TO COPY LICENSED PROGRAMS

Customer shall not, without prior written consent of Vendor, copy in whole or in part, the Licensed Programs and Materials provided by Vendor under the Agreement for other than the Customer's need for a copy of the Licensed Programs and Materials for back-up purposes. The current version of the Licensed Programs may be copied onto different servers within the City to support production, test, and demonstration environments. The current version of the System Software (MUNIS GUI Runtime) may be copied for distribution purposes, subject to the term of this Agreement and the number of concurrent users set forth in the Investment Summary.

4.00 LICENSE GRANT

4.01 SCOPE OF LICENSE

Vendor hereby grants to Customer, for the term of the Agreement, a non-exclusive, nontransferable, non-assignable license (without the right of sublicense), to:

- Install, store, read, use, and execute the Licensed Program on computers owned or leased and used by Customer at its facilities, for an unlimited number of concurrent users for the sole and express purpose of supporting the internal business activities of Customer; and

- Use the Licensed Materials only in conjunction with installation and use of the Licensed Program.

The Licensed Programs are not licensed to perform processing for subdivisions or entities that were not disclosed to Vendor prior to the effective date of the Agreement.

4.02 LICENSED MATERIALS

At the point of delivery/installation, the Vendor shall furnish the Customer one (1) copy (on CD-ROM) of the Licensed Materials, which materials shall describe the Vendor's recommended use and application of the Licensed Programs.

4.03 SCOPE OF SERVICES

Vendor shall provide services as defined in this Agreement and the Statement of Work.

Upon the completion of each service day or group of days, Vendor will present a Customer Service Report to Customer. Customer shall either sign the report indicating delivery of the service day, or not sign the report and note reasons for Customer's not signing the report.

4.04 SITE OF SERVICES

Vendor's services are to be performed at location(s) within Customer's city unless specific work assignment calls for services to be performed at Vendor location(s). If services are provided at Vendor's location(s), Vendor shall provide office space and facilities to Customer staff commensurate with that provided its own employees engaged in similar activities. If services are provided at Customer's location(s), Customer shall provide office space and facilities to Vendor's staff commensurate with that provided to its own employees engaged in similar activities.

4.05 MODIFICATION OF SCOPE

Services specified in any future Project Work Specifications may be agreed to between the parties. Such services may include special studies; database and program conversion; data conversion; implementation planning, procedures and programs; installation evaluation; technical and user training; and specification preparation. Customer shall request such services in writing on a Vendor-developed, Customer-approved form and shall specify:

- 1) Nature of work to be performed;
- 2) Category of experience of each resource;
- 3) Date on which assignment is to begin;
- 4) Location of assignment;
- 5) Length of assignment, including due date;
- 6) Source of funds and authorized approval; and

7) Individual who will coordinate for Customer and Vendor.

Vendor shall use its best efforts to provide a written quotation for each service request within ten (10) working days following receipt by the Vendor of the Customer's request. Acceptance by Customer of Vendor quotation for each service request is subject to compliance with Customer's then existing purchasing ordinances and policies. The Customer will document for Vendor such ordinances' and policies' effect, if any, on the services. Upon acceptance by Customer and Vendor, such request shall be called "Additional Work Assignment".

Each Additional Work Assignment shall be governed by the terms and conditions of the Agreement, the terms and conditions of the Additional Work Assignment, and by such supplementary written amendments of the Agreement or the Additional Work Assignment as may be, from time to time, executed between the parties.

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of any Additional Work Assignment, the terms and conditions of the Additional Work Assignment shall govern.

No oral request for modification of services shall be binding on either party.

Further, the parties agree that their responsibilities under the Agreement will not be assigned, subcontracted, or licensed without the prior written consent of the other party.

Vendor is willing to provide Implementation and Consulting services at the same rates set forth in the Investment Summary for a period of two (2) years from the "Go Live" date reflected in the Statement of Work. After such two-year period has lapsed, rates for such services will be based upon Vendor's then-current rates (for similar agencies and similar services).

Vendor shall have the right to decline to perform work associated with a service request if in Vendor's sole opinion, Vendor believes that the product resulting from said service request will not result in an appropriate addition to the System or if Vendor does not have sufficient resources to properly complete the service request. If Vendor elects not to perform work contained in a service request, Vendor will notify Customer within ten (10) working days. If completion of the service request will result in increased support charges, Vendor agrees to notify Customer of the amount by which the support fees will increase as a result of said work. Vendor will provide this notification as a part of the quotation of costs.

4.06 MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS

Customer acknowledges that Customer's computers must meet or exceed the hardware and System Software specifications defined in the Statement of Work. The acquisition of necessary hardware and software meeting the requirements then in effect shall be the sole responsibility of Customer. Customer acknowledges that Vendor software support does not cover third party software unless otherwise specified.

Customer agrees such requirements are subject to change, and that future versions of the Licensed Programs may have different hardware and System Software requirements than those presently in effect. The acquisition of necessary hardware and System Software meeting the Vendor requirements then in effect shall be the sole responsibility of the Customer. Vendor shall provide Customer with a list of the hardware and System Software items and a reasonable amount of time (up to 180 days) in which to acquire said items.

4.07 LICENSED PROGRAM IMPLEMENTATION SCHEDULE

Vendor will implement the Licensed Programs in accordance with the following schedule:

Phase I Target Go Live: 06/30/05

Accounting, General Ledger, Budgeting, Accounts Payable
Project Accounting
Purchase Orders
Bids & Quotes
Contract Management
Requisitions
Fixed Assets
General Billing
Accounts Receivable/Cash Receipting
MUNIS Crystal Reports
MUNIS Office
Tyler Forms Processing
GASB 34 Reporting Module

Phase II Target Go Live: 12/31/05

Payroll
Personnel Management
Applicant Tracking
Timekeeping Interface

Phase III Target Go Live: 6/30/06

Permits & Code Enforcement
Business Licenses
Animal Licenses
Work Orders

Phase IV Target Go Live: 12/31/06

MUNIS Portal Executive Dashboard
MUNIS OnLine for Employees
MUNIS OnLine for Citizen Requests
MUNIS OnLine for Miscellaneous Revenue Payment
MUNIS OnLine for Vendors

5.00 PROGRAM SUPPORT SERVICES

5.01 ON-GOING SUPPORT FOR LICENSED PROGRAMS

Vendor shall provide continuing Error Correction to keep the Licensed Programs compatible with then-current supported versions of the platform (third party operating systems, database engines, and utilities) software specified in this Agreement.

5.02 DATA CONVERSION

Vendor shall be responsible for conversion of Customer's current data in machine-readable form, if any, to the format required by the Licensed Programs listed in the Statement of Work. Customer shall provide all requested data for conversion as outlined in the Statement of Work.

5.03 TRAINING

Vendor shall provide training directly to the various user-groups for the Licensed Programs at Customer facilities. Trainers shall be experienced and knowledgeable in the specific Modules in which they are providing training and familiar with the procedures in similar municipal environments to the Customer's. Furthermore, Vendor shall provide a comprehensive course outline for each training session at least two (2) weeks prior to the start of the session showing the course outline, who should attend, expected outcomes (in terms of student skills), and how skills will be assessed. In addition, Customer may request modifications or enhancements to the specific course outlines up to one (1) week prior to the start of a session, consistent with the business processes being designed into the System. Vendor will make reasonable effort to accommodate such changes.

Each training session will include a preliminary session which will be a more structured session targeting the Power Users of the Modules. The follow-up session will target all of the end-users, including the Power Users and shall be less structured to allow for more questions and answers to related situations the users encounter during productive use of the system.

Customer will provide a training area with no less than seven (7) networked workstations, tables, chairs, white board, projector, and other supplies such as paper, pencils, easel, etc. Vendor will provide necessary training materials and have session outlines and agendas for all training sessions, provided to Customer at least two (2) weeks in advance of the scheduled sessions.

Customer may request a replacement trainer if, in the reasonable opinion of Customer there is evidence that the trainer initially scheduled has been ineffective in conducting specific training sessions. If Vendor has been notified that a particular training session was ineffective because of the qualifications or techniques of the trainer and uses the same trainer in a subsequent session which also turns out to be ineffective, Customer will be entitled to withhold payment for the subsequent session until a makeup session with a qualified trainer can be completed.

The training dates identified in the Statement of Work may be modified only by mutual agreement after the schedule is developed by the Customer and Vendor.

In the event that the Customer cancels scheduled training dates (excluding force majeure events), with less than two (2) weeks' notice to Vendor, Vendor shall be compensated for all documented out-of-pocket expenses incurred for said training. In addition, in the event Vendor proves in writing it is unable to assign the trainer elsewhere, Customer will pay Vendor 100% of the total cost of the training rates for the days that were canceled.

In the event that the Vendor cancels scheduled training dates (excluding force majeure events), with less than two (2) weeks' notice to Customer, Customer shall be compensated for all documented out-of-pocket expenses incurred for said training. In addition, in the event Customer proves in writing it is unable to assign contracted services elsewhere, Vendor will pay Customer 100% of the total costs of the contracted services rates for the days that were cancelled.

5.04 SYSTEM SUPPORT SERVICES

In addition to training services, Vendor will provide system support services which shall include, but not be limited to, cooperating with Customer staff in configuring Customer acquired hardware and System Software as defined in Vendor's RFP response to support the Vendor's Licensed Programs, setting up tables and parameters for Customer's unique installation, preparing backup scripts to back up the databases for the applications with Vendor-approved backup solution, and training Customer's technical staff how to perform these tasks as well as diagnostic troubleshooting techniques for the Vendor's Licensed Programs. Should additional system support services be required, Vendor will respond to Customer request as outlined in Section 4.05 Modification of Scope.

5.05 SCOPE OF SUPPORT SERVICES

The Vendor shall use best efforts to correct Errors after notification by Customer, supply technical bulletins, updated user guides and other Licensed Materials as they are released by the Vendor, and supply Customer with Updates to the Licensed Program within thirty (30) days of their announced release. Vendor shall render software support during Vendor's normal working hours (8:00 AM to 8:00 PM EST, Monday through Friday, excluding federal holidays and the day following Thanksgiving) for the following:

- **Telephone Support** - Calls for assistance related to operation of the Licensed Program, reporting of a potential Error or abnormal termination of a program, or request for minor assistance related to the Licensed Program, all in accordance with the Support Call Process document attached hereto as Exhibit F
- **Support Enhancements** - Selected Enhancements, the nature and type of which shall be determined solely by the Vendor. Such provision shall not preclude Vendor from providing other Enhancements to the Licensed Program for license fees, training charges, and other related service fees and charges.
- **Source Code Maintenance** - Vendor has an escrow agreement in place with DSI Technology Escrow Services ("Escrow Agreement"). In the event the Customer

desires to enroll as a beneficiary, the Customer will pay the annual fee directly to DSI Technology Escrow Services. Provided Customer is a beneficiary to the Escrow Agreement, in the event that Vendor files for bankruptcy protection, Vendor or assigned trustee will provide Customer with a current copy of Customer's Source Code, including all Updates, Enhancements and modifications, at no additional charge.

- **Software Warranty** - Since Customer is obtaining software support from Vendor, and such software support is in effect without interruption from the effective date of this Agreement, Vendor will warrant the Licensed Program to be free of Errors for as long as the Customer maintains continuous software support with the Vendor for each of the Modules included herein. This warranty will be void in the event the Customer modifies the Licensed Programs without Vendor's prior written permission.
- **Error Correction** - When any Errors are identified by Customer or other licensed user of Vendor's Licensed Programs, Vendor will make and promptly distribute thoroughly tested Error Corrections along with detailed instructions as to how to apply the Error Corrections to the installed version of the Licensed Programs.

If an Error reported by Customer is determined to be caused by abuse, misuse, or unauthorized modifications and the proper use had been covered in a Vendor provided training session or in the then-current Licensed Materials, Vendor may charge Customer for the documented technician hours of work on the Error at the then current technician rates.

Vendor will give a Priority 0 Error immediate and continuous attention until such Priority 0 Error is corrected, which may go beyond the normal working hours as identified above.

- **Platform Protection** - As long as the Customer maintains continuous software support with the Vendor for each of the Modules included herein, Customer shall have the right to transfer the licenses for any and all Modules to any new hardware/platform environment (hardware and System Software as defined herein) then currently marketed and supported by the Vendor. Transferring of Licensed Programs and Materials shall be done with no charge for licensing fees to the Customer by the Vendor. Customer agrees to pay for any installation, data conversion and retraining costs which shall not exceed the hours charged to similar customers for similar tasks. Further, the Customer acknowledges and agrees such transfer may incur additional System Software fees.

5.06 OPERATING SYSTEM AND DATABASE ADMINISTRATION SUPPORT

Vendor will provide operating system and database administration support as described in Exhibit I. Operating system and database administration support outside the scope of Exhibit I is available at Vendor's then-current rate, currently One Hundred Twenty-Five

Dollars (\$125) per hour. In the event of inconsistency between this Agreement and Exhibit I, this Agreement will control.

5.07 IMPLEMENTATION SUPPORT SERVICES

The scope and sequence of the final implementation schedule will be determined by mutual agreement at the project initiation kickoff meeting to be scheduled as soon as practical following the execution of this Agreement.

5.08 FEES AND CHARGES FOR SUPPORT SERVICES

Customer shall pay Vendor Licensed Programs maintenance fees based on the annual rate specified in the Investment Summary in accordance with Section 6.03. Vendor will not increase Licensed Programs maintenance fees by more than 4% per year in years two (2) through (5), and 5% per year in years six (6) through (10).

5.09 CUSTOMER RESPONSIBILITIES

Customer shall be responsible for procuring, installing, and maintaining all computer equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Licensed Program per Hardware and System Configuration Specification in the Statement of Work, or as modified pursuant to paragraphs 4.06 Minimum Hardware and Software Requirements.

5.10 PROPRIETARY RIGHTS

To the extent that Vendor may provide Customer with any Updates or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works of the Licensed Programs prepared by Vendor, Customer may (1) install copies of the Licensed Programs adequate to serve the concurrent users specified in this Agreement, in the most current form provided by Vendor, in Customer's own facility; and (2) use such Licensed Programs in a manner consistent with the requirements of the Agreement, for purposes of serving Customer's internal business needs. Customer may not use, copy, or modify the Licensed Program, or make any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor, or as authorized elsewhere in this Agreement. The Licensed Programs are and shall remain the sole property of Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development.

6.00 INSTALLATION, DELIVERY, AND ACCEPTANCE

6.01 INSTALLATION

Installation of the Licensed Programs and test data shall be complete when selected Modules are copied onto the Customer's hardware environment and are fully operational for testing purposes and appropriately labeled media and documentation is presented to Customer as a complete system backup of the software Modules and data. The documentation shall include, but is not limited to, instructions as to how to completely re-install the contents of the media. Installation will include a fully functional test database, not necessarily with Customer converted data, which the Customer can use as a test-bed for experimentation and technical review.

6.02 ACCEPTANCE AND PAYMENT

Acceptance will be based on two factors: 1) That the Vendor has delivered and configured the Licensed Programs with converted Customer data, and 2) that the Licensed Programs perform consistent with the Functional Specifications.

Additional mutually agreed upon written acceptance criteria may be added by the Customer prior to the end of the Acceptance Period. The Customer shall accept the System at the close of the testing period by providing Vendor with written notification of acceptance unless Vendor fails to meet acceptance criteria.

If the Customer identifies any Priority 0 or 1 Error in the performance of the Licensed Programs (not related to a Customer network, hardware or system utility software malfunction), the Vendor shall be given the opportunity to extend the Acceptance Testing Period for up to thirty (30) business days during which to correct such Priority 0 and/or 1 Error(s). If after such time such Error(s) is not remedied to the Customer's reasonable satisfaction, the Customer may terminate the Agreement or its license to a Module in accordance with Section 1.05.

In the event the Vendor is rejected during the Acceptance Period, costs for system removal, additional labor, insurance, etc., will not be paid by the Customer.

6.02.1 ACCEPTANCE TESTING

Once the hardware and System has been delivered, installed, and configured, and the Vendor has converted any relevant Customer data and trained the designated staff, and one backup person to operate the basic components of the proposed Licensed Programs, at least seven (7) days prior to Go Live by phase, the Acceptance Period can begin. During the Acceptance Period, Customer will test all delivered Modules by executing any or all of the features contained in the Matrix. During this time, the Vendor will provide access to a qualified technician either on-site or via telephone and dial-in modem to assist City in the testing of the Licensed Programs, at the rate set forth herein. Failure by the Customer to report any Priority 0 or 1 Errors within thirty (30) days of the start of Acceptance Testing shall mean tacit acceptance and will be treated as if the Customer has accepted the Module(s) in its entirety.

6.03 PAYMENT SCHEDULE

Payment will be authorized and processed by the Customer according to the following schedule:

- Installation, consulting and implementation services (including technical configuration, process consulting, project management and training) will be processed upon completion of the designated tasks and presentation to the Customer of an itemized invoice showing the specific tasks completed and the resources involved in each. Consulting and implementation services will be invoiced in half-day and full-day increments. Notwithstanding the foregoing, the Vendor will invoice consulting and implementation services fees as follows:
 - First ten (10) Phase I implementation and consulting days (\$10,250) upon completion of Phase I Acceptance Testing, not to exceed July 31, 2005
 - Second ten (10) Phase I implementation and consulting days (\$10,250) sixty (60) days from Phase IV Go Live, not to exceed March 30, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
 - First seven (7) Phase II implementation and consulting days (\$7,175) upon completion of Phase II Acceptance Testing, not to exceed January 31, 2006
 - Second seven (7) Phase II implementation and consulting days (\$7,175) sixty (60) days from Phase IV Go Live, not to exceed March 31, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
 - First six (6) Phase III implementation and consulting days (\$6,150) upon completion of Phase III Acceptance Testing, not to exceed July 31, 2006
 - Second six (6) Phase III implementation and consulting days (\$6,150) sixty (60) days from Phase IV Go Live, not to exceed March 31, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
 - First two (2) Phase IV implementation and consulting days (\$2,050) upon completion of Phase IV Acceptance Testing, not to exceed January 31, 2007
 - Second two (2) Phase IV implementation and consulting days (\$2,050) sixty (60) days from Phase IV Go Live, not to exceed March 31, 2007, provided Vendor has resolved all Priority 0 and 1 issues reported during such sixty-day period.
- Travel expenses will be processed upon presentation of an invoice which will include itemized details.

- Data Conversion fees as provided in the Investment Summary will be authorized and processed for payment on a Module by Module upon completion of conversion.
- Payment is due within thirty (30) days of receipt of undisputed invoice, unless Customer's City Council meeting schedule prevents Customer from making payment within thirty (30) days of receipt of undisputed invoice, in which case payment shall be due within sixty (60) days of receipt of undisputed invoice.

The Customer will pay to Vendor of \$116,048 upon execution of this Agreement that equals:

- 25% of the Licensed Programs license fees for all phases (\$50,259.50)
- 25% of the first annual Phase I Licensed Programs maintenance fees (\$2,913.50)
- 25% of the first annual OSDBA fee (\$3,000)
- 25% of the first annual Disaster Recovery fee (\$3,000)
- 25% of the Change Management Review/Implementation fee (\$7,500)
- 25% of the Chart of Account Design/Creation fee (\$3,750)
- 25% of the General Ledger Monthly Reconciliation Handbook fee (\$1,875)
- 25% of the Policy and Procedure Manuals (16 Primary Modules) fee (\$38,750)
- 25% of the System Administration Policy Manual fee (\$5,000)

The Customer will pay to Vendor of \$150,099.50 upon delivery of the Licensed Programs that equals:

- 50% of the Licensed Programs license fees for all phases, excluding MUNIS Portal Executive Dashboard (\$89,269)
- 75% of the first annual Phase I Licensed Programs maintenance fees (\$8,740.50)
- 75% of the first annual OSDBA fee (\$9,000)
- 75% of the first annual Disaster Recovery fee (\$9,000)
- 100% of the System Software license fees (\$30,990)
- 100% of the System Software maintenance fees (\$3,100)

The Customer will pay to Vendor of \$12,948.80 that equals 10% of the Phase I Licensed Programs license fees upon successful completion of the Verification Test. Unless the Licensed Programs fail the Verification Test, this period shall not exceed sixty (60) days after delivery of the Licensed Programs.

The Customer will pay to Vendor of \$19,423.20 that equals 15% of the Phase I Licensed Programs license fees thirty (30) days from Phase I Go Live, not to exceed June 30, 2005, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period.

The Customer will pay to Vendor of \$7,722 upon Initiation of Phase II, not to exceed October 1, 2005, that equals:

- 10% of the Phase II Licensed Programs license fees (\$2,295)
- 100% of the first annual Phase II Licensed Programs maintenance fees (\$5,427)

The Customer will pay to Vendor of \$3,442.50 that equals 15% of the Phase II Licensed Programs license fees thirty (30) days from Phase II Go Live, not to exceed December 31, 2005, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period.

The Customer will pay to Vendor of \$9,657 upon Initiation of Phase III, not to exceed April 1, 2006, that equals:

- 10% of the Phase III Licensed Programs license fees (\$2,610)
- 100% of the first annual Phase III Licensed Programs maintenance fees (\$7,047)

The Customer will pay to Vendor of \$3,915 that equals 15% of the Phase III Licensed Programs license fees thirty (30) days from Phase III Go Live, not to exceed June 30, 2006, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period.

The Customer will pay to Vendor of \$11,250 upon installation of the MUNIS Portal Executive Dashboard Module, not to exceed September 1, 2006, that equals 50% of the MUNIS Portal Executive Dashboard license fee.

The Customer will pay to Vendor of \$6,300 upon Initiation of Phase IV, not to exceed October 1, 2006, that equals:

- 10% of the Phase IV Licensed Programs license fees (\$2,250)
- 100% of the first annual MUNIS Executive Dashboard maintenance fee (\$4,050)

The Customer will pay to Vendor of \$15,875 thirty (30) days from Phase IV Go Live, not to exceed December 31, 2006, provided Vendor has resolved all Priority 0 and 1 issues reported during such thirty-day period. Such sum equals:

- 15% of the Phase IV Licensed Programs license fees (\$3,375)
- 100% of the first annual MUNIS OnLine for Miscellaneous Revenue Payment fee (\$6,250)
- 100% of the first annual MUNIS OnLine for Vendors fee (\$6,250)

The balance of the MUNIS Consulting Group services (Change Management Review/Implementation, Chart of Account Design/Creation, General Ledger Monthly Reconciliation Handbook, Policy and Procedure Manuals (16 Primary Modules), System Administration Policy Manual) fees are due upon completion of the associated service.

Fees for Enhancements are payable 50% upon delivery of specifications and 50% upon delivery of Enhancement.

In the event a milestone date is postponed due to action or inaction of Vendor, the associated payment will be postponed the corresponding number of days. In the event a milestone date is postponed due to action or inaction of the Customer (other than due to force majeure), the associated payment will be due on the date indicated herein.

6.04 APPLICABLE TAXES

The prices set forth in the Investment Summary do not include any applicable local, state or federal sales, use, excise, personal property or other similar taxes or duties. The Customer is liable for determining and remitting such taxes and duties. Taxes based upon net income or any other tax normally paid by the Vendor shall be the sole responsibility of the Vendor. Vendor shall download the Licensed Programs to the Customer. Vendor shall obtain and maintain during the duration of this Agreement, a Redondo Beach City Business License as required by the Redondo Beach Municipal Code.

6.05 OTHER CHARGES

Out-of-pocket expenses incurred by the Vendor for related travel, supplies, and other reasonable and customary expenses shall be paid by Customer. Such expenses shall be incurred in accordance with Vendor's then-current Business Travel Policy. Vendor's current Business Travel Policy is attached hereto as Exhibit C. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non-per diem expenses be requested, an administrative fee will be incurred.

6.06 DISCOUNTS

Vendor shall identify applicable discounts and discount time periods from published list prices for future Licensed Programs or additional copies of purchased Licensed Programs. Should any discounts be announced that would normally apply to the Customer after the Vendor's proposal but before the Agreement is signed, the Customer reserves the right to take the lesser of the proposed prices or the discounted prices.

7.00 CUSTOMER RESPONSIBILITIES

7.01 CUSTOMER SUPPORT OF VENDOR

Customer shall provide the following resources for Vendor's use in fulfillment of the Agreement:

- A. One qualified Customer staff coordinator assigned to work with the Vendor's representative on the installation of the Licensed Programs, acceptance, training, conversion and maintenance. Customer representative shall have sufficient authority to make decisions for Customer consistent with Executive Steering Committee's direction. Customer understands that Vendor will rely upon a staff member having such authority.
- B. The availability of Customer's personnel upon reasonable request of Vendor to answer questions and advise Vendor on Customer's facilities, operations and requirements.
- C. Adequate office space at Customer's premises for Vendor personnel.
- D. The Vendor shall convert data from Customer's site as per Vendor's data schema specifications document.
- E. Upon completion of installation and training, and final acceptance, Customer shall be solely responsible for the operation and management of the Licensed Programs and Projects.
- F. In the event Customer uses the Licensed Programs on a UNIX platform, Client shall maintain for the duration of the Agreement an Internet (TELNET) connection. In the event Customer uses the Licensed Programs on a NT platform, Customer shall maintain a dialup connection through PC-Anywhere. Vendor, at its option, shall use the connection to assist with problem diagnosis and resolution.

8.00 WARRANTY OF PERFORMANCE

8.01 COMPLIANCE WITH STATE AND FEDERAL AUDIT REQUIREMENTS

As long as Customer maintains continuous Vendor support for the Modules included herein, Vendor shall ensure that all software Modules will comply with any and all then current State and Federal audit requirements, such that Customer will not be liable for program flaws which may violate any such requirements.

8.02 WARRANTY OF PERFORMANCE

As long as Customer maintains continuous Vendor support for the Modules included herein, the Vendor shall warrant for a period equal to the term of the Agreement, commencing with the effective date of the Agreement, that the **Licensed Programs** will perform in accordance with its specifications as set forth in the Licensed Materials, if

properly used in the operating environment specified in the Vendor's RFP response. The Vendor warrants that all Modules fully integrate with one another being supplied by Vendor and that the minimum hardware specifications set forth in Vendor's RFP response are complete and suitable for the Licensed Programs. The Vendor's warranty of performance shall be based on the specifications, terms and conditions contained in the Agreement including Exhibits.

Customer shall promptly provide to Vendor such computer time and services as Vendor may require to permit investigation and, if necessary, correction and verification of Error(s).

8.03 LIQUIDATED DAMAGES

Time is of the essence in the Agreement. It is the understanding of the parties hereto that damages from delay are difficult, if not impossible, to predict in data processing installations. As such, provided Customer fulfills its responsibilities set forth in the mutually agreed Statement of Work, the Vendor agrees to pay Customer **five hundred dollars (\$500.00) per working day** as reasonable charges for each working day that a Module is not available for use in live production by the specified dates in this Agreement. This amount shall apply to all go live due dates established in the final Agreement unless waived by the Customer at its sole option. The Project Schedule may be modified only by mutual agreement of the Customer and Vendor. In no event shall the total damages exceed the total cost of the license fee of the Module in delay.

Customer and Vendor are not responsible for failure to fulfill their obligation under the Agreement due to causes beyond their reasonable control without the fault or negligence of such party. In the event that failure to meet the established deadline(s) is outside the control of either party to the Agreement, the deadline(s) will be extended to mutually agreeable date(s) as soon as possible. Such dates shall be attached, as amendment(s), to the final Agreement. Customer and Vendor shall mutually and reasonably agree on which causes are out of a party's control.

8.04 CORRECTION OF ERRORS UNDER THE WARRANTY

At no charge to the Customer, the Vendor will promptly correct Errors in the Licensed Programs according to the terms of this Agreement so that the Licensed Programs will perform as described in the Functional Specifications.

8.05 ORAL REPRESENTATIONS

No Customer or Vendor employee has the authority to bind either party to any oral representation or warranty.

8.06 PROGRESS REPORTS

The Vendor will complete a progress report form that itemizes the activities accomplished to date, the activities planned and any problems which have occurred or are anticipated

from the point of contract signing until Final Acceptance. The form's adequacy will be subject to Customer approval, in its reasonable discretion. Progress reports will be prepared weekly prior to Acceptance and bi-weekly thereafter by the Vendor and either mailed or e-mailed to the Customer. Progress reports will be discontinued when the implementation is complete, in accordance with the mutually agreed Statement of Work.

8.07 NO DISABLING CODE

Vendor warrants that the Licensed Programs contain no disabling or corrupting code which would either prevent productive use of the Licensed Programs during the term of this Agreement or that would damage or destroy Customer's data.

9.00 LIABILITY AND DEFAULT

9.01 LIABILITY

Customer shall in no event be liable to the Vendor or other person claiming damages as a result of the Customer's use of the Licensed Programs and Materials in conformity of this Agreement, whether direct or indirect, special or general, consequential, or incidental or arising from loss of profits, provided that this provision shall not apply to any claim, demand, loss or action alleging that any Enhancements or Updates made by Vendor to the Licensed Programs and Materials infringe any third-party rights in the United States.

properly used in the operating environment specified in the Vendor's RFP response. The Vendor warrants that all Modules fully integrate with one another being supplied by Vendor and that the minimum hardware specifications set forth in Vendor's RFP response are complete and suitable for the Licensed Programs. The Vendor's warranty of performance shall be based on the specifications, terms and conditions contained in the Agreement including Exhibits.

Customer shall promptly provide to Vendor such computer time and services as Vendor may require to permit investigation and, if necessary, correction and verification of Error(s).

8.03 LIQUIDATED DAMAGES

Time is of the essence in the Agreement. It is the understanding of the parties hereto that damages from delay are difficult, if not impossible, to predict in data processing installations. As such, provided Customer fulfills its responsibilities set forth in the mutually agreed Statement of Work, the Vendor agrees to pay Customer **five hundred dollars (\$500.00) per working day** as reasonable charges for each working day that a Module is not available for use in live production by the specified dates in this Agreement. This amount shall apply to all go live due dates established in the final Agreement unless waived by the Customer at its sole option. The Project Schedule may be modified only by mutual agreement of the Customer and Vendor. In no event shall the total damages exceed the total cost of the license fee of the Module in delay.

Customer and Vendor are not responsible for failure to fulfill their obligation under the Agreement due to causes beyond their reasonable control without the fault or negligence of such party. In the event that failure to meet the established deadline(s) is outside the control of either party to the Agreement, the deadline(s) will be extended to mutually agreeable date(s) as soon as possible. Such dates shall be attached, as amendment(s), to the final Agreement. Customer and Vendor shall mutually and reasonably agree on which causes are out of a party's control.

8.04 CORRECTION OF ERRORS UNDER THE WARRANTY

At no charge to the Customer, the Vendor will promptly correct Errors in the Licensed Programs according to the terms of this Agreement so that the Licensed Programs will perform as described in the Functional Specifications.

8.05 ORAL REPRESENTATIONS

No Customer or Vendor employee has the authority to bind either party to any oral representation or warranty.

8.06 PROGRESS REPORTS

The Vendor will complete a progress report form that itemizes the activities accomplished to date, the activities planned and any problems which have occurred or are anticipated

from the point of contract signing until Final Acceptance. The form's adequacy will be subject to Customer approval, in its reasonable discretion. Progress reports will be prepared **weekly prior to Acceptance and bi-weekly thereafter** by the Vendor and either mailed or e-mailed to the Customer. Progress reports will be discontinued when the implementation is complete, in accordance with the mutually agreed Statement of Work.

8.07 NO DISABLING CODE

Vendor warrants that the Licensed Programs contain no disabling or corrupting code which would either prevent productive use of the Licensed Programs during the term of this Agreement or that would damage or destroy Customer's data.

9.00 LIABILITY AND DEFAULT

9.01 LIABILITY

Customer shall in no event be liable to the Vendor or other person claiming damages as a result of the Customer's use of the Licensed Programs and Materials in conformity of this Agreement, whether direct or indirect, special or general, consequential, or incidental or arising from loss of profits; provided that this provision shall not apply to any claim, demand, loss or action alleging that any Enhancements or Updates made by Vendor to the Licensed Programs and Materials infringe any third-party rights in the United States respecting copyright, trade secret, or patent.

9.02 BANKRUPTCY

The term "default" as used in this Agreement shall include the institution of proceedings by or against Vendor under federal or state bankruptcy laws and assignment or receivership for the benefit of creditors.

9.03 INSURANCE

Vendor, at its own cost and expense, shall purchase and maintain during the life of this Agreement a comprehensive liability policy that shall protect Vendor from claims for property damage and injuries to persons, including accidental death, in not less than the following amounts:

- General Liability including personal injury and property damage in the amount of \$1,000,000.
- Errors and Omissions in the amount of \$1,000,000.
- Automobile Liability, all automobiles, in the amount of \$1,000,000 for combined single limit.
- Workers' Compensation as required by the State of California.

Insurers require a current A.M Best rating of no less than A:VII and are authorized to transact insurance business in the State of California by the Department of Insurance.

In addition, Customer, its officers, elected and appointed officials, employees, and volunteers, shall be named as additional insured on such General Liability and Automobile Liability policies and shall be notified by the insurance carrier of any cancellation of coverage. Vendor further agrees during the life of this Agreement to maintain, at Vendor's expense, all necessary insurance for its employees, including, but not limited to, Workers' Compensation, disability, and unemployment insurance.

For any insurance claims under this Agreement caused by Vendor's sole negligence or sole willful misconduct, the Vendor's insurance coverage shall be primary insurance as respected the Customer, its officers, elected and appointed officials, employees and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, elected and appointed officials, employees, or volunteers, shall be excess of the Vendor's insurance.

Vendor shall furnish a certificate of insurance as well as amendatory endorsements countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. The countersigned certificate shall name the Customer as an additional insured as described herein. The certificate shall contain a statement of obligation on the part of the insurance carrier to notify Customer of any cancellation of the coverage at least thirty (30) days in advance of the effective date of any such cancellation. The certificate shall be furnished by Vendor to Customer prior to execution of this Agreement by Customer.

9.04 LIMITATION OF LIABILITY

In no event shall Vendor be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the Licensed Programs. Vendor's maximum 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 one and one half (1.5) times the total fees set forth in the Investment Summary. Such fees reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

10.00 GENERAL PROVISIONS

10.01 ASSIGNMENT

This Agreement may be assigned by Vendor to another person or organization that acquires all or substantially all of the assets of Vendor as long as all contractual provisions and responsibilities are assumed by the acquiring person or organization. Any other assignment by Vendor or any assignment by Customer shall be made only with the prior written consent of the other party which consent shall not be unreasonably withheld provided that in the event of such assignment the proposed assignee has agreed to be fully responsible for the assignor's obligations under this Agreement.

10.02 PERSONNEL CHANGES

To the extent that Vendor's removal and replacement of key personnel adversely affects Customer's project, as determined by Customer in its reasonable discretion, Vendor shall provide a cost-free transition period to familiarize new key personnel with Customer's project. Vendor shall not remove key personnel from Customer's project without Customer's prior written approval, not to be unreasonably withheld.

10.03 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

10.04 INVOICE DISPUTE

In the event of products or services Customer believes do not conform to this Agreement, Customer shall provide written notice to Vendor within thirty (30) calendar days of receipt of the applicable invoice. Customer is allowed an additional fifteen (15) calendar days to provide written clarification and details. Vendor shall provide a written response to Customer that shall include either a justification of the invoice or an adjustment to the invoice. Vendor and Customer shall develop a plan to outline the reasonable steps to be taken by Vendor and Customer to resolve any issues presented in Customer's notice to Vendor. Customer may only withhold payment of the amount actually in dispute until Vendor completes its action items outlined in the plan. Notwithstanding the foregoing, if Vendor is unable to complete its actions outlined in the plan because Customer has not completed its action items outlined in the plan, Customer shall remit full payment of the invoice.

Any invoice not disputed as described above shall be deemed accepted by Customer.

10.05 MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation after first exhausting all efforts to resolve disputes between the Customer and Vendor, internally. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association or other agreed-upon service.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than sixty (60) days, unless the maximum time is extended by the parties.

10.06 ARBITRATION

After mediation above, and upon agreement of the parties, any dispute or claim arising out of or relating to this Agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The costs of arbitration shall be borne equally by the parties.

10.07 ENTIRE AGREEMENT(S)/AMENDMENTS

This Agreement(s) constitutes the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein.

This Agreement(s) may not be amended except by writing signed by authorized representatives of Customer and Vendor and approved by Customer's City Council.

If any of the provisions of the Agreement(s) are declared to be invalid, such provisions shall be severed from the Agreement(s) and the other provisions hereof shall remain in full force and effect.

10.08 CONSTRUCTION

A term or condition of the Agreement can be waived only by written consent of both parties.

Title and paragraph headings contained in the Agreement are for convenient reference and do not constitute part of the Agreement and shall not affect the interpretation of the Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties to the Agreement and their respective successors and assigns.

10.09 SERVICE OF NOTICE

Any notice required or permitted to be sent under the Agreement shall be delivered by hand or mailed by registered mail, return receipt requested, to the addresses of the parties first set forth below.

Vendor: MUNIS, Inc.
 370 U.S. Route One
 Falmouth, ME 04105

Customer: City of Redondo Beach
 City Manager
 415 Diamond Street
 Redondo Beach, CA 90277

SIGNATURES:

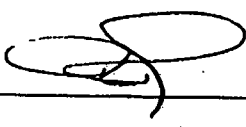
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF REDONDO BEACH



Mayor

MUNIS, Inc.

By: 

Name: Richard E. Peterson, Jr.

Title: President

Date: November 29, 2004

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies IDS Center, Suite 700 80 South 8 th Street Minneapolis, MN 55402	CONTACT NAME Trace Bishop or Dawn DeBurr
	PHONE (A/C, Ho, Ext. 612-333-3323) FAX (A/C, No) 612-373-7270
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID # TYLER-2
INSURER(S) AFFORDING COVERAGE	
INSURER A Charter Oak Fire Insurance Company	NAIC # 25615
INSURER B The Standard Fire Insurance Company	19070
INSURER C National Union Fire Insurance Co of Pittsburgh	19445
INSURER D Travelers Property & Casualty Ins. Co	
INSURER E	
INSURER F	

INSURED
Tyler Technologies, Inc.

Attn: Brian Miller
5949 Sherry Lane
Dallas, TX 75226

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6302299N830	03/01/11	03/01/12	EACH OCCURENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			BA2299N830	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
<input checked="" type="checkbox"/> COMP/COLL DEDUCT \$1,000			\$				
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP2298N830	03/01/11	03/01/12	EACH OCCURENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 15,000,000
	<input type="checkbox"/> DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCUB2298N83010	03/01/11	03/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			013319938	11/17/10	11/17/11	Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy (CGD247) when required by written contract. Notice of Cancellation (ILF026) - 60 days cancellation except 10 for non-payment

CERTIFICATE HOLDER

CIT41RE

CANCELLATION

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

Finance (Munis)

DATE (MM/DD/YYYY)
11/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies of New England 133 Federal Street 3rd Floor Boston, MA 02110 Thomas Honan	1-617-723-7775	CONTACT NAME: Brian Canto or Dawn DeBuhr PHONE (A/C No. Ext): 612-333-3323 FAX (A/C No): 612-373-7270 E-MAIL ADDRESS: ddebuhr@hayscompanies.com PRODUCER CUSTOMER ID #: TYLER-2
INSURED Tyler Technologies, Inc. Attn: Brian Miller 5949 Sherry Lane Dallas, TX 75225	INSURER(S) AFFORDING COVERAGE	
	INSURER A: CHARTER OAK FIRE INS CO	
	INSURER B: TRAVELERS PROP CASUALTY CO OF AMER	
	INSURER C: THE STANDARD FIRE INS CO	
	INSURER D: NATIONAL UNION FIRE INS CO OF PITTS	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24088427

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6302299N830	03/01/11	03/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP/COLL DED. \$1,000		BA2299N830	03/01/11	03/01/12	COMBINED SINGLE LIMIT - (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2298N830	03/01/11	03/01/12	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	03/01/11	03/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY		013404138	11/17/11	11/17/12	AGGREGATE 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder, its officers, elected and appointed officials, employees and volunteers are listed as Additional Insureds under the General Liability policy (CGD247) when required by written contract. Notice of Cancellation (ILF026) 60 days cancellation except 10 for non-payment

CERTIFICATE HOLDER

CANCELLATION

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ddebuhr@boston
ACORD 25 (2009/09)
24088427

The ACORD name and logo are registered marks of ACORD

© 1988-2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110	CONTACT NAME: Moira Crosby PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: mcrosby@hayscompanies.com												
INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano TX 75024	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A Atlantic Specialty Insurance</td> <td>27154</td> </tr> <tr> <td>INSURER B Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C Lloyds of London Syndicates</td> <td>37090</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A Atlantic Specialty Insurance	27154	INSURER B Trumbull Insurance Company	27120	INSURER C Lloyds of London Syndicates	37090	INSURER D:		INSURER E:		INSURER F:	
INSURER A Atlantic Specialty Insurance	27154												
INSURER B Trumbull Insurance Company	27120												
INSURER C Lloyds of London Syndicates	37090												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 11.1.16-3.1.17 GL, Auto, **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY A CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		711013784-0003	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY A <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		711013784-0003	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR A EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		711013784-0003	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	08WERI2592	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<input checked="" type="checkbox"/>	C Professional Liability		B0621PTYLE000216	11/17/2016	11/17/2017	Occurrence Limit \$20,000,000
<input checked="" type="checkbox"/>	C Professional Liability		B0621PTYLE000216	11/17/2016	11/17/2017	Aggregate Limit \$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder its officers elected and appointed officials employees and volunteers are listed as Additional Insureds under the General Liability policy (CGD247) when required by written contract.
Notice of Cancellation (ILF026) ? 60 days cancellation except 10 for non-payment

CERTIFICATE HOLDER

City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James Hays/MCROSB