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3 **RESOLUTION NO. 2013-37**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**
7 **AUTHORIZING THE INTERIM VILLAGE MANAGER**
8 **TO EXECUTE THE LICENSING AGREEMENT AND**
9 **SUPPORT AGREEMENT WITH BS&A SOFTWARE;**
10 **PROVIDING FOR AN EFFECTIVE DATE.**
11

12
13 WHEREAS, since 2010, the Village has been utilizing YARDI for its financial
14 accounting system and since 2008, EnerGov for building permits and code compliance; and,
15

16 WHEREAS, the YARDI system lacks the functionality for municipal accounting
17 requirements, and it has no integration capabilities with EnerGov, resulting in standalone
18 systems requiring manual interface; and,
19

20 WHEREAS, information and pricing requests were sent out to providers of
21 governmental software packages and quotes were received from three vendors; and
22

23 WHEREAS, BS&A Software (hereinafter referred to as "BS&A") provided the best
24 quote and software application to integrate Accounting with Building and Code Compliance.
25

26
27 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
28 VILLAGE OF BISCAYNE PARK, FLORIDA:
29

30
31 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
32 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
33

34 **Section 2.** The Village Commission of the Village of Biscayne Park hereby
35 authorizes the Interim Village Manager to execute the Licensing Agreement and Support
36 Agreement for accounting software with BS&A Software. The agreements, in substantial form,
37 are attached and incorporated by reference into this resolution as exhibit 1 and exhibit 2.
38

39 **Section 3.** This Resolution shall become effective upon adoption.
40

41
42
43 PASSED AND ADOPTED this 10th day of September, 2013.
44

The foregoing resolution upon being put to a vote, the vote was as follows:



Noah Jacobs, Mayor

Mayor Jacobs: Yes
Vice Mayor Anderson: Yes
Commissioner Cooper: Yes
Commissioner Ross: Yes
Commissioner Watts: Yes

Attest:



Maria C. Camara, Village Clerk

Approved as to form:



Village Attorney

Proposal for Software and Services, Presented to...

Village of Biscayne Park, Miami-Dade County FL

August 28, 2013

Quoted by: Steve Rennell



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

BS&A Software
14965 Abbey Lane Bath MI 48808
(855) BSA-SOFT / fax (517) 641-8960
bsasoftware.com

Contents

Please return all pages, retaining a copy for your records.

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Attachments

Please retain for your records.

Hardware Requirements
SQL Server Pricing

Cost Summary

Application and Annual Service Fee prices based on an approximate population of 3,126. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase

General Ledger .NET	\$2,495	
Accounts Payable .NET	\$2,095	
Miscellaneous Receivables .NET	\$2,095	
Cash Receipting .NET	\$2,095	
Fixed Assets .NET	\$2,095	
Business Licensing .NET	\$1,745	
Building Department .NET	\$3,120	
	Subtotal	\$15,740

Implementation and Project Management

Services include:

- Analyzing customer processes to ensure all critical components are addressed
- Creating and managing the project schedule in accordance with the customer's existing processes and needs
- Providing a central contact between the customer project leaders, developers, trainers, IT staff, and other resources required throughout the transition period
- Coordinating and/or performing data extractions necessary for both testing and final conversions
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements
- Testing and reviewing converted data

\$1,000

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$750	
Custom import of vendor database	\$500	
	Subtotal	\$1,250

Training

- \$750/day
- Days quoted are estimates; you are billed for actual days used
- Additional training days will be charged at \$750/day plus expenses, if applicable.

Web Training for General Ledger, Accounts Payable, & Miscellaneous Receivables Setup	Days: 1		\$750
On-Site Training (with Village of El Portal) for General Ledger, Accounts Payable, Miscellaneous Receivables and Cash Receipting	Days: 1		\$750
On-Site Training (with Village of El Portal) for Building Department	Days: .5		\$375
On-Site Training for Building Department	Days: 2		\$1,500
On-Site Training for Business Licensing	Days: 1		\$750
Web Training for Fixed Assets, GASB Reporting & other Follow-up Training	Days: .5		\$375
	Total: 6.0	Subtotal	\$4,500

Cost Totals

Not including Annual Service Fees

Applications	\$15,740
Implementation and Project Management	\$1,000
Custom Import	\$1,250
Training	\$4,500

Total Proposed **\$22,490**

Travel Expenses **\$1,732**

On-site training is \$750 per day plus travel, estimated at \$1732, if required.

Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

General Ledger .NET	\$500
Accounts Payable .NET	\$420
Miscellaneous Receivables .NET	\$420
Cash Receipting .NET	\$420
Fixed Assets .NET	\$420
Business Licensing .NET	\$350
Building Department .NET	\$625
Total Annual Service, New Purchases	\$3,155

Optional Item(s)

Cash Receipting Hardware

	Quantity	Cost
Epson Series Receipt Printer*	\$700 x _____ = \$ _____	
APG Cash Drawer**	\$200 x _____ = \$ _____	
ImageTeam 2800 Handheld Linear Barcode Scanner	\$250 x _____ = \$ _____	

N/A
MC

This will add \$ _____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer. Ithaca receipt printers are not compatible with Vista or Windows 7. The Epson Series replaces the Ithaca brand and is fully compatible with those operating systems.*

***If using a previously-purchased receipt printer with the APG Cash Drawer, which brand will be used with the drawer?
___Epson ___Ithaca ___Other (please specify)_____*

Please provide the number of cash drawers that will be hooked up to the printer _____

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

- ___ Classroom training, \$195/person/day
- ___ On-site training (unlimited attendees), travel not included, \$750/day

Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization or training beyond the estimated number of days
2. .Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Maria C. Camara

9/11/13

Signature

Date

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: srennell@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

Questions? Please call Steve Rennell at (855) 272-7638 or email srennell@bsasoftware.com

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Prices good for a period of 90 days from date on quote

Licensing Agreement for BS&A Software .NET Program(s)

GL/BUDGETING
ACCOUNTS PAYABLE
CASH RECEIPTING
MISCELLANEOUS RECEIVABLES
FIXED ASSETS
BUSINESS LICENSING
BUILDING DEPARTMENT

A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement (the "Agreement") is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Licensor" and **Village of Biscayne Park, Miami-Dade County**, State of Florida, hereinafter referred to as the "Licensee".

The "Effective Date" shall be the date stated at the end of this Agreement.

WITNESSETH:

WHEREAS the Licensor is the owner of the copyrighted Software Program(s), as defined above;

WHEREAS the Licensee desires to obtain a license from the Licensor for use of the Program(s) (also sometimes referred to as the "Software") and agrees to operate the Program(s) pursuant to the guidelines, terms and conditions set forth herein and in the accompanying User's Manual(s); and

WHEREAS the Licensor desires to license the Program(s) pursuant to the guidelines, terms, and conditions as set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. Upon the payment of the License Fees (listed below) by the Licensee...

GL/Budgeting	\$2,495
Accounts Payable	\$2,095
Cash Receipting	\$2,095
Miscellaneous Receivables	\$2,095
Fixed Assets	\$2,095
Business Licensing	\$1,745
Building Department	\$3,120

...for a total of **\$15,740**, the Licensor grants perpetual, non-exclusive, non-transferrable license for the use of the Program(s) to the Licensee, subject to Licensee's compliance with the terms set forth in this Agreement. The Licensee is entitled to one copy of the Program(s).

2. The Licensee may make copies and install the Program(s) on as many computers of the Licensee as the Licensee wishes, provided the Program(s) is only used within the Licensee's organization to assist with the needs of the Licensee and otherwise in accordance with this Agreement.

3. Neither the Program(s) (or any portion thereof) nor this Agreement is transferable or assignable by the Licensee without prior written consent of the Licensor. The Licensee will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer the Program(s) or any portion thereof without prior written consent of the Licensor.
4. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
5. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
6. It is understood and agreed that if the Licensee defaults in the performance of any of the terms and fails to correct such default within 30 days after receipt of written notice from the Licensor, the Licensor shall have the right to terminate this Agreement and demand return of the Program(s) and all copies thereof. Upon such demand, the Licensee shall immediately stop using the Program(s) and return it to the Licensor together with all copies thereof and all other materials provided to the Licensee by the Licensor.
7. It is understood and agreed by both parties that the Program(s) is the property of the Licensor and the Licensor retains all rights therein.
8. This License is issued exclusively to **Village of Biscayne Park, Miami-Dade County** to be used only by the Licensee in support of the needs of **Village of Biscayne Park, Miami-Dade County** of the State of Florida for which the Program(s) encompassed by this agreement have been licensed. For avoidance of doubt, any expanded use of the Program(s), for example, in the event of annexation or desired shared services with other Municipalities, shall require consent of Licensor and an amended agreement with additional licensing fees.
9. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
10. The Licensor warrants and represents that: (i) the Program(s) is substantially the same as and performs substantially in the same manner as demonstration versions, manuals, and Licensor's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the Program(s) shall be free of material defects in workmanship and materials. Any claim under this warranty must be made within one year from the Effective Date. LICENSEE'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS WARRANTY SHALL BE, AT LICENSEE'S OPTION, TO HAVE LICENSOR USE REASONABLE EFFORTS TO REPAIR OR REPLACE THE NON-CONFORMING PROGRAM(S) SO AS TO RENDER IT CONFORMING TO THE WARRANTY OR, IN THE EVENT THAT IS NOT POSSIBLE TO RENDER IT CONFORMING WITH REASONABLE EFFORTS, TO RECEIVE A REFUND OF THE AMOUNT PAID FOR THE PROGRAM(S).

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. THE LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE PROGRAM(S) WILL MEET ANY OR ALL OF THE LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE PROGRAM(S) WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAMMING ERRORS IN THE PROGRAM(S) CAN BE FOUND IN ORDER TO BE CORRECTED.

THE LICENSOR'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE PROGRAM(S) BY THE LICENSEE, ANY THIRD PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE ABSOLUTELY LIMITED TO THE PURCHASE PRICE FOR THE PROGRAM(S). NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, THE LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR

CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE PROGRAM(S), ANY THIRD PARTY PERFORMANCE OR LACK THEREOF OR LICENSOR'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT OR USE.

11. The Licensee acknowledges that the Program(s) and other information relating thereto (including all customizations and modifications developed for the Licensee) disclosed to the Licensee pursuant to this Agreement (the "Proprietary Information") are owned by the Licensor and include trade secrets and other confidential and proprietary information of the Licensor, and the Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without the Licensor's prior written consent. Licensee shall safeguard the Proprietary Information to the same extent that it safeguards its own confidential materials or data, but in no event shall the standard implemented be less than industry standard Proprietary Information shall be used by Licensee solely as necessary in connection with the license and otherwise to fulfill its obligations under this Agreement. Licensee shall limit its dissemination of such Proprietary Information to persons within the Licensee's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. The obligation with regard to confidentiality hereunder shall not extend to any Proprietary Information which: (i) at the time of disclosure is in the public domain by publication or otherwise, through no fault of the Licensee; (ii) the Licensee can conclusively establish was properly in its possession prior to the time of disclosure to it; or (iii) is independently made available to the Licensee by a third party who has not violated a confidential relationship with the Licensor. Licensee may disclose Proprietary information to the extent it is required to be disclosed by legal process or under applicable law; provided that the Licensee uses reasonable efforts to timely inform the Licensor and permit the Licensor to attempt by appropriate legal means to limit such disclosure. The obligations set forth in this paragraph shall survive termination of the license granted herein.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Licensor and the Licensee agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.
13. U.S. Regulation and Government Rights.
 - a. The Program(s) is subject to export control laws applicable to Licensor's or Licensee's respective jurisdictions, including without limitation, the United States. Licensee acknowledges that the Program(s) is subject to all United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States and which prohibit export or diversion of certain products and technology to certain countries or individuals, including the Export Administration Act of 1979, as amended and/or any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, Bureau of Industry and Security. Licensee further acknowledges that the release of the Software to foreign nationals in the United States is a "deemed export" as that term is defined in the EAR and that such release may be a violation of the EAR. Licensee represents and warrants that Licensee will comply in all respects with the export and re-export restrictions applicable to the Software and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time. Furthermore, Licensee represents and warrants that Licensee will not export (directly or indirectly), re-export, divert or transfer any software, or documentation, materials, items, technology, or technical data related to the Program(s) to any destination, company, or person restricted or prohibited by foregoing export laws and regulations. Licensee undertakes, among other obligations, to determine any export licensing requirements, to obtain any export license or other official authorization, and to carry out any Customs or other governmental formalities for the export of the Software.
 - b. The Program(s) is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights"

and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Program(s) by the U.S. Government shall be solely in accordance with the terms of this Agreement.

Representing Licensor:

Steve Renuer

Date: ~~September 4, 2013~~ 9/20/13

Representing Licensee:

Maria P. Camara

Date: 9/13/13

Tax ID #: 59-6000277

Support Agreement for BS&A Software .NET Programs

GL/BUDGETING
ACCOUNTS PAYABLE
CASH RECEIPTING
MISCELLANEOUS RECEIVABLES
FIXED ASSETS
BUSINESS LICENSING
BUILDING DEPARTMENT

A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement (the "Agreement") is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Corporation" and **Village of Biscayne Park, Miami-Dade County**, State of Florida, hereinafter referred to as the "Village".

WITNESSETH:

WHEREAS the Licensor is the owner of the copyrighted Software Program(s) as defined below, which have been licensed to the Village under a Licensing Agreement; and

WHEREAS the Village and the Corporation desire to enter into this support agreement in connection with the Programs on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. For a one year period, commencing on the "Effective Date" as specified at the end of this document, the Corporation will provide at no charge to the Village unlimited Program updates and technical support during the Corporation's normal business hours.
2. Commencing one year from the date of this agreement, Program updates and technical support during the Corporation's normal business hours shall be available to the Village for a total fee of **\$3,155**, comprised of the following programs and related fees:

GL/Budgeting	\$500
Accounts Payable	\$420
Cash Receipting	\$420
Miscellaneous Receivables	\$420
Fixed Assets	\$420
Business Licensing	\$350
Building Department	\$625

The Corporation guarantees that the annual fee will not change for 2 years from the date of this agreement. After that date, the Corporation reserves the right to increase the fee by no more than the cumulative yearly CPI. This agreement shall automatically renew for additional one year terms unless either party provides the other with thirty days prior written notice of termination. The Village agrees that it is not entitled to any refund of fees paid under this agreement upon termination.

3. This Agreement is not transferable or assignable by the Village without prior written consent of the Corporation.

4. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
5. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
6. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the Village agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.
8. The terms and conditions in the Licensing Agreement are incorporated into this Agreement by reference.
9. The Corporation will not be responsible for, and its performance under this Agreement will be automatically postponed as a result of, delays beyond the control of the Corporation.

Representing Licensor:

Steve Pennell

Date: ~~September 4, 2013~~ 9/20/13

Representing Village:

Maria C. Camacho

Date: 9/13/13

Tax ID #: 59-6000277