

## Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2008-0682

Multi Year: ☐

Amount \$26,620.00

Contract Type:

Addendum

Contractor's Name:

Sungard Public Sector (HTE)

Contractor's AKA:

Execution Date:

Termination Date:

Renewal Date:

Department:

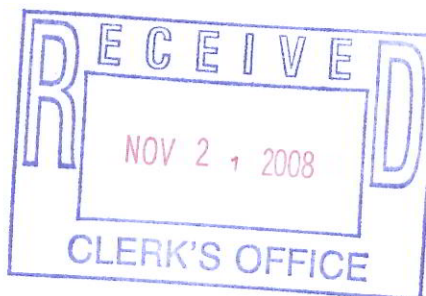
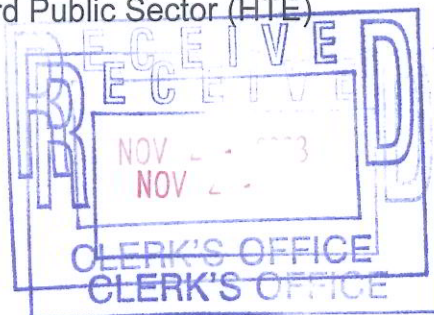
Administration/MIS

Originating Person:

Mary Klinger

Contract Description: Click2Gov Module + original SunGard contract 1992.

(Mary Klinger has original file)



MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

November 21, 2008

Ms. Michelle Sparrow  
Sungard Public Sector  
1000 Business Center Drive  
Lake Mary, Florida 32746

**RE: *Click2Gov Proposal dated October 20, 2008***

Dear Michelle:

Enclosed is a copy of the signed proposal dated October 20, 2008 for the Click2Gov module. This proposal should be attached to the original contract dated September 30, 1992 and all terms and conditions of original contract shall apply, as well as any modifications that have occurred to said contract. As we discussed, I will need a copy of your Certificate of Insurance if any employee of Sungard Public Sector/HTE physically works from our offices.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Mary Klinger

# SUNGARD® PUBLIC SECTOR

Village of Orland Park, IL (ORLA)

Investment Summary - Click2Gov

October 20, 2008

| Applications                           | License Fees       | Installation Fees | Training Fees | Annual Maintenance Fees |
|----------------------------------------|--------------------|-------------------|---------------|-------------------------|
| K2-Click2Gov-CX                        | \$ 14,500.00       | \$ 2,000.00       | \$ -          | \$ 2,900.00             |
| KL-One Point Core                      | \$ 3,350.00        | \$ 2,000.00       | \$ -          | \$ 670.00               |
| DC-Verisign Global Digital Certificate | \$ 1,200.00        | \$ -              | \$ -          | \$ -                    |
| <b>Totals</b>                          | <b>\$19,050.00</b> | <b>\$4,000.00</b> | <b>\$ -</b>   | <b>\$3,570.00</b>       |

License Fees

Installation Fees:

Training Fees:

Annual Maintenance Fees:

Hardware Appliance

Total

\$19,050.00

\$4,000.00

\$

\$3,570.00

TBD

\$26,620.00

## Payment Terms:

1. License fees and Hardware are due at contract execution date, signed quote or receipt of purchase order.
2. Installation Fees are due upon completion.
3. Annual Maintenance will be due 120 days from execution of SunGard Public Sector quote.
4. Travel, out of pocket and living expenses are not included in above pricing and will be invoiced as incurred.

## Notes:

1. It shall be the responsibility of the Customer to provide a web server to run the applicable Licensed Programs herein.
2. Customer shall be responsible for obtaining a valid registered domain name and IP address from an appropriate ISP service.
3. Core Module includes Weblogic for up to 2 CPU's. Additional processor \$1,250 & \$250 to the annual maintenance costs.
4. VeriSign requires an annual renewal of its Digital Encryption Module.
5. Pricing is for the application as-is. Any modifications or conversions will incur additional costs.



6. There is no testing and acceptance period. The SunGard Public Sector application warranty period is 120 days after the delivery date. "Delivery Date" means for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

7. This quote constitutes a Supplement to the existing Software License and Services Agreement signed by SunGard Public Sector Inc. and Customer. Except as provided herein, all terms of the Agreement remain in full force and effect.

8. Licensed Programs may be used in machine-readable object code form only. Source Code is not provided.

9. Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non-SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

10. Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

11. Additional hardware and/or third-party software may be required. For hardware specifications and information, please contact Shelly May at SPS VAR - smay@spsvar.com or (772) 871-9125.

12. Applicable taxes are not included in the above fees and if applicable, will be added to the amount in the payment invoices.

13. Please indicate that your purchase order is per the terms and conditions of this proposal dated October 20, 2008.

The pricing, terms and conditions in this quote will be honored provided this quote is fully executed by January 20, 2009.

Village of Orland Park  
14700 Ravinia Ave  
Orland Park, IL 60462



11/20/08

Paul G. Grimes

Authorized Signature

Date

Printed Name

Source PB 092508



# BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable  
14700 Ravinia Avenue  
Orland Park, Illinois 60462-3167  
Phone: (708) 403-6180  
Fax: (708) 403-9212



Page: 1

Purchase Order Number: 051323

Purchase Order Date: 11/21/08

## PURCHASE ORDER

To:

SUNGARD PUBLIC SECTOR  
1000 BUSINESS CENTER DRIV  
LAKE MARY, FL 32746

Ship to:

VILLAGE OF ORLAND PARK  
ATTN: DATA PROCESSING  
14700 RAVINIA AVENUE  
ORLAND PARK, IL 60462-3167

|                                                                                        |                        |                                                                                                                                                   |                                                                                                                                         |                          |                         |                                  |  |
|----------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|----------------------------------|--|
| <b>Vendor No.</b>                                                                      |                        | Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays. |                                                                                                                                         |                          |                         | Sales Tax Exempt # E9998 1807 05 |  |
| 6359                                                                                   |                        |                                                                                                                                                   |                                                                                                                                         |                          |                         |                                  |  |
| <b>Deliver By</b>                                                                      |                        | <b>Vendor Phone Number</b>                                                                                                                        |                                                                                                                                         | <b>Vendor Fax Number</b> |                         | <b>Terms</b>                     |  |
| 11/04/08                                                                               |                        | TEL# (800) 727-8088                                                                                                                               |                                                                                                                                         | FAX# (407) 304-3914      |                         | NET                              |  |
| <b>Confirm To</b>                                                                      |                        | <b>Confirm By</b>                                                                                                                                 |                                                                                                                                         | <b>Requisitioned By</b>  |                         |                                  |  |
|                                                                                        |                        | JUDY KONOW                                                                                                                                        |                                                                                                                                         |                          |                         |                                  |  |
| <b>Freight</b>                                                                         | <b>Contract Number</b> | <b>Account Number</b>                                                                                                                             | <b>Project</b>                                                                                                                          | <b>Requisition No.</b>   | <b>Requisition Date</b> |                                  |  |
|                                                                                        |                        | SEE BELOW                                                                                                                                         |                                                                                                                                         |                          |                         |                                  |  |
| <b>Line#</b>                                                                           | <b>Quantity</b>        | <b>UOM</b>                                                                                                                                        | <b>Item Number and Description</b>                                                                                                      | <b>Unit Cost</b>         | <b>Extended Cost</b>    |                                  |  |
| 1                                                                                      | 19400.00               | DL                                                                                                                                                | K2 C2G CX - ONLINE UTILITY BILL PAYMENTS MODULE<br>License fees - \$14,500<br>Installation fees - \$2,000<br>Maintenance fees - \$2,900 | 1.0000                   | 19400.00                |                                  |  |
| 2                                                                                      | 1.00                   | DL                                                                                                                                                | KL ONE POINT CORE MODULE<br>License fees - \$3,350<br>Installation fees - \$2,000<br>Maintenance fees - \$670                           | 6020.0000                | 6020.00                 |                                  |  |
| 3                                                                                      | 1.00                   | DL                                                                                                                                                | DC VERISIGN GLOBAL DIGITAL CERTIFICATE                                                                                                  | 1200.0000                | 1200.00                 |                                  |  |
|                                                                                        |                        |                                                                                                                                                   |                                                                                                                                         | SUB-TOTAL                | 26620.00                |                                  |  |
|                                                                                        |                        |                                                                                                                                                   |                                                                                                                                         | TOTAL                    | 26620.00                |                                  |  |
| REMARKS:<br>BOARD APPROVED 11/3/08 2008-0682<br>ATTN: MICHELLE SPARROW<br>678-213-3363 |                        |                                                                                                                                                   |                                                                                                                                         |                          |                         |                                  |  |
| *-----*                                                                                |                        |                                                                                                                                                   |                                                                                                                                         |                          |                         |                                  |  |
| * CONTINUED *                                                                          |                        |                                                                                                                                                   |                                                                                                                                         |                          |                         |                                  |  |
| *-----*                                                                                |                        |                                                                                                                                                   |                                                                                                                                         |                          |                         |                                  |  |

Authorized By: Judy Konow Faxed: 11-21-08 Phoned: \_\_\_\_\_ Mailed: \_\_\_\_\_  
JK

# BILL TO: VILLAGE OF ORLAND PARK

Attention: Accounts Payable  
14700 Ravinia Avenue  
Orland Park, Illinois 60462-3167  
Phone: (708) 403-6180  
Fax: (708) 403-9212



Page: 2

Purchase Order Number: 051323

Purchase Order Date: 11/21/08

## PURCHASE ORDER

\*-----\*  
\* CONTINUED \*  
\*-----\*

To:

SUNGARD PUBLIC SECTOR  
1000 BUSINESS CENTER DRIV  
LAKE MARY, FL 32746

Ship to:

VILLAGE OF ORLAND PARK  
ATTN: DATA PROCESSING  
14700 RAVINIA AVENUE  
ORLAND PARK, IL 60462-3167

|             |                     |                                                                                                                                                   |                             |                  |                  |                                  |  |
|-------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------|------------------|----------------------------------|--|
| Vendor No.  |                     | Your invoice MUST mirror the items on the Purchase Order. Failure to include the PO number on the invoice could result in invoice payment delays. |                             |                  |                  | Sales Tax Exempt # E9998 1807 05 |  |
| 6359        |                     |                                                                                                                                                   |                             |                  |                  |                                  |  |
| Deliver By  | Vendor Phone Number |                                                                                                                                                   | Vendor Fax Number           |                  | Terms            |                                  |  |
| 11/04/08    | TEL# (800) 727-8088 |                                                                                                                                                   | FAX# (407) 304-3914         |                  |                  |                                  |  |
| Confirm To  |                     | Confirm By                                                                                                                                        |                             | Requisitioned By |                  |                                  |  |
|             |                     |                                                                                                                                                   |                             |                  |                  |                                  |  |
| Freight     | Contract Number     | Account Number                                                                                                                                    | Project                     | Requisition No.  | Requisition Date |                                  |  |
|             |                     |                                                                                                                                                   |                             |                  |                  |                                  |  |
| Line#       | Quantity            | UOM                                                                                                                                               | Item Number and Description |                  | Unit Cost        | Extended Cost                    |  |
| <hr/>       |                     |                                                                                                                                                   |                             |                  |                  |                                  |  |
| REQ/ACCT    |                     | DATE                                                                                                                                              | REQ. BY                     |                  | PROJECT          | AMOUNT                           |  |
| <hr/>       |                     |                                                                                                                                                   |                             |                  |                  |                                  |  |
| 0000053246  |                     | 11/04/08                                                                                                                                          | M. KLINGER                  |                  |                  | 19400.00                         |  |
| 03114004156 | 015                 |                                                                                                                                                   |                             |                  |                  |                                  |  |
| 0000053246  |                     | 11/04/08                                                                                                                                          | M. KLINGER                  |                  |                  | 7220.00                          |  |
| 01011014996 | 015                 |                                                                                                                                                   |                             |                  |                  |                                  |  |
| <hr/>       |                     |                                                                                                                                                   |                             |                  |                  |                                  |  |

Authorized By:

*Judy Konow*

Faxed: 11/21/08

Phoned: \_\_\_\_\_

Mailed: \_\_\_\_\_



## Denise Domalewski

---

**From:** Mary Klinger  
**Sent:** Thursday, November 13, 2008 2:37 PM  
**To:** Denise Domalewski  
**Subject:** RE: HTE

Michelle B Sparrow \* Account Executive \* SunGard Public Sector \* 1000 Business Center Drive, Lake Mary, FL 32746  
Tel 678.217.0223 \* Mobile 678.977.4871 \* Fax 678.213.3363 \* [michelle.sparrow@sungardps.com](mailto:michelle.sparrow@sungardps.com) \* [www.sungardps.com](http://www.sungardps.com)

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**From:** Denise Domalewski  
**Sent:** Thursday, November 13, 2008 2:35 PM  
**To:** Mary Klinger  
**Subject:** HTE

Mary,

Who is your contact at HTE for this Click2Gov? I need name, phone, address and/or email.

I think we need insurance from them if someone is coming here to install.

*Denise*

Denise Domalewski \* Contract Administrator \* Village of Orland Park \* 14700 S. Ravinia Ave. \* Orland Park, IL 60462 \* 708-403-6173





# VILLAGE OF ORLAND PARK

14700 Ravinia Avenue  
Orland Park, IL 60462  
www.orland-park.il.us

## Master

File Number: 2008-0682

|                                                      |              |                                     |
|------------------------------------------------------|--------------|-------------------------------------|
| File ID: 2008-0682                                   | Type: MOTION | Status: PASSED                      |
| Version: 1                                           | Reference:   | Controlling Body: Board of Trustees |
| Department: Village Manager                          | Cost:        | File Created Date : 10/23/2008      |
| Agenda Entry: Click2Gov Software Purchase - Approval |              | Final Action: 11/03/2008            |

Title: **Click2Gov Software Purchase - Approval**

### Notes:

### Code Sections:

Agenda Date: 10/27/2008

### Indexes:

Agenda Number:

### Sponsors:

Res/Ord Date:

Attachments: SunGard Invoice

Res/Ord Number:

### Drafter:

Hearing Date:

Department clerk@orland-park.il.us  
Contact:

Effective Date:

## History of Legislative File

| Ver-<br>sion: | Acting Body:                                                                                                                                                                                                           | Date:      | Action:                    | Sent To:          | Due Date: | Return<br>Date: | Result: |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------|-------------------|-----------|-----------------|---------|
| 0             | Village Manager                                                                                                                                                                                                        | 10/23/2008 | INTRODUCED TO<br>COMMITTEE | Finance Committee |           |                 |         |
|               | Action Text: INTRODUCED TO COMMITTEE to the Finance Committee                                                                                                                                                          |            |                            |                   |           |                 |         |
| 0             | Finance Committee                                                                                                                                                                                                      | 10/27/2008 |                            |                   |           |                 |         |
| 1             | Village Manager                                                                                                                                                                                                        | 10/30/2008 | INTRODUCED TO<br>BOARD     | Board of Trustees |           |                 |         |
|               | Action Text: INTRODUCED TO BOARD to the Board of Trustees                                                                                                                                                              |            |                            |                   |           |                 |         |
| 1             | Board of Trustees                                                                                                                                                                                                      | 11/03/2008 | APPROVED                   |                   |           |                 |         |
|               | Action Text: This matter was APPROVED on the Consent Agenda.                                                                                                                                                           |            |                            |                   |           |                 |         |
|               | Notes: The MIS Division has included \$26,620 in the FY 2008-09 budget for the purchase of the Click2Gov software module that will allow the Village to accept credit card payments for water bills over the Internet. |            |                            |                   |           |                 |         |

The Click2Gov gateway is the first step in providing citizens and employees with interactive Web access to services. The Village deployed this gateway in 2006 for Click2Gov Wireless Building Inspections; which enables building inspectors working in the field to supply and receive timely, accurate information related to inspections.

The Click2Gov Wireless Code Inspections was implemented earlier this year to enable code enforcement inspectors to use mobile devices with wireless technology to perform routine inspections and supply and receive information on cases.

*The proposed Click2Gov for CIS will provide our residents with the ability to pay their utility bills over a secure Internet connection using a credit card.*

*The other features included with Click2Gov for CIS:*

- *Secure login/authentication*
- *Account inquiry*
- *Payment history*
- *Consumption history (table & graph)*
- *Billing history*
- *Service summary*
- *Account edit capabilities (PIN, email, address)*

*The OnePoint core module included in the proposal is the payment processing engine, and is required for the C2G module to accept and process credit cards. The payments are authorized in real-time and use the NaviLine Cash Receipts module for posting payments to customer accounts and the general ledger.*

*OnePoint supports bank cards only; which would be a true credit card or a debit card with a Visa or Master Card logo that can be used without a PIN.*

Aye: 5 Trustee Murphy, Trustee O'Halloran, Trustee Dodge, Trustee Gira, and Village President McLaughlin  
Nay: 0  
Absent: 2 Trustee Fenton, and Trustee Schussler

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## Text of Legislative File 2008-0682

..Title

### Click2Gov Software Purchase - Approval

#### History

The MIS Division has included \$26,620 in the FY 2008-09 budget for the purchase of the Click2Gov software module that will allow the Village to accept credit card payments for water bills over the Internet.

The Click2Gov gateway is the first step in providing citizens and employees with interactive Web access to services. The Village deployed this gateway in 2006 for Click2Gov Wireless Building Inspections; which enables building inspectors working in the field to supply and receive timely, accurate information related to inspections.

The Click2Gov Wireless Code Inspections was implemented earlier this year to enable code enforcement inspectors to use mobile devices with wireless technology to perform routine inspections and supply and receive information on cases.

The proposed Click2Gov for CIS will provide our residents with the ability to pay their utility bills over a secure Internet connection using a credit card.

The other features included with Click2Gov for CIS:

Secure login/authentication



Account inquiry  
Payment history  
Consumption history (table & graph)  
Billing history  
Service summary  
Account edit capabilities (PIN, email, address)

The OnePoint core module included in the proposal is the payment processing engine, and is required for the C2G module to accept and process credit cards. The payments are authorized in real-time and use the NaviLine Cash Receipts module for posting payments to customer accounts and the general ledger.

OnePoint supports bank cards only; which would be a true credit card or a debit card with a Visa or Master Card logo that can be used without a PIN.

**Financial Impact**

The total amount budgeted for this project is \$26,620.

**Recommended Action/Motion**

I move to approve the purchase of the Click2Gov module including license fees, installation services and maintenance in an amount not to exceed \$26,620.

SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS

BY AND BETWEEN H.T.E., INC. AND CITY OF ORLAND PARK

Village of Orland Park  
HTE Contract Issues Discussed 5/22/92

1. Attach RFP response as amendment to contract. This allows the Village to request modifications bid in the response as needed at the bid "not to exceed" price listed in the response. The Village also qualifies for the HTE program package discounts because the applicable systems are all purchased on a single contract without modifications tied to system acceptance. This attachment may be labeled schedule B.
2. License fee cash flow schedule to be 50% due upon contract execution, 40% due upon first training session and 10% due 90 days after first training session. Training and associated training expenses to be billed as incurred. This schedule is consistent with other contracts in suburban Chicago, and enables the Village to control the timing of payments through their implementation schedule. Please reference Schedule A regarding these costs by application system.
3. HTE's integration to the Village's existing Delphi GIS system will be included, and the chart depicting this integration will be made an amendment to the contract. This chart is included as schedule C, and is titled GIS Integration Summary.
4. The Village will contract with HTE for a five year maintenance / support contract with payments due annually. The maintenance rates in this contract will be based on those bid in HTE's response to the Village's RFP rather than the higher annual maintenance rates now in effect.
5. HTE's project management responsibilities as detailed in the license fees brochure will be included as an amendment.
6. The 200 hours bid by HTE to perform the Village's utility billing conversion at a not to exceed cost of \$20,000 is to be included on the preliminary contract. The Village is aware that Mary Klinger (Data Processing Manager of the Village of Hanover Park) has expressed interest in performing this conversion independently of HTE at a significantly lesser cost. Ms. Klinger has already successfully performed a similar conversion at the Village of Hanover Park from a User System utility billing system on a System/36 to the HTE utility billing system on an AS/400.



SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS  
BY AND BETWEEN H.T.E., INC. AND CITY OF ORLAND PARK

7. The applicant tracking and extended reporting applications have been withdrawn from the preliminary contract in an effort to help the Village reduce the initial costs of selecting HTE. Both systems perform best when introduced into client environments with detailed HTE system history already in existence. Consequently, HTE offers the Village the option to purchase these two systems within 24 months of contract execution at the same cost and program package discount level as bid in the HTE response to the Village's RFP.

8. Two cash registers are included on the HTE preliminary contract as bid in the HTE response to the Village's RFP. The Village is initially responsible for 50% of the associated HTE costs at contract execution, however the Village may schedule the remaining payment to coincide with actual delivery of the registers and implementation of the HTE cash receipts system.

SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS

BY AND BETWEEN H.T.E., INC. AND CITY OF ORLAND PARK

Village of Orland Park  
HTE RFP Response Summary

HTE - Applications

| <u>Application</u>     | <u>License</u> | <u>Training<br/>Hrs/Cost</u> | <u>Annual<br/>Maint.</u> | <u>Estimated<br/>Training<br/>Expenses</u> |
|------------------------|----------------|------------------------------|--------------------------|--------------------------------------------|
| GMBA                   | \$35,000       | 60/\$5,100                   | \$3,450                  | \$3,563                                    |
| Accounts Receivable    | 25,000         | 48/ 4,080                    | 3,000                    | 2,530                                      |
| Payroll/Personnel      | 25,000         | 60/ 5,100                    | 2,400                    | 3,563                                      |
| Purchasing/Inventory   | 25,000         | 60/ 5,100                    | 2,400                    | 3,563                                      |
| Building Permits       | 20,000         | 40/ 3,400                    | 3,000                    | 2,375                                      |
| Code Enforcement       | 5,000          | 16/ 1,360                    | 750                      | 1,110                                      |
| Occupational Licenses  | 10,000         | 32/ 2,720                    | 1,350                    | 2,220                                      |
| Parking Tickets        | 20,000         | 40/ 3,400                    | 3,000                    | 2,375                                      |
| Utility Billing        | 35,000         | 100/ 8,500                   | 3,450                    | 5,138                                      |
| Planning & Zoning      | 15,000         | 40/ 3,400                    | 2,400                    | 2,375                                      |
| Work Orders/Facilities | 20,000         | 60/ 5,100                    | 3,000                    | 3,563                                      |
| Subtotal               | \$235,000      | 556/\$47,260                 | \$28,200                 | \$32,375                                   |
| Less 20% Discount      | (47,000)       |                              |                          |                                            |
| Total                  | \$188,000      | 556/\$47,260                 | \$28,200                 | \$32,375                                   |

HTE - Miscellaneous

Utility Billing Conversion - 200 hours @ \$100/hour - \$20,000\*  
 Onsite AS/400 Training - 80 hours @ \$85/hour - \$ 6,800\*\*  
 Cash Registers (2) - Basic system with scanner \$11,700\*\*\*

\* Please reference contract issues item 6 regarding alternative utility billing conversion from Mary Klinger of the Village of Hanover Park.

\*\* Associated estimated travel expenses of \$4,750 were included in HTE response to RFP. The total projected expenditure of \$11,550 is also an area in which the Village may desire to contract directly with IBM or an IBM partner to provide similar training. HTE recommends the Village consider the SEA Group. Because they are local, the travel costs incurred could be saved or used for additional training.

\*\*\* These devices require an IBM infowindow display. The cost of these displays was included in the HTE response to RFP where the cash registers were bid at \$14,100. HTE recommends the Village source the displays directly from IBM to take advantage of the government discounts available. This will also enable the Village to delay expending these monies until ready to implement the cash register system.



SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS

BY AND BETWEEN H.T.E., INC. AND CITY OF ORLAND PARK

Village of Orland Park  
HTE RFP Response Summary

CW Electronics - Product & Services Summary

|      |                                                  |          |
|------|--------------------------------------------------|----------|
| (16) | PC's - 386,25Mhz,4MB Memory,50MG Disk Storage    | \$37,968 |
| (2)  | Local Area Network Bridge Modems - 56Kb          | 1,590    |
| (2)  | Local Area Network Bridge Communication Servers  | 8,930    |
| (1)  | EICON AS/400 to Local Area Network Bridge Router | 6,797    |
| (33) | Ethernet Local Area Network Interface Cards      | 7,491    |
| (1)  | Ethernet Concentrator                            | 10,795   |
| N/A  | Communications/Network Training - 32 hours       | 2,080    |
| N/A  | Onsite installation of equipment & software      | 8,245    |

Subtotal \$83,896

The quotes above from CW Electronics include delivery and installation of all software, hardware, cabling and connections required to integrate a Village wide local area ethernet network, and connect it to an IBM AS/400. The training listed above is in order to train a Village network administrator. HTE recommends that the Village institute a network support agreement with CW Electronics. This cost was included in the HTE response to the Village's RFP.

SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS

BY AND BETWEEN H.T.E., INC. AND CITY OF ORLAND PARK

Village of Orland Park  
HTE RFP Response Summary

IBM - Products & Services Summary

Hardware:

|     |                                                                                                                       |           |
|-----|-----------------------------------------------------------------------------------------------------------------------|-----------|
| (1) | 9406/D35 - AS/400 CPU<br>32 MB Memory / 1.3GB Internal Disk<br>5 Communication Lines<br>Integrated Token Ring Adapter | \$46,544  |
| (1) | 9348/001 - Integrated Reel Tape Backup 6250bpi                                                                        | 17,221    |
| (1) | 7208/002 - 8MM Unattended Cartridge Tape Backup                                                                       | 5,183     |
| (1) | 9336/020 - 1.7 GB Disk Storage                                                                                        | 27,360    |
| (1) | 4234/01Z - System Printer - 800 LPM                                                                                   | 10,430    |
| (1) | 7855/01Z - Electronic Customer Support Modem                                                                          | 985       |
| (8) | 3477/HCZ - Color Display - 3 Year Warranty                                                                            | 9,274     |
| (2) | 3477/HCZ - Color Display - 3 Year Warranty<br>Required with HTE Cash Registers                                        | 2,320     |
| (1) | IBM/UPS - Uninterrupted Power Supply                                                                                  | 10,000    |
|     | Hardware Subtotal                                                                                                     | \$129,317 |

System Software:

|     |                                                 |           |
|-----|-------------------------------------------------|-----------|
| (1) | 5738/SS1 - AS/400 Operating System              | \$12,672  |
| (1) | 5738/RG1 - AS/400 RPG                           | 3,204     |
| (1) | 5738/PW1 - AS/400 Application Development Tools | 3,204     |
| (1) | 5738/QU1 - AS/400 Query Reportwriter            | 1,944     |
| (1) | 5738/WP1 - AS/400 Officevision & Spellchecker   | 6,386     |
| (1) | 5738/PC1 - AS/400 PC Support                    | 3,762     |
|     | Software Subtotal                               | \$ 31,172 |

Services:

|     |                                                                  |          |
|-----|------------------------------------------------------------------|----------|
| (1) | IBM Quickstart - Initial installation & testing<br>of AS/400 CPU | \$ 3,000 |
|-----|------------------------------------------------------------------|----------|



## *Standard Cost Structure*

This Standard Cost Structure is HTE's initial service and support offering. The following information highlights this offering.

- ◆ **Modifications** - Modifications to existing systems are available and quoted at not to exceed costs.
- ◆ **Conversion** - Conversion services are available for all applications.
- ◆ **Support** - Unlimited 24 hour/365 days per year remote support is available.
- ◆ **Enhancements** - All enhancements are available immediately upon release.
- ◆ **Contract** - Contract terms and conditions are negotiable with each client on an individual basis.
- ◆ **Source Code** - Source code is provided at no additional cost.

This information is provided to indicate HTE's willingness to work with you by providing options which allow you to select the level of service which best fits your needs. For any questions regarding this information, please contact Winston Cutler at (708) 692-4669 in our Chicago office, or toll-free through our corporate headquarters in Orlando, Florida at (800) 727-8088.

## *Alternative Cost Structure*

The following information is to highlight an *alternative cost structure*. As previously explained, HTE offers multiple applications and services including training and maintenance charges for a more comprehensive level of support. The prior cost alternative is concurrently billable at higher rates than the following level of service and support.

The following information reflects a price structure which provides reduced hours of maintenance, less hours of training and also the following:

- ◆ **Modifications** - HTE will not offer modifications on alternative price applications. A standard set of forms options will be offered.
- ◆ **Conversion** - Conversion service will only be offered for the Utility Billing application. All other conversion is the client's responsibility.
- ◆ **Support** - Support hours will be from 8am - 5pm local time (Monday through Friday). Each product carries a maximum number of support hours per month. Support requests outside these parameters will be billable.
- ◆ **Enhancements** - Enhancements will be provided on an annual basis and are included in the support fee. Clients must supply the tape for distribution or a fee will be charged.
- ◆ **Contract** - This pricing schedule is available only with the standard HTE contract. Payment requirements are 50% at contract signing and the remaining 50% at code delivery.
- ◆ **Source Code** - Source code will be escrowed.

This information is provided to indicate HTE's willingness to work with you by providing options which allow you to select the level of service which best fits your needs. For any questions regarding this information, please contact Winston Cutler at (708) 692-4669 in our Chicago office, or toll-free through our corporate headquarters in Orlando, Florida at (800) 727-8088.



SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS

BY AND BETWEEN H.T.E., INC. AND CITY OF ORLAND PARK

SCHEDULE B

The HTE response to the Village of Orland Park's Request For Proposal is included by reference in this contract. The purpose of including this response is to enable the Village to lock in not to exceed modification costs for modifications bid by HTE. The Village of Orland Park may request HTE perform these modifications through the System Change Request procedure available to all HTE clients.

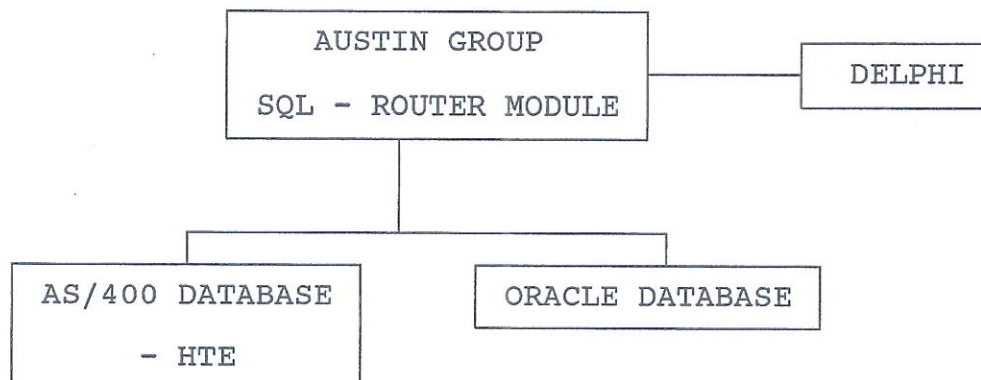


## SCHEDULE C

## GIS INTEGRATION SUMMARY

The following chart illustrates the planned integration of an Oracle database on a personal computer or local area network and the AS/400 based HTE land management applications which include Utility Billing, Work Orders/Facility Management, Building Permits, Code Enforcement, Planning/Zoning, Tax Billing/Collection and Occupational Licenses. The purpose of integrating these systems is to provide the Oracle database with tabular AS/400 data which in turn will allow the Austin McDaniel Delphi geographic information system to graphically depict information captured during daily processing in any or all of the HTE land management systems.

The integration of the HTE land management system to the Oracle database is being coordinated by HTE at the request of the municipalities of Elgin, Peoria and Bensenville, Illinois. All are currently HTE clients with multiple land management applications. Presently the City of Elgin also operates the Austin McDaniel Delphi geographic information system. Both the City of Peoria and the Village of Bensenville have selected the Austin McDaniel Delphi system for future implementation. HTE is working with Boyd Fricke of the Austin Group to design and implement the SQL router module interface. The interface is being designed to provide the Oracle database with "real-time" access to HTE's land management information residing on the AS/400.



SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS

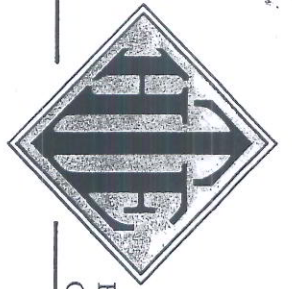
BY AND BETWEEN H.T.E., INC. AND CITY OF ORLAND PARK

SCHEDULE D

PROJECT MANAGEMENT SERVICES

As part of HTE's commitment to provide more than software to our clients, HTE will assign an Account Manager to the Village of Orland Park to act as a central contact during the installation process. The Account Manager will perform the following services as part of HTE's license fees:

- Development of a project plan in conjunction with client management to successfully identify areas of internal and external responsibility.
- Preparation of a monthly project status report.
- Provide agendas for training activities.



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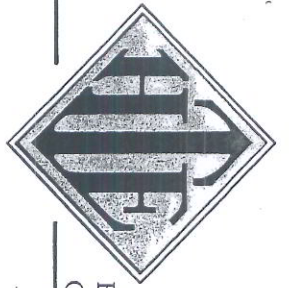
SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS

BY AND BETWEEN H.T.E., INC. and CITY OF ORLAND PARK

SCHEDULE A

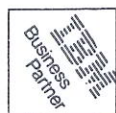
| PRODUCT                                                                          | CONTRACT |            | DUE UPON CONTRACT EXECUTION |           | DUE AS INCURRED / FIRST TRAINING |            | DUE UPON 90 DAYS AFTER FIRST TRAINING |           |
|----------------------------------------------------------------------------------|----------|------------|-----------------------------|-----------|----------------------------------|------------|---------------------------------------|-----------|
|                                                                                  | TOTAL    |            |                             |           |                                  |            |                                       |           |
| GMB                                                                              | \$       | 28,000.00  | \$                          | 14,000.00 | \$                               | 11,200.00  |                                       | 2,800.00  |
| Purchasing/Inventory                                                             |          | 20,000.00  |                             | 10,000.00 |                                  | 8,000.00   |                                       | 2,000.00  |
| Accounts Receivable                                                              |          | 20,000.00  |                             | 10,000.00 |                                  | 8,000.00   |                                       | 2,000.00  |
| Payroll/Personnel                                                                |          | 20,000.00  |                             | 10,000.00 |                                  | 8,000.00   |                                       | 2,000.00  |
| Utility Billing                                                                  |          | 28,000.00  |                             | 14,000.00 |                                  | 11,200.00  |                                       | 2,800.00  |
| Work Orders/Facility Management                                                  |          | 16,000.00  |                             | 8,000.00  |                                  | 6,400.00   |                                       | 1,600.00  |
| Building Permits                                                                 |          | 16,000.00  |                             | 8,000.00  |                                  | 6,400.00   |                                       | 1,600.00  |
| Code Enforcement                                                                 |          | 4,000.00   |                             | 2,000.00  |                                  | 1,600.00   |                                       | 400.00    |
| Occupational License                                                             |          | 8,000.00   |                             | 4,000.00  |                                  | 3,200.00   |                                       | 800.00    |
| Planning & Zoning                                                                |          | 12,000.00  |                             | 6,000.00  |                                  | 4,800.00   |                                       | 1,200.00  |
| Parking Tickets                                                                  |          | 16,000.00  |                             | 8,000.00  |                                  | 6,400.00   |                                       | 1,600.00  |
| Cash Receipts                                                                    |          | N/C        |                             |           |                                  |            |                                       |           |
| *Training - 636 hours at \$85.00 per hour. Due as incurred.                      |          |            |                             |           |                                  |            |                                       |           |
|                                                                                  |          | 54,060.00  |                             |           |                                  | 54,060.00  |                                       |           |
| Conversion-UT-Not to exceed \$20,000. Billed at \$100 per hour. Due as incurred. |          |            |                             |           |                                  |            |                                       |           |
|                                                                                  |          | 20,000.00  |                             |           |                                  | 20,000.00  |                                       |           |
| **Two Cash Register Tape Printer Systems at \$5,850.00 each.                     |          |            |                             |           |                                  |            |                                       |           |
|                                                                                  |          | 11,700.00  |                             | 5,850.00  |                                  | 5,850.00   |                                       |           |
|                                                                                  | \$       | 273,760.00 | \$                          | 99,850.00 | \$                               | 155,110.00 | \$                                    | 18,800.00 |





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SUPPLEMENT TO AGREEMENT OF H.T.E., INC. LICENSED PROGRAMS

BY AND BETWEEN H.T.E., INC. and CITY OF ORLAND PARK

SCHEDULE A (CONTINUED)

The above quoted prices on License Fees reflect a Program Package Discount of 20%. PPD's apply only to unmodified applications.

Notwithstanding anything to the contrary in this Agreement:

- (1) HTE warrants that the Licensed Programs will operate on the IBM AS/400 platform.
- (2) Customer's RFP & HTE's response thereto dated January 24, 1992 are attached hereto and incorporated by reference herein. If there is a conflict among the terms in these various documents, those of the RFP shall prevail over those in the ~~initial~~ <sup>initiat</sup> ~~est~~ Agreement, and the terms of the HTE response to the RFP shall prevail over both the RFP and the Agreement.

Prices quoted above will be honored through September 30, 1992.

- (3) The prices quoted in Schedule A shall have precedence over the prices quoted in the H.T.E., Inc. RFP response summary.



Headquarters:

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## SERVICE AGREEMENT

### SECTION 1

#### 1.1 IDENTIFICATION

This agreement between Harward Technical Enterprises, Inc. (HTE) and the Village of Orland Park (Customer) located at 14700 South Ravinia, Orland Park, IL 60462 provides for Standard Software Service as defined in Section 2.3 for the following HTE System(s) and/or Product(s): AS/400 GMBA - \$17,250.00; Payroll/Personnel - \$12,000.00; Purchasing/Inventory - \$12,000.00; Accounts Receivables - \$7,500.00; Utility Billing - \$17,250.00; Work Orders/Facility Management - \$15,000.00; Building Permits - \$15,000.00; Code Enforcement - \$3,750.00; Occupational Licenses - \$6,750.00; Planning & Zoning - \$12,000.00; Parking Tickets - \$22,500.00, Cash Receipts - N/C.

#### 1.2 TERM OF AGREEMENT

The five years of service which is provided by this Agreement will extend from \_\_\_\_\_ to \_\_\_\_\_.

#### 1.3 APPROPRIATIONS OF FUNDS

Customer will not be in default for nonpayment as long as (a) the funds for the Agreement require appropriation by a legislative or other elected authority of a state or local government or a political subdivision thereof, (b) Customer has duly requested appropriation of funds for payment, and (c) such funds for the Agreement are not appropriated for any fiscal year during the Agreement term. If a nonappropriation of this kind occurs, Customer will promptly notify HTE and the Agreement involved will terminate at the end of the last fiscal year for which funds were appropriated. Other than for a nonappropriation of this kind, the Agreement may not be cancelled without cause during its term, and the obligation of Customer to pay for the term of the Agreement shall be absolute and not subject to any reduction for any reason whatsoever. In the event Customer cancels the Agreement for cause, the Customer shall have no further obligation to pay and HTE shall reimburse for services prorated to the effective date for the cancellation for cause.



#### 1.4 SUMMARY

This Service Agreement provides to the Customer:

NEW SOFTWARE - During the covered period, the Customer will receive each new Enhancement to the standard Software that is issued for the System(s) and/or Products(s) listed in Section 1.1.

UPDATED DOCUMENTATION - Each new Standard Software release will be accompanied by user and system documentation, reflecting the software Enhancements.

STANDARD SOFTWARE - HTE will correct any problems encountered in the Standard Software during the term of this Agreement.

A HOT-LINE SERVICE - An exclusive Hot-line is established for consult-by-phone service to Client Services Department. A senior technical staff member is available to answer any questions or discuss system problems of concern to the Customer.

INVOICE - The Customer will be sent an annual invoice for the Standard Software Service.

#### 1.5 FEE

The five year fee is \$141,000.00 and is payable in annual installments of \$28,200.00 due on or before the anniversary of the beginning service date listed in Section 1.2.

### SECTION 2

#### 2.1 TERM

This agreement extends for a period of sixty months. Upon the beginning of paid Software Service and in the event of conflict with the terms of the License Agreement, the terms of this Service Agreement shall govern.

#### 2.2 CHARGES AND TAXES

The Customer agrees to pay all charges due under this Agreement. The fee for each subsequent annual term of Service will equal fifteen percent of the Standard Software price which is in effect at this time. If HTE's assistance is requested by the Customer to correct a suspected error in the standard Software program logic or



documentation, and it is ultimately determined by HTE that no such error exists, the Customer shall compensate HTE for its services. Travel and personnel time will be charged at HTE's established hourly rate of \$85.00 per hour. Additionally, compensation will be expected for any reasonable living and travel costs.

## 2.3 SUPPORT

HTE's policy is to make improvements in its Standard Software on a regular basis in order to maintain its timely applicability and competitive market ability. To this end, HTE may, from time to time, make changes in operating procedures, programming languages, general purpose library programs, timing accessibility techniques, types of hardware supportability, and other related programming and documentation improvements. HTE shall provide to the Customer, as updates, at no additional charge, and on a timely basis, the program logic and documentation for such Standard Software Enhancements.

2.3.1 In the event the Customer notifies HTE that it suspects an error in the program logic or documentation which prevents the continued accomplishment of the principal computing functions of the System(s) and/or Product(s), HTE shall use its best efforts to confirm the existence of such error. If the existence of such error is confirmed to be in the Standard Software, HTE shall correct it as part of its obligation hereunder. If it is ultimately determined by HTE that no such error exists, the Customer shall compensate HTE for its services. This compensation shall be based upon HTE's hourly rate of \$85.00 per hour, plus reimbursement for reasonable travel and living expenses.

2.3.2 HTE's policy is to acknowledge oral or written requests from the Customer to provide assistance in identifying and detecting problems, errors, and malfunctions arising in connection with the Customer's use of HTE's computer application software systems. To assist HTE in implementing its policy, the Customer shall confirm, in writing, an oral request for specific assistance within ten (10) days after such oral request is made. The Customer shall furnish to HTE adequate supporting documentation and details to substantiate and to assist HTE in the identification and detection of problems, errors, and malfunctions, arising from the Customer's use of the System(s) and/or Product(s).

2.3.3 If an Enhancement, provided to the Customer under this Agreement, is dependent upon coding of a previous



Enhancement which the Customer does not have, upon request, HTE will provide assistance by mail or telephone in order to establish coding that will permit continuity between the Customer's operating system and the new Enhancement.

2.3.4 The Customer agrees to notify HTE of the need to have a previous Enhancement in order to install a current Enhancement.

2.3.5 In the event the Customer requests any support other than that included under the terms of this Agreement, depending upon the availability of its personnel, HTE shall use its best efforts to furnish it in accordance with the current standard billing rates.

## 2.4 COMPANY'S OBLIGATION

The Customer acknowledges that the continued integrity of the System(s) and/or Product(s) is dependent upon installation in the program logic and documentation of all updates to the System(s) and/or Product(s) which are provided by HTE to the Customer.

## 2.5 REPRESENTATIONS OF COMPANY

The Customer acknowledges HTE's representations that HTE has expended substantial sums in creating its Systems and Products, incurs substantial additional expense in maintaining them, and as a result, has and will continue to have substantial proprietary interest and valuable trade secrets in them.

2.5.1 The Customer further represents and warrants that it shall not (1) at any time sell, assign, or otherwise transfer HTE System(s) and/or Products(s), parts of the System(s) and/or Product(s), or updates, changes, improvements or enhancements to the System(s) and/or Product(s), or parts thereof, or (2) provide to any third party any support described in this Agreement for the System(s) and/or Product(s). The Customer shall hold in confidence the design specifications and associated documentation of the System(s) and/or Product(s) and shall disclose the System(s) and/or Product(s) in confidence only to, and shall authorize the use of the System(s) and/or Product(s) in confidence only by, its regular employees. Customer further acknowledges that in the event of a breach or threatened breach by the Customer of the provisions of this paragraph, HTE has no adequate remedy in money or damages, and accordingly, shall be

entitled to an injunction against such breach or threatened breach.

2.5.2 The Customer agrees that all rights granted in this Agreement shall be cumulative and that no specifications in the Agreement of any specific legal or equitable remedy in the event of the breach or any provisions of this Agreement shall be construed as a waiver of, or prohibition against, any other legal or equitable remedy for such breach. The waiver of any breach of any provision of this Agreement, or of any remedy for any such breach, shall not preclude HTE from thereafter exercising any rights (including any remedy previously waived) it has under this Agreement for the same or any subsequent breach. If the Customer waives any remedy, then it should be bound by its waiver in accordance with established law.

2.5.3 The representations and warranties shall survive the execution of this Agreement, the delivery of any documents and all transactions contemplated by this Agreement, and the termination of this Agreement.

## 2.6 ASSIGNMENT

Neither this Agreement nor HTE System(s) and/or Product(s) nor any rights granted by this Agreement to the Customer shall be assigned, transferred or otherwise disposed of by the Customer, in whole or in part, without the prior written consent of HTE. HTE shall not assign its obligations under this agreement without the prior written consent of the customer.

## 2.7 LIABILITY

Because of the difficulty in ascertaining damages, it is agreed that HTE liability to the Customer for any losses or damages, whether direct or indirect arising out of this Agreement, shall not exceed the total amount billed and billable to the Customer, in no event shall HTE be liable for any indirect, special, or consequential damages, economic loss in connection with, or arising out of this Agreement. This paragraph shall supersede any paragraphs of this Agreement which are inconsistent with it.

## 2.8 SEVERABILITY

Each provision of this Agreement is severable from all other provisions of this Agreement and, if one or more of the provisions of this Agreement shall be declared invalid, the remaining provision of this Agreement shall nevertheless remaining full force and effect, provided,



however, if Paragraph 2.5 shall be declared invalid. Customer shall execute as soon as possible, a supplemental Agreement with HTE which grants to HTE to the extent legally possible, the protection afforded by said Paragraph.

2.9 NON-EMPLOYMENT OF HTE EMPLOYEES

During the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of HTE or persons who have been employed by HTE within the immediate past twenty-four (24) months without the prior written consent of HTE.

2.10 GOVERNING LAW

The Agreement shall be governed by the constructed in accordance with the laws of the State of Illinois.

2.11 AMOUNTS

All amounts referred to herein or otherwise payable pursuant to any term of this agreement shall be United States of America Dollars.

2.12 FINAL AGREEMENT

This Agreement supersedes all prior Agreements and understandings between HTE and the Customer relative to support services for the System(s) and/or Product(s) and shall not be changed orally. No change or attempted waiver of any provision of this Agreement shall be binding unless expressed in writing and signed by the party against whom the same is sought to be enforced.

2.13 HEADINGS

The headings or titles of the Paragraphs in this Agreement are for convenience only, are not a part of this Agreement, and shall not be used as an aid in the construction of any provision hereof.

2.14 COUNTERPARTS

This Agreement may be executed in one or more Counterparts, each of which shall constitute a single document.

2.15 SIGNATURE

The parties, each acting with due authority, have executed this Agreement by setting forth their respective signatures:

Authorized for the Customer:

Signature James L. Amickberg

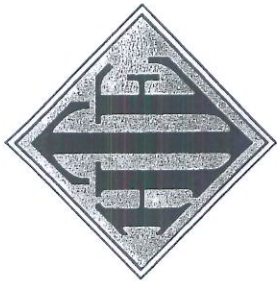
Date Sept. 22, 1992

Authorized by HTE:

Signature Dennis J. Wipper  
Dennis J. Wipper,  
Vice President/Finance

Date September 8, 1992





## AGREEMENT FOR H.T.E., INC. LICENSED PROGRAMS

This Agreement for Licensed Programs (the "Agreement") is made as of the later of the dates set forth opposite the executions appearing at the end of this Agreement, by and between:

H.T.E., INC. (H.T.E.), a Florida Corporation, with its principal place of business at 390 North Orange AVENUE, Orlando, FL 32801

A N D

Village of Orland Park

("Customer"), a \_\_\_\_\_ with its principal place of business at 14700 South Ravinia, Orland Park, IL 60462

H.T.E. and the Customer agree that when this Agreement is signed by the Customer and accepted by H.T.E., the following terms and conditions will apply to any Licensed Program Materials (as defined below) offered under this Agreement when ordered by the Customer and the order is accepted as provided herein. Under these terms and conditions, H.T.E. will (1) furnish such Licensed Programs to the Customer, (2) furnish Licensed Optional Materials (as defined below) in support of such Licensed Programs (3) grant to the Customer a non-transferable and non-exclusive license in the United States and Puerto Rico to use the Licensed Program Materials, and (4) provide program services, all as described herein. The Customer agrees with respect to the Licensed Programs to accept the responsibility for (1) their selection to achieve the Customer's intended results, (2) their installation, (3) their use, and (4) the results obtained therefrom. The Customer also has the responsibility for the selection of use of, and results obtained from, any other programs, programming, equipment, or services used with the Licensed Programs.

Specific Licensed Program Materials may be ordered under this Agreement by (1) a supplement to this Agreement (the "Supplement") signed by the Customer, (2) a written order, specifying the Licensed Program Materials and the designated Machine (as defined below), signed by the Customer, or (3) such other ordering procedure as shall be designated by H.T.E. for the specific Licensed Program Materials. H.T.E. will accept any such order under this Agreement by providing the Customer a Supplement specifying the supplemental terms applicable to such Licensed Program Materials. Upon receipt of the Supplement by the Customer, H.T.E. shall thereby grant a non-transferable and non-exclusive license in the United States and Puerto Rico for Licensed Program Materials subject to the terms and conditions of this Agreement. Use of the Licensed Program Materials or the first payment of charges due hereunder, whichever first occurs following receipt of the Supplement, will constitute the Customer's acceptance of the supplemental terms specified in the Supplement. Any terms which this Agreement states are to be specified by H.T.E. for a Licensed Program and/or related Licensed Optional Materials will be stated in the Supplement for that Licensed Program.

## I. DEFINITIONS

1.01. The term "Licensed Program" shall mean a licensed data processing program or set of programs or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and/or licensed data base consisting of a systematized collection of data in machine readable form and any related licensed materials such as, but not limited to, flow charts, logic diagrams and listing provided for use in connection with the program.

1.02. The term "Licensed Optional Materials" shall mean any machine readable or printed material not included in the Licensed Program and which is designated by H.T.E. as available under license to Customers who have licensed the program to which such optional materials



A separate license is required for each Machine on which the Licensed Program will be used, except as provided in the following subsection entitled "Temporary License Transfer."

For any Licensed Program that is a data base, the license granted in this section is further limited to permit access to such data base exclusively by the Customer. Except as provided in the section entitled "Protection and Security of Licensed Program Materials," the Customer shall not make or permit any manner of access to any form of such data base, or part thereof, for the purpose of making available to any other person any data contained in such data base.

The customer shall not use, print, copy, translate or display the Licensed Program Materials, in whole or in part, unless expressly authorized in this Agreement.

The Customer shall not reverse assemble or reverse compile the Licensed Programs in whole or in part.

**2.02. Temporary License Transfer.** The Customer is authorized to transfer a license to and to use the Licensed Program Materials on:

- a. A back-up machine when the designated Machine or an associated unit required for use of the Licensed Program is temporarily inoperable until operable status is restored and processing on the back-up machine is completed; or
- b. Another machine for assembly or compilation of the Licensed Program Materials if the designated Machine and its associate units do not provide the configuration required for assembly or compilation.

**2.03. Change in Designated Machine.** The Customer may notify H.T.E. of the Customer's intention to change the designation of the Machine on which Licensed Program Materials are to be used. The change of designation will be effective upon the date set forth in the confirmation of change in designated Machine furnished to the Customer in writing by H.T.E.

**2.04. Additional Licenses.** Each additional license for a Licensed Program and/or Optional Licensed Materials already licensed by the Customer under this Agreement must be ordered as described herein.

For additional licenses, in lieu of distribution from H.T.E., the Customer may elect to copy those Licensed Program Materials previously distributed to that Customer by H.T.E. in machine readable form. The Customer may make such copy upon receipt of a Supplement issued by H.T.E. which designates the effective date for the additional license requested by the Customer. The testing period, if any, for such additional license will commence on the effective date for the additional license. Permission to copy granted in this subsection does not apply to Licensed Program Materials provided by H.T.E. in printed form.

For certain Licensed Programs, H.T.E. may offer the distributed systems license option (the "Distributed Systems License Option" or "DSLO") under which licenses in addition to the initial license (the "Basic License") may be obtained for a DSLO charge. When ordering additional licenses for such a Licensed Program, the Customer must designate whether an additional Basic License or DSLO License is requested. For each DSLO License, the Customer will:

1. Copy those Licensed Program Materials previously distributed in machine readable form to the Customer by H.T.E. under the Basic License and use such copies on the Machine designated in the Supplement;
2. Provide problem documentation to H.T.E. through the location of the Basic License;
3. At H.T.E.'s request, recreate any problems at the location of the Basic License, if Local Service or Local Assistance as specified by H.T.E. is available for the Basic License; and
4. Distribute to, install and test on the DSLO designated Machine any new release, correction or bypass provided by H.T.E. to the Basic License designated Machine.

Program services and the warranty, if any, for the Licensed Program will be provided for DSLO Licenses only through the Basic License location and there will be no testing period for the DSLO Licenses.



**4.02. Commencement and Invoicing of Charges.** Periodic charges will commence on the day, Monday through Friday, following the end of the testing period, or ten (10) days after shipment of the Licensed Program by H.T.E. if there is no testing period, except as set forth below in this sub-section. Charges for a partial month's use will be prorated based on a thirty (30) day month. Other periodic charges will not be prorated and are not refundable in whole or in part. Periodic charges will be invoiced in advance.

Unless otherwise specified by H.T.E., one time charges, initial charges and Licensed Optional Material charges will be due on the day, Monday through Friday, following the end of the testing period, or ten (10) days after shipment of the Licensed Program Materials by H.T.E. if there is no testing period, or if such period has expired, except as set forth below in this sub-section.

For additional licenses for which the Customer has elected to make copies pursuant to the section entitled "Additional Licenses" and for which there is no testing period, periodic charges will be due upon the effective date for additional license designated in the Supplement.

Process charges will be due upon receipt by the Customer of the Licensed Program Materials to which such charges apply and are not refundable even if the Customer discontinues the Licensed Program prior to or during the testing period.

Payment will be made as stated in the invoice, to the address of the principal place of business of H.T.E. as stated above, or to such other address as may be stated in the invoice.

**4.03. Applicable Taxes.** In addition to the charges due under this Agreement, the Customer agrees to pay amounts equal to any taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based on H.T.E.'s net income.

**4.04. Price Changes.** Periodic charges are subject to change by H.T.E. upon thirty (30) days written notice to the Customer. Any changes in periodic charges become effective on the first day of the period which commences on or after the effective date specified in the written notice to Customer.

Initial charges, one-time charges, process or upgrade charges, and charges for Licensed Optional Materials are subject to change without prior notice except that such charges shall not be increased if, prior to the date of the notice, (i) the Licensed Program Materials had been shipped by H.T.E., or (ii) the Customer had copied Licensed Program Materials pursuant to the subsection entitled "Additional Licenses." In addition, if the Customer's written order was received by H.T.E. prior to the announcement of such increase in charges, such charges shall not be increased if, within one (1) month after the date of notice, shipment of the Licensed Program Materials occurs or the Customer copies Licensed Program Materials pursuant to the subsection entitled "Additional Licenses."

If charges are increased for any Licensed Program Materials, the Customer may discontinue them in accordance with the provisions of this Agreement; otherwise, the new charges will become effective.

## **V. SHIPMENT**

The estimated shipment date for the Licensed Programs will be specified by H.T.E. H.T.E. does not, however, represent or warrant that such shipment date will be met.

H.T.E. will notify the Customer of the type of program storage media required for shipment. Unless returnable or disposable media are used, the program storage media must be provided by Customer or ordered from H.T.E. at the applicable charge. Except when otherwise specified by H.T.E., the Licensed Program Materials will be shipped to the Customer without shipping charge. Any special shipment requested by the Customer will be at Customer's expense, unless otherwise specified by H.T.E..

## **VI. RISK OF LOSS**

If Licensed Program Materials are lost or damaged during shipment from H.T.E., H.T.E. will replace them and program storage media at no additional charge to the Customer.

If Licensed Program Materials are lost or damaged while in the possession of the Customer, H.T.E. will replace them at the applicable charges to the Customer, if any, for processing, distribution, and/or program storage media.

## **VII. LICENSED PROGRAM TESTING**

will specify the testing period. If any, during the Licensed Program will be made available for non-



H.T.E. may also establish a center (the "Support Center") to provide the Customer with telephone assistance in problem diagnosis and resolution. When a Support Center is established for a Licensed Program and a problem occurs which the Customer believes is related to the use of a Licensed Program, Customer will contact the Support Center and will perform appropriate problem definition activities and remedial actions, as prescribed by the Support Center, prior to any dispatch of an H.T.E. representative. H.T.E. may also offer other services through Support Centers with or without charge, as applicable.

b. **Local Service**—When Local Service is specified and a problem occurs which the Customer determines is caused by the use of a Licensed Program and the diagnosis of the designated H.T.E. representative indicates the problem is caused by a defect in the unaltered portion of a current release of the Licensed Program, the H.T.E. representative will perform the following problem resolution activities:

1. attempt to correct or bypass the defect by providing the Customer with correction information issued by the Central Service, if available; or
2. submit documentation to the Central Service, if specified as available; and, in any event
3. if the Licensed Program is inoperable, make a reasonable attempt to resolve the problem by applying a local fix or providing a bypass.

c. **Local Assistance**—When Local Assistance is specified and the Customer encounters a problem, which the Customer's diagnosis indicates is caused by a defect in the unaltered portion of a current release of the Licensed Program, the Customer may request H.T.E.'s assistance in resolving the problem. Such assistance, if requested, will be provided by a designated H.T.E. representative and may be subject to the availability of personnel. This assistance may include, but not extend beyond, the following problem resolution activities:

1. attempting to correct or bypass the defect by providing the Customer with correction information issued by the Central Service, if available; or
2. assisting the Customer with preparing documentation for submission to the Central Service, is specified as available; and, in any event.
3. if the Licensed Program is inoperable, making a reasonable attempt to resolve the problem by assisting the Customer in applying a local fix or providing a bypass.

**8.02. Program Services Period.** Each type of program service provided for each Licensed Program will be specified as available:

1. until discontinued by H.T.E. with a minimum of six (6) months' written notice; or
2. until a designated calendar date; or
3. during the testing period; or
4. for a designated number of months for each license. In the event the Customer discontinues a Licensed Program and subsequently re-orders the same Licensed Program for the same machine, the service period then in effect will be reduced by the number of months for which such service was previously provided.

When a subsequent release of a Licensed Program which has the same program number becomes available, H.T.E. may discontinue program services for any or all prior releases by notice effective on the date stated therein.

For any Licensed Program, H.T.E. shall have the right to charge for any of the foregoing program services to the extent they are not specified as provided without additional charge. Other types of program services may be specified by H.T.E. for a Licensed Program.

H.T.E. shall also have the right to charge for any additional effort which results from providing program services of an altered Licensed Program or for a release which is not current.

H.T.E. does not guarantee service results or represent or warrant that all errors or program defects will be corrected.



Each Licensed Program which is designated in a Supplement as warranted will conform, when shipped to the Customer, to the Licensed Program Specifications which are in effect for that Licensed Program at that time, provided the Licensed Program is properly used in a Specified Operating Environment. If the Customer believes that there is a defect in a Licensed Program such that it does not meet its Licensed Program Specifications, the Customer must notify H.T.E. while program services are available for the program. H.T.E. does not warrant that the functions contained in a Licensed Program will meet the Customer's requirements or will operate in the combinations which may be selected for use by the Customer or that the operation of the Licensed Program will be uninterrupted or error free or that all program defects will be corrected.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Each Licensed Program is designated to operate on one or more designated Machine types and, in most instances, in conjunction with other designated equipment and programs. The Licensed Program Specifications for each warranted Licensed Program will state the environment in which the Licensed Program is designated to operate. For Licensed Programs distributed on an "AS IS" basis, the Specified Operating Environment will be stated in a notice of availability of the Licensed Program.

1. When performing Local Service or Local Assistance, H.T.E.'s obligation is limited to having the local H.T.E. representative apply a reasonable effort to provide program services as described in the applicable portion of the section entitled "Program Services." Furthermore, the local H.T.E. representative will only be expected to operate a Machine designated in the Supplement. H.T.E. will have the right to charge for any additional effort required to perform these program services.

#### XIV. LIMITATION OF REMEDIES

In all situations involving performance or non-performance of Licensed Programs furnished under this Agreement, the Customer's remedy is (1) the correction by H.T.E. of Licensed Program defects, or (2) if, after repeated efforts, H.T.E. is unable to make the Licensed Program operate as warranted, the Customer shall be entitled to recover damages to the limits set forth in this section.

H.T.E.'s liability for damages to the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to an amount equal to the one-time charge paid for, or any charges which would be due for twelve (12) months' use of, the Licensed Program that caused the damages or that is the subject matter of, or is directly related to, the cause of action. Such charges shall be those in effect when the cause of action arose and shall include any initial or process charges paid to H.T.E.. This limitation of liability will not apply to claims for copyright infringement or for personal injury or damage to real or tangible personal property caused by H.T.E.'s negligence.

In no event will H.T.E. be liable for any damages arising from performance or non-performance of the Licensed Program during the Licensed Program testing period or for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits, lost sales or other consequential damages, even if H.T.E. has been advised of the possibility of such damages or for any election



When the Customer has licensed a new version of a Licensed Program, which carries a different program number, the Customer may retain the prior version of the Licensed Program for a period not to exceed three (3) months following its date of discontinuance, to be used only if a defect in the new version prevents its use. During this period, the Customer will pay only the applicable charges for the new version of the Licensed Program. Within one (1) month following this three (3) month period, the Customer will certify in writing to H.T.E. that through the Customer's best efforts, and to the best of the Customer's knowledge, the original and all copies of the prior version received from H.T.E. or made in connection with such prior version have been returned or destroyed as set forth above.

#### XVII. ADDITIONAL PRODUCTS AND SERVICES

In addition to the Licensed Program Materials and program services provided under this Agreement, H.T.E. offers other products and services at separate charges under applicable written H.T.E. agreements. H.T.E. and the Customer agree that such products and services cannot be the subject of an oral agreement.

#### XVIII. MISCELLANEOUS

**18.01. Binding Agreement.** The individual signing this Agreement and any Supplement thereto on behalf of Customer and Customer warrant that the execution and delivery of this Agreement and any Supplement have been duly authorized by all necessary action, that the Agreement and any Supplement thereto are valid and binding obligations of Customer and that the execution delivery and performance of this Agreement will not constitute a breach, violation or default under any articles of incorporation, by laws, decree, order, governmental permit, license, agreement, indenture or instrument to which Customer is subject.

**18.02. Assignment.** This Agreement is not assignable by ~~either party~~ <sup>either party</sup> ~~the Customer~~ <sup>the Customer</sup> ~~or~~ <sup>or</sup> ~~the Customer~~ <sup>the Customer</sup> ~~without the prior written consent of H.T.E.~~ <sup>without the prior written consent of H.T.E.</sup> Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement by ~~the Customer~~ <sup>either party</sup> is void.

**18.03. Notices.** Any notice required or permitted hereunder shall be deemed properly given at the time it is personally delivered or mailed by certified mail, return receipt requested, to the address specified hereinabove of the party to be notified. Either party may change its address for receiving notices by giving notice thereof in compliance with the terms of this sub-section.

**18.04. Entire Agreement.** This Agreement constitutes the entire Agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein. This Agreement may not be modified, omitted or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of H.T.E. Notwithstanding anything to the contrary in this Agreement, the Supplements <sup>on</sup> attached hereto are incorporated by reference herein and constitute a part of this Agreement.

**18.05. Force Majeure.** H.T.E. is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control.

**18.06. Gender.** Terms referred to in the masculine shall include the feminine and the singular shall include plural, unless otherwise specified.

**18.07. Applicable Law.** This Agreement shall be governed by the laws of the State of ~~Florida~~ <sup>Illinois</sup>. *Dgt*

**18.08. Venue.** In the event of suit by the Customer under this Agreement against H.T.E., then the venue of such suit shall be in Orange County, Florida and the Customer hereby waives whatever rights he may have in the selection of venue.

**18.09. Jury Trial.** In the event of suit by or against the Customer under this Agreement by or against H.T.E., the Customer hereby waives whatever rights he may have to a trial by jury.

**18.10. Attorneys Fees.** The Customer shall promptly pay all costs of H.T.E. of collection of any of the liabilities or enforcement of any of the obligations under this Agreement, including reasonable attorneys' fees and legal expenses (including attorneys' fees and legal expenses in any appellate or bankruptcy proceeding).

**18.11. Severability.** If any of the provisions of this Agreement shall be deemed illegal, invalid, unconstitutional or unenforceable by any court of law having competent jurisdiction, such decisions shall not invalidate or negate the other remaining provisions of this Agreement.





SUPPLEMENT TO AGREEMENT FOR H.T.E., INC. LICENSED PROGRAMS  
BY AND BETWEEN H.T.E., INC. (H.T.E.)  
AND Village of Orland Park (the "Customer")

- I. Licensed Program Specifications and Specified Operating Environment
- |                                        |                             |
|----------------------------------------|-----------------------------|
| AS/400 GMBA                            | AS/400 Building Permits     |
| AS/400 Purchasing/Inventory            | AS/400 Code Enforcement     |
| AS/400 Accounts Receivable             | AS/400 Occupational License |
| AS/400 Payroll/Personnel               | AS/400 Planning & Zoning    |
| AS/400 Utility Billing                 | AS/400 Parking Tickets      |
| AS/400 Work Orders/Facility Management |                             |
- II. Licensed Optional Materials (if any):
- N/A
- III. DSLO License: ~~applicable~~ [not applicable]
- IV. Designated Machine. 2
- IBM AS/400 2/35
- V. Charges (as indicated by checking applicable box):
- ☒ One Time Charge: \$ \_\_\_\_\_ payable as follows:
- See Schedule A

VIII. Testing Period: 30 days starting with the initial training session on each application.

IX. Warranty (according to applicable box as checked):

☐ Warranted as set forth in the Agreement.

☐ AS IS

X. Program Services to be provided (check applicable box, complete period and provide description of Special Services, if any):

A. Type

☒ Central Service for period of 90 days starting with the initial training session on  
each application.

☐ Local Service for period of \_\_\_\_\_

☐ Local Assistance for period of \_\_\_\_\_

☐ Support Center for period of \_\_\_\_\_

B. Special Services:

☐ Support commencing upon delivery of the Licensed Program to the Customer. All Licensed Programs will be installed  
on a "best efforts; basis by both parties.

☒ Other as follows: This contract contemplates the use of standard licensed programs  
specified. Any modifications thereto shall be provided for on a time and  
materials basis by separate agreement.  
Additional Licenses (if any): \_\_\_\_\_

XI.

A. Description: \_\_\_\_\_

B. Effective Date: \_\_\_\_\_

C. Basic License or Distributed Systems License Option  
(indicate appropriate item): \_\_\_\_\_