



**AGENDA**  
**CITY COUNCIL MEETING**  
**DECEMBER 4, 2018 @ 7:00 P.M.**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, December 4, 2018 at 7:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

**CALL TO ORDER – Roll Call and Determination of a Quorum**

**PLEDGE OF ALLEGIANCE**

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

TEXAS PLEDGE: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

**PUBLIC COMMENTS** The City Council invites any person with business before the Council to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

**ITEMS OF COMMUNITY INTEREST**

- MAYOR PETTLE OFFICIALLY CANCELED THE TUESDAY, DECEMBER 18, 2018 CITY COUNCIL MEETING DUE TO CHRISTMAS DAY HOLIDAY
- MAYOR PETTLE OFFICIALLY CANCELED THE TUESDAY, JANUARY 1, 2019 CITY COUNCIL MEETING DUE TO NEW YEAR'S DAY HOLIDAY

**CONSENT AGENDA** Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.

1. APPROVAL OF MEETING MINUTES FOR NOVEMBER 13, 2018. [SCOTT GREY]
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 771, SUPPORTING SPEED STUDY. [SHELBY]

**INDIVIDUAL CONSIDERATION ITEMS**

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-592, REGARDING A BANK DEPOSITORY AGREEMENT. [SAVAGE]
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-593, AUTHORIZING THE PURCHASE OF NEW FINANCIAL, PAYROLL, TRANSPARENCY, UTILITY BILLING AND BUILDING PERMIT SOFTWARE FROM TYLER TECHNOLOGIES. [OLSON/SHELBY/SAVAGE]

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-594, REGARDING HOME RULE. [SHELBY]
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 772, APPROVING/GRANTING A FRANCHISE TO GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, TO CONDUCT A BUSINESS OF SUPPLYING ELECTRIC ENERGY FOR LIGHT, HEAT AND POWER IN THE CITY OF PARKER, AND TO CONSTRUCT, OPERATE, AND MAINTAIN AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM ALONG, UPON AND ACROSS THE UTILITY EASEMENTS, RIGHTS-OF-WAY, STREETS, ROADS, LANES, ALLEYS AND BRIDGES [SHELBY]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-590, MAKING APPOINTMENTS TO THE PLANNING AND ZONING (P&Z) COMMISSION. [PETTLE] [TABLED - 11132018]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-591, MAKING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT (ZBA). [PETTLE] [TABLED - 11132018]
9. CONSIDERATION/DISCUSSION AND/OR ANY APPROPRIATE ACTION ON PURSUING A CITY OF PARKER, TEXAS, POST OFFICE/ZIP CODE. [PETTLE]

## **ROUTINE ITEMS**

10. FUTURE AGENDA ITEMS

11. ADJOURN

In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions that require that a meeting be open. Should Council elect to convene into Executive Session, those exceptions will be specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this Notice of Meeting was posted on or before November 30, 2018 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

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Date Notice Removed

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Patti Scott Grey  
City Secretary

The Parker City Hall is Wheelchair accessible. Sign interpretations or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972 442 6811.



## Council Agenda Item

Item 1  
C'Sec Use Only

Budget Account Code:	Meeting Date: December 4, 2018
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: November 19, 2018
Exhibits:	<a href="#">Proposed Minutes</a>

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR November 13, 2018. [SCOTT GREY]

### SUMMARY

Please review the attached minutes. If you have any questions, comments, and/or corrections, please contact the City Secretary at [PGrey@parkertexas.us](mailto:PGrey@parkertexas.us) prior to the City Council meeting.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	11/28/2018
City Attorney:		Date:	
Acting City Administrator:	<i>Luke Olson</i>	Date:	11/30/2018

**MINUTES**  
**CO/GO Workshop @ 6:00 p.m.**  
**CITY COUNCIL MEETING @ 7:30 p.m.**  
**NOVEMBER 13, 2018**

**CO/GO WORKSHOP 6:00 P.M. TO 7:00 P.M. Discussion and Review of CO/GO Bonds.**

CERTIFICATE OF OBLIGATION (CO) AND GENERAL OBLIGATION (GO) BOND WORKSHOP. [BOND COUNSEL – CHRIS SETTLE AND ERICK MACHA]

Bond Counsel Erick Macha and Chris Settle presented a PowerPoint, giving an overview of Municipal Bonds. (See Exhibit 1 – Hilltop Securities, Inc. Director Erick Macha's PowerPoint, dated November 13, 2018.)

**RECEPTION – 7:00 P.M. TO 7:30 P.M. Recognition and Reception for Former Mayor, Mayor Pro Tem, and City Staff**

In appreciation of their service to the City, plaques were presented to former Mayor Z Marshall and former Mayor Pro Tem Scott Levine during the reception.

**CALL TO ORDER – Roll Call and Determination of a Quorum**

The Parker City Council met in a special meeting on the above date at Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

Mayor Lee Pettie called the meeting to order at 7:39 p.m. Councilmembers Cindy Meyer, Cleburne Raney, Edwin Smith, and Ed Standridge were present. Patrick Taylor was absent.

Staff Present: City Administrator Luke Olson, Asst. City Administrator/City Secretary Patti Scott Grey, Finance/H.R. Manager Grant Savage, City Attorney Brandon Shelby, Fire Chief Mike Sheff, Police Chief Richard Brooks and Public Works Director Gary Machado

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Sharon Macduff led the pledge.

TEXAS PLEDGE: Public Works Director Gary Machado led the pledge.

**PUBLIC COMMENTS** The City Council invites any person with business before the Council to speak. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

None

**ITEMS OF COMMUNITY INTEREST**

- MAYOR PETTIE OFFICIALLY CANCELED THE TUESDAY, NOVEMBER 20, 2018 CITY COUNCIL MEETING DUE TO THANKSGIVING DAY HOLIDAY
- MAYOR PETTIE OFFICIALLY CANCELED THE TUESDAY, DECEMBER 18, 2018 CITY COUNCIL MEETING DUE TO CHRISTMAS DAY HOLIDAY



- MAYOR PETTLE OFFICIALLY CANCELED THE TUESDAY, JANUARY 1, 2019 CITY COUNCIL MEETING DUE TO NEW YEAR'S DAY HOLIDAY

**CONSENT AGENDA** Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.

1. APPROVAL OF MEETING MINUTES FOR JULY 17, 2018. [SCOTT GREY]
2. APPROVAL OF MEETING MINUTES FOR AUGUST 7, 2018. [SCOTT GREY]
3. APPROVAL OF MEETING MINUTES FOR AUGUST 11, 2018. [SCOTT GREY]
4. APPROVAL OF MEETING MINUTES FOR AUGUST 21, 2018. [SCOTT GREY]
5. APPROVAL OF MEETING MINUTES FOR AUGUST 28, 2018. [SCOTT GREY]
6. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 4, 2018. [SCOTT GREY]
7. APPROVAL OF MEETING MINUTES FOR SEPTEMBER 18, 2018. [SCOTT GREY]
8. APPROVAL OF MEETING MINUTES FOR OCTOBER 8, 2018. [SCOTT GREY]
9. APPROVAL OF MEETING MINUTES FOR OCTOBER 19, 2018. [SCOTT GREY]
10. REPUBLIC WASTE QUARTERLY REPORT. [BERNAS]
11. INVESTMENT QUARTERLY REPORT. [SAVAGE]
12. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, FIRE, POLICE AND WEBSITE
13. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ACCEPTING A DONATION IN THE AMOUNT OF \$1,000.00 FROM FARMERS ELECTRIC CHARITABLE FOUNDATION FOR THE PARKER FIRE DEPARTMENT. [SHEFF/SAVAGE]
14. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-586 AWARDED THE 2018 EASTSIDE GROUND STORAGE RESERVOIR NO. 1 & NO. 2 REPAINT CONTRACT. [MACHADO]
15. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-587, APPOINTING TEXSTAR SIGNATORIES. [SAVAGE]

MOTION: Councilmember Standridge moved to approve consent agenda items 1 through and 15. Mayor Pro Tem Raney seconded with Councilmembers Meyer, Raney, Smith, and Standridge voting for the motion. Motion carried 4-0.

## INDIVIDUAL CONSIDERATION ITEMS

16. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-588 ON INVESTMENT POLICY. [SAVAGE]

Finance/H.R. Manager Savage requested the following change to the Investment Policy, ARTICLE VIII PORTFOLIO AND INVESTMENT ASSET PARAMETERS, (D) Diversification, (5) The City shall not invest more than ~~80%~~ 90% of the investment portfolio in any individual money market mutual fund or government investment pool.

Councilmember Meyer inquired about ARTICLE V RESPONSIBILITY AND CONTROL, E. Investment Training Requirements and voiced concern regarding the timeframe the Investment Officer and Investment Committee members may receive training. City Council discussed the matter and decided to leave the section, as is, for the time being.

MOTION: Councilmember Standridge moved to approve the Investment Policy with the change from 80% to 90%, as noted. Mayor Pro Tem Raney seconded with Councilmembers Meyer, Raney, Smith, and Standridge voting for the motion. Motion carried 4-0.

17. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 767, APPROVING THE 2018 TAX ROLL. [SAVAGE]

Finance/H.R. Manager Savage commented this item could be pulled.

City Attorney Shelby noted the 2018 Tax Roll was approved in Ordinance No. 764 (Adopting a Tax Rate for 2018), **SECTION 4. The tax roll as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.** The ordinance has been emailed to and filed with Collin County. Therefore, this ordinance is not necessary.

The Mayor moved to the next item.

18. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ADDING A PART TIME POSITION. [OLSON/SAVAGE]

City Administrator Olson said he and staff are requesting the addition of a part time position, an Administrative Coordinator, to help staff with transitioning to a new software system early next year; to be cross trained in a variety of functions to help where needed; to assist with financial duties, such as payroll and accounts payable; to assist with utility billing and building permits; generally, to help staff get caught up and finally to help with succession for administrative retirements and/or vacancies. This part time position would not have benefits. It would allow City staff an opportunity to evaluate the hire for consideration of any future vacancies that may occur.

Mayor Pettie noted the nine (9) sets of minutes on tonight's agenda and said to help the City Secretary with City Council, Planning and Zoning, and other boards, commissions, and committees minutes, this position is needed to get work completed timely.

MOTION: Councilmember Smith moved to approve hiring a part time, no benefits Administrative Coordinator. Councilmember Standridge seconded with Councilmembers Meyer, Raney, Smith, and Standridge voting for the motion. Motion carried 4-0.

19. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-589, APPROVING A ONE (1) YEAR EXTENSION TO THE NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) AND CITY OF PARKER, TEXAS' SOUTHFORK RANCH PROPERTIES AGREEMENT. (OLSON/MACHADO)

Public Works Director Machado noted this was a simple one (1) year extension with no changes.

Councilmember Meyer inquired about previous agreements, why an agreement extension was needed at this time, and if there would be any liability issues for the City.

Mr. Machado said he did not have the previous agreements with him to answer Councilmember Meyer's questions at this time, but he would be happy to meet with her and review the past agreements. City Attorney Shelby said he did not see a

liability issue, since the City has had a similar agreement since 1996, and it remained unchanged.

MOTION: Councilmember Standridge moved to approve Resolution No. 2018-589, authorizing a one (1) year extension to the NTMWD and City of Parker, Texas' Southfork Ranch Properties Agreement (Third Amendment) for regional wastewater customer service. Mayor Pro Tem Raney seconded with Councilmembers Meyer, Raney, Smith, and Standridge voting for the motion. Motion carried 4-0.

20. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 768, AMENDING THE FISCAL YEAR 2018-2019 BUDGET AND AUTHORIZING THE USE OF THE CITY'S PROPRIETARY CONTINGENCY FUNDS FOR THE PAYMENT OF UNSCHEDULED, MAJOR REPAIRS TO CITY SEWER DEPARTMENT LIFT STATION. [MACHADO/SAVAGE]

Public Works Director Machado reviewed the item, stating extensive repairs are needed at the Lewis Lane Lift Station (pump repair) and the Lucas Road Lift Station (pump repair on both pumps and new guide rails). Repairs would be approximately \$15,000. Mr. Machado recommended transferring \$15,000 from the City's Proprietary Contingency Fund to the Sewer Department for unplanned, emergency maintenance and repair of the City Sewer Department's lift stations.

MOTION: Councilmember Standridge moved to approve Ordinance No. 768, amending the FY 2018-2019 Budget and authorizing the use of \$15,000 from the City's Propriety Contingency Fund to the Sewer Department for unplanned, emergency maintenance and repair of the City Sewer Department's lift stations. Councilmember Smith seconded with Councilmembers Meyer, Raney, Smith, and Standridge voting for the motion. Motion carried 4-0.

Mayor Pettie asked that the remaining items be pulled or tabled as adequate notice may not have occurred.

21. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-590 MAKING APPOINTMENTS TO THE PLANNING AND ZONING (P&Z) COMMISSION. [OLSON]

This item was tabled to a future agenda.

22. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-591 MAKING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT (ZBA). [OLSON]

This item was tabled to a future agenda.

23. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 769, UPDATING ORDINANCE NO. 284 (POLICE RESERVE FORCE). [SHELBY/BROOKS]

This item was tabled to a future agenda.

24. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 770, UPDATING ORDINANCE NO. 498 (POLICE DEPARTMENT OPERATIONS). [SHELBY/BROOKS]

This item was tabled to a future agenda.

## ROUTINE ITEMS

### 25. FUTURE AGENDA ITEMS

26. Mayor Lee Pettle asked if there were any items to be added to the future agenda. She encouraged everyone to please email her any requests. The next scheduled meeting would be the regular meeting, Tuesday, December 4, 2018.

#### UPDATE(S):

- SENSUS WATER UPDATE [OLSON]

The water system portal is now available for residents with one-inch (1") meters. Residents are encouraged to sign up for the portal, which will allow them to see their water usage at their convenience via their computer. It allows residents to set alarms and/or notifications, regarding usage. There are two (2) ways to access the portal from the City's website, on the homepage "A Spotlight on Parker" section or on the Utility Billing page. If you should have any questions or need assistance, please contact Utility Billing Administrator Kathy Clark at [kclark@parkertexas.us](mailto:kclark@parkertexas.us) or 972-442-6811.

- ACCEPTANCE OF CITY OF PARKER POLICE DEPARTMENT (\$40) AND PARKER FIRE DEPARTMENT (\$40) DONATIONS FOR THE RECORD (CHARLES AND KRISTL PEARL – ESTATE LANE DONATION)

As required by Resolution No. 2016-520, Mayor Pettle accepted Charles and Kristl Pearl's \$40 donation to the City of Parker Police Department and \$40 donation to the City of Parker Fire Department for the record. The Mayor, City Council, and staff thanked the Pearls for their generous donation.

- COUNTRYSIDE AND OLD GATE ASPHALT WORK UPDATE [MACHADO]

Public Works Director Machado said work was still being completed on Countryside Drive and Old Gate Lane and he was working with Mr. Grimm and other area residents on this project.

Members of the audience commended Public Works Director Machado for his efforts.

- REPUBLIC SERVICES HOUSEHOLD HAZARDOUS WASTE (HHW) DISPOSAL AND DRUG TAKE BACK EVENTS ARE SATURDAY, OCTOBER 27, 2018, 10:00 AM – 2:00 PM

Mayor Pettle noted both the Home Hazardous Waste (HHW) collection and the Drug Take Back events were successful. Chief Brooks agreed the Drug Take Back event was very successful and noted the Parker Police Department planned to have a place for residents to drop off unused or expired drugs in the new Municipal Complex.

- HOME RULE

Mayor Pro Tem Raney commented in March of this year, City Council moved to suspend the Home Rule Charter Commission (HRCC) until after the May 5, 2018 General and Special Elections. A resolution, establishing or re-establishing a population of 5,000 and authorizing the Mayor and City Council to set criteria for nomination and selection, is being prepared and would hopefully be presented for approval before January 2019.

27. ADJOURN

Mayor Lee Pettie adjourned the meeting at 8:22 p.m.

APPROVED:

\_\_\_\_\_  
Mayor Lee Pettie

ATTESTED:

Approved on the 4th day  
of December, 2018.

\_\_\_\_\_  
Patti Scott Grey, City Secretary

# Overview of Municipal Bonds

November 13, 2018

**George Williford**

**Regional Managing Director**

**214.953.8705**

**[george.williford@hilltopsecurities.com](mailto:george.williford@hilltopsecurities.com)**

**Erick Macha**

**Director**

**214.953.4033**

**[erick.macha@hilltopsecurities.com](mailto:erick.macha@hilltopsecurities.com)**

**Karla Gonzales**

**Assistant Vice President**

**214.953.4010**

**[karla.gonzales@hilltopsecurities.com](mailto:karla.gonzales@hilltopsecurities.com)**



# Types of Bonds

# General Obligation Bonds “GOs”

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- Requires bond election for authorization
- Issued for any public purpose
  - Real Property
  - Personal Property
  - Legal Judgment
  - Land Acquisition
- Amortization not to exceed 40 years
- Secured in Texas by issuer’s ad valorem taxing power
  - Viewed as City’s most secure obligation
  - General Law City (under 5,000 population) - up to \$1.50 tax (\$1.00 I&S)
  - Home Rule City (over 5,000 population) - up to \$2.50 tax (\$1.50 I&S) as determined by City Charter
- Attracts lowest interest rate
- I&S tax rate to pay back debt service is not subject to rollback



# Certificates of Obligation “COs”

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- Requires no voter authorization
  - A petition signed by 5% of the registered voters can force an election
- Notice of Intent to Issue is required
  - Published in the local paper on the same day of two consecutive weeks
  - First publication must be at least 30 days prior to sale date
- When secured solely by ad valorem taxes available purposes are limited to land acquisition, judgment funding, or purchase of heavy equipment
- When secured by an ad valorem tax and a revenue pledge, they can be issued for the same lawful purposes as GOs
- Sell at interest rates similar to GO bonds
- I&S tax rate to pay debt service is not subject to rollback

- Require authorization by ordinance and have a maximum maturity of seven years
- Secured by the following sources:
  - Pledge of anticipated ad valorem taxes or revenues
  - Proceeds from bonds previously authorized but not yet issued
  - Current revenue sources
- Issued to finance the following:
  - May be used for any public purpose, just like GO bonds
  - Pay contractual obligations incurred for professional services
  - Fund cash flow short fall (must be repaid following year)
- Sell at interest rates similar to GOs
- I&S tax rate to pay debt service is not subject to rollback

- Require no voter authorization
  - Water and sewer system, drainage system
  - Electric system, gas system, etc.
  - Sanitation
  - Sales tax
  - Special assessments
  - Special projects
  - Other
- Secured solely by the pledged revenues
- Typically sell at interest rates slightly higher than comparable GOs
- Usually require a debt service reserve fund
- Coverage factors and additional bonds test

# Professionals Involved in the Debt Issuance Process

# Professionals Involved in the Debt Issuance Process

## Financial Advisor

- Advises the issuer on all matters regarding bond issuance
- Issuer's representative in and to the bond market
- Fiduciary duty to the issuer

## Bond Counsel

- Counsel retained by the issuer to give legal opinions that the issuer is authorized to issue the bonds
- Provides legal opinion on the tax status of the bonds
- Prepares bond documents with input from financing team

## Underwriters

- Securities dealer which purchases municipal securities for resale; either by competitive or negotiated sale, and may purchase the securities in a group with other underwriters (an underwriting syndicate)

## Underwriter's Counsel / Disclosure Counsel

- Underwriter's Counsel represents the underwriter and works toward accurate disclosure in the offering documents
- Disclosure Counsel conducts independent due diligence to ensure complete and accurate disclosure in offering documents

## Paying Agent / Escrow Agent

- Paying Agent tracks ownership of the securities and coordinates distribution of funds for debt service payments from the issuer to the bondholders
- Escrow Agent holds bond proceeds in an escrow and distributes funds as described in the bond documents

## Rating Agencies

- Rating Agencies evaluate the credit quality of a debt instrument and assign credit (bond) ratings

## Bond Insurance / Credit Enhancement

- Organizations such as banks and insurance companies that lend their higher credit quality for a fee and guarantee debt service payments to the bondholders

## Trustee

- Financial institution with trust powers that acts in a fiduciary capacity to facilitate the collection, escrow, and distribution of funds for the benefit of the bondholder

- Advises the issuer on all matters regarding the bond issuance, including structure, timing, marketing, fairness of pricing, terms, bond ratings and credit enhancement
- Issuer's representative in and to the bond market (fiduciary duty to the issuer)
- Evaluate the cost effectiveness of various financing alternatives
  - Quantify the benefits and costs of various structuring considerations
- Assure that issuer is well informed in all phases of the transaction, including pricing and distribution
- Advise on the method of sale that maximizes the marketability of the issuer's debt and minimizes the overall borrowing cost
- Provide ongoing financial advisory services apart from bond sales

- An attorney, retained by the issuer, who gives a legal opinion (if applicable) that the issuer is authorized to issue the proposed securities, the issuer has met all legal requirements necessary for issuance, and interest on the proposed securities will be exempt from federal income taxation
- Addresses legal issues associated with the financial structure of the transaction and works with bond team to resolve all issues
- Responsible for preparing bond and closing documents, with input from other counsel and members of the financing group
- Provides legal opinions at closing that:
  - Bonds and underlying documents are valid and binding obligations of the issuer
  - Prepares transcript of bond proceedings containing legal documents related to the sale of the bonds and distributes transcript to issuer and members of the financing group
  - Define tax status of the bonds

- Dealer firm which will purchase a new issue of municipal securities for resale
- Municipal market expert responsible for pricing the bonds
- Fiduciary duty is to bond investors, not to the issuer
- The Underwriter may acquire the securities by either competitive or negotiated sale
- Complies with regulatory mandates for the pricing and sale of municipal securities



# Further Considerations When Issuing Debt

# Credit Rating Scales

	Fitch Investors Service	Moody's Investors Service	Standard & Poor's Rating Service
Highest	AAA	Aaa	AAA
	AA+	Aa1	AA+
	AA	Aa2	AA
	AA-	Aa3	AA-
	A+	A1	A+
	A	A2	A
	A-	A3	A-
	BBB+	Baa1	BBB+
	BBB	Baa2	BBB
	BBB-	Baa3	BBB-
Lowest	NON-INVESTMENT GRADE		

Rating vs. Interest Rate Has Inverse Correlation	
Rating Assigned	Interest Rate
<p>The higher the rating the lower the interest rate and the cost of bond insurance.</p> <p>The opposite applies as well.</p>	

\* City of Parker

## ■ Competitive Sales

- A sale that is conducted using sealed bids
- Basic terms and conditions are set by issuer
- Bids are submitted in accordance with those terms
- Bid resulting in the lowest effective cost for the issuer is chosen
- Modern technology and communications have allowed the ability to adjust the provisions of sale in order to respond to market needs, structuring needs, or others factors otherwise limited by the nature of the bidding parameters

## ■ Negotiated Sales

- Issuer selects the underwriter(s) prior to the bond sale
- Interest rates, underwriter compensation, and expenses are determined through negotiation with the underwriter

## ■ Private Placements

- Interest rates are determined through negotiation with one or more investors
- These are usually banks or other institutional market participants
- “Committed lending period” is often limited, as is the bank’s investment horizon

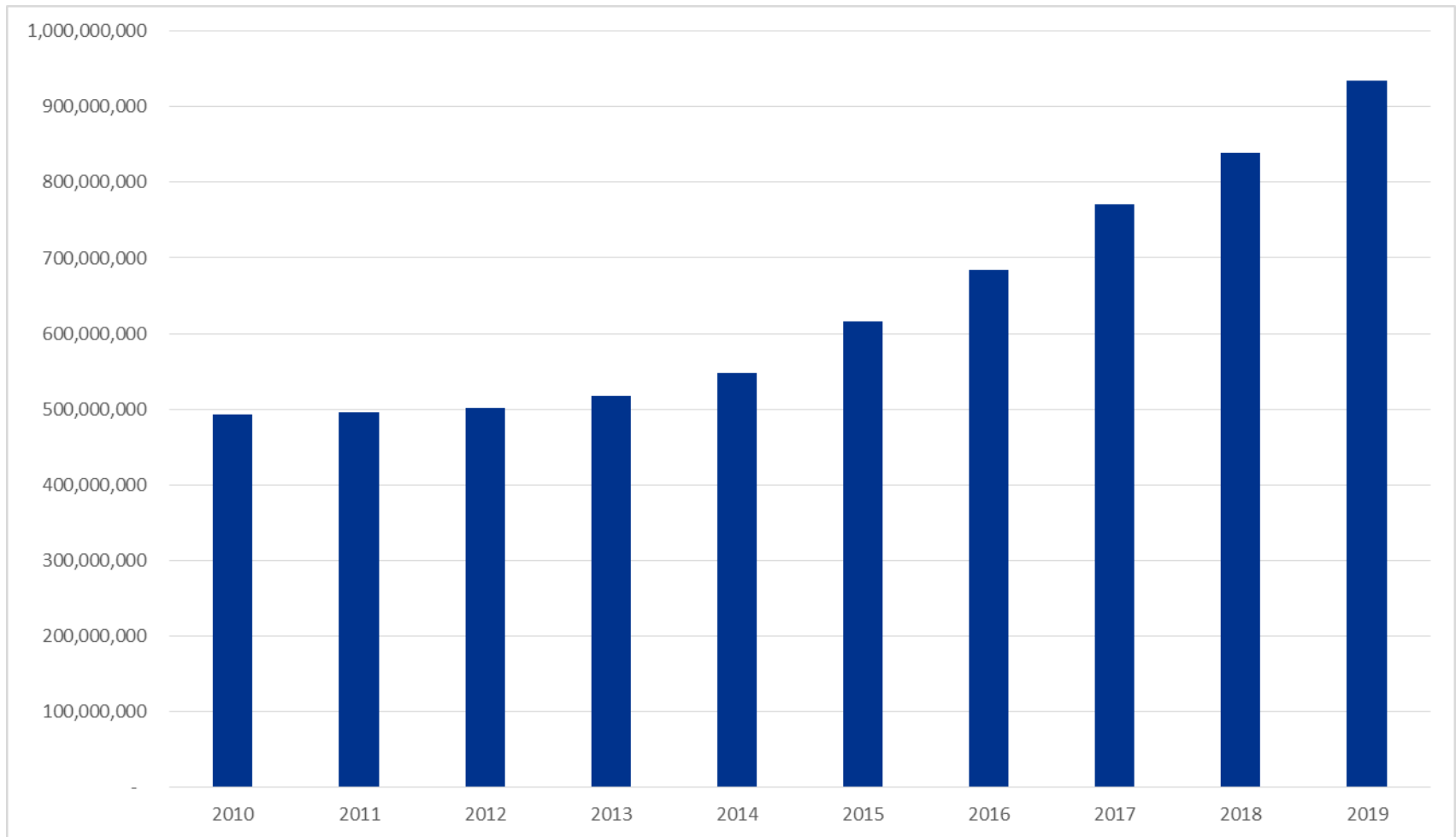
# Bank Qualified Considerations

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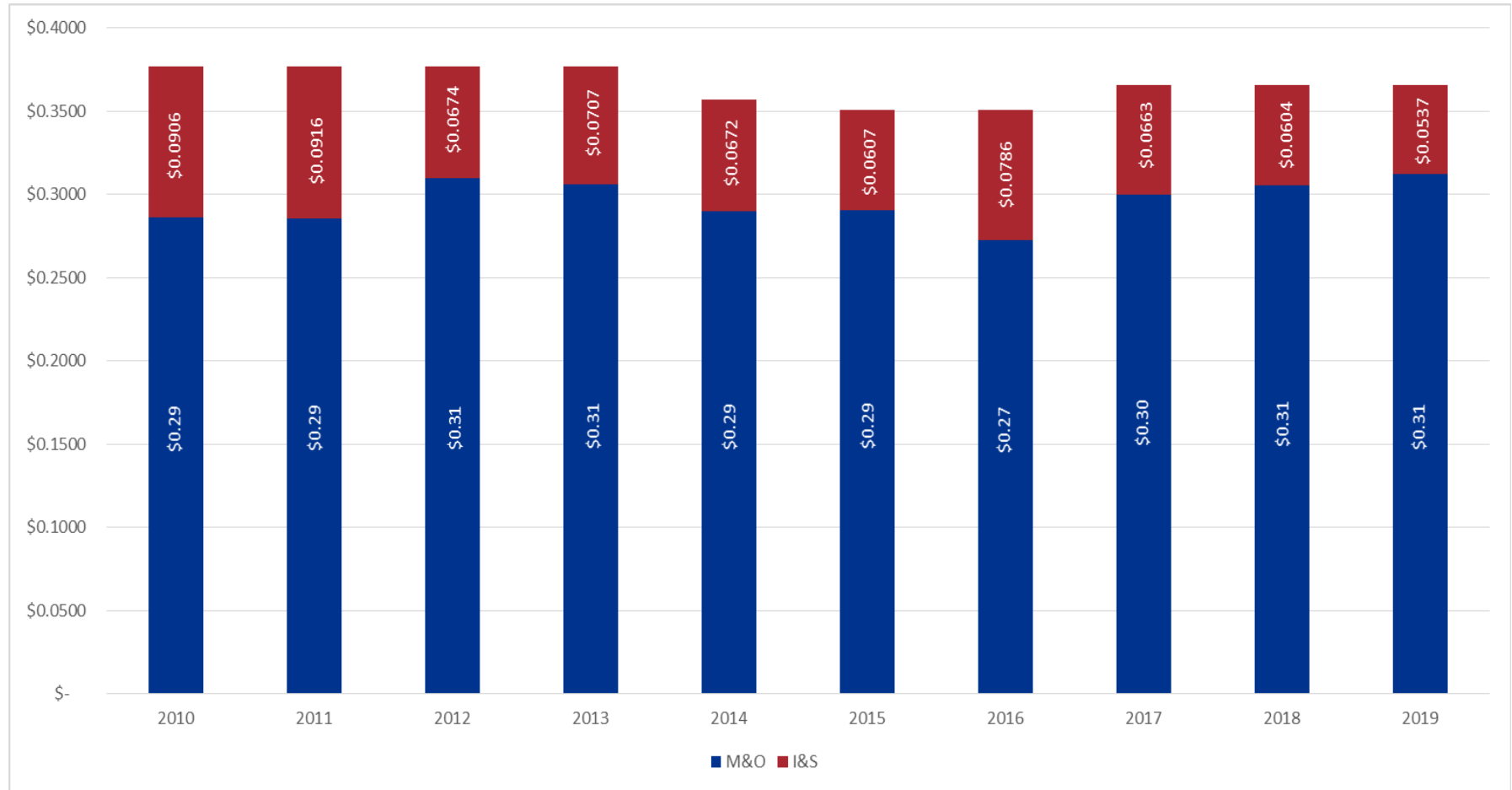
- Municipal entity issuing \$10 million or less in a calendar year may declare its bonds Bank Qualified (“BQ”)
- Tax-exempt leases count against the \$10 million cap
- Taxable issues do not impact the \$10 million cap
- The value of BQ designation versus non-BQ changes in the market
- Caution against early year designation of bonds as BQ

# City of Parker

# Historical Taxable Assessed Valuation



# Historical Tax Rates

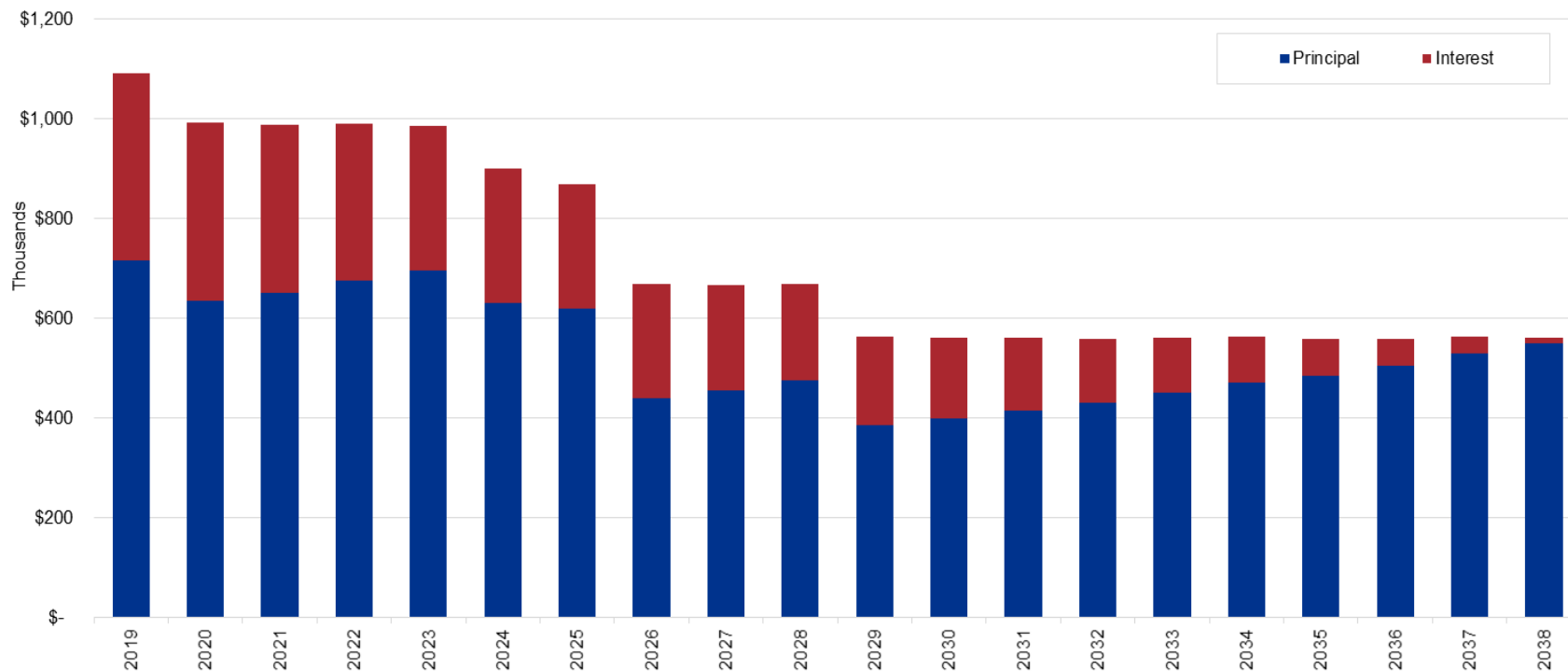


# Overview of Outstanding General Obligation Debt

## Summary of Outstanding Bonds

Issue	Amount Outstanding	Rates	Call Date	Final Maturity
Combination Tax and Water and Sewer System Limited Pledge Revenue Certificates of Obligation, Series 2018	6,075,000	2.00% - 4.00%	2/15/2028	2/15/2038
Tax and Water and Sewer System Revenue Certificates of Obligation, Series 2015	1,070,000	2.09%	Currently Callable	2/15/2025
General Obligation Refunding Bonds, Series 2011	3,285,000	3.00% - 4.00%	2/15/2020	2/15/2028
General Obligation Refunding Bonds, Series 2010	180,000	3.50%	Non-Callable	7/15/2019

## General Obligation Debt Service





# Outstanding General Obligation Debt

Fiscal Year Ended 9/30	Total Outstanding Debt			Less Utility System General Obligation Obligation Requirements	General Purpose General Obligation Requirements
	Principal	Interest	Total		
2019	\$ 715,000	\$ 375,812	\$ 1,090,812	\$ 589,746	\$ 501,066
2020	635,000	357,612	992,612	559,448	433,164
2021	650,000	337,977	987,977	560,300	427,677
2022	675,000	315,215	990,215	561,811	428,404
2023	695,000	291,600	986,600	557,765	428,835
2024	630,000	269,359	899,359	559,394	339,965
2025	620,000	248,720	868,720	558,334	310,386
2026	440,000	229,844	669,844	559,028	110,816
2027	455,000	212,435	667,435	557,865	109,570
2028	475,000	194,143	669,143	558,483	110,660
2029	385,000	177,100	562,100	562,100	-
2030	400,000	161,400	561,400	561,400	-
2031	415,000	145,100	560,100	560,100	-
2032	430,000	128,200	558,200	558,200	-
2033	450,000	110,600	560,600	560,600	-
2034	470,000	92,200	562,200	562,200	-
2035	485,000	73,100	558,100	558,100	-
2036	505,000	53,300	558,300	558,300	-
2037	530,000	32,600	562,600	562,600	-
2038	550,000	11,000	561,000	561,000	-
	<u>\$ 10,610,000</u>	<u>\$ 3,817,317</u>	<u>\$ 14,427,317</u>	<u>\$ 11,226,774</u>	<u>\$ 3,200,543</u>

# City of Parker Rated AA+ by Standard & Poor's

# Standard & Poor's Rates City of Parker "AA+"

Standard & Poor's Report – July 9, 2018

## Strengths

- Very Strong economy
  - With access to broad and diverse metropolitan statistical area (MSA)
  - Overall, the City's market value grew by 8.7% over the past year.
- Adequate management
  - With standard financial policies and practices
- Strong budgetary performance
  - With a slight operating surplus in the general fund and an operating surplus at the total governmental fund level in fiscal year 2017
- Very strong budgetary flexibility
  - With a high available fund balance in fiscal 2017 of 128% of operating expenses
- Very strong liquidity
  - With total government available cash at 133.3% of total governmental fund expenditures and 11.3x governmental debt service in 2017

## Challenges

- Very weak debt and contingent liabilities profile
  - With debt service carrying charges at 11.8% of expenditures and net direct debt that is 222% of total governmental fund revenue.
  - Standard & Poor's characterization of debt profile has changed to very weak from adequate, due to the sizeable Series 2018 debt issuance and the no longer rapid amortization

## Upside scenario

- Standard & Poor's could raise the rating if the City's debt profile improves and the City formalizes additional management policies and practices, particularly in the area of long-term capital and financial planning.

## Downside scenario

- Standard & Poor's could lower the rating if the City experiences financial pressures-related to the higher-debt burden or otherwise—that lead to structural budget imbalance and substantial declines in reserves.

# Texas Cities Rated “AA+” and “AAA” by Standard & Poor’s

AA+	AAA
Abilene, City of	Addison, Town of
Cedar Park, City of	Allen, City of
College Station, City of	Arlington, City of
Conroe, City of	Austin, City of
Denton, City of	Bellaire, City of
Fairview, Town of	Bunker Hill Village, City of
Farmers Branch, City of	Carrollton, City of
Fair Oaks Ranch, City of	Colleyville, City of
Friendswood, City of	Coppell, City of
Frisco, City of	Deer Park, City of
Garland, City of	Flower Mound, Town of
Georgetown, City of	Grand Prairie, City of
Grapevine, City of	Highland Village, City of
Heath, City of	Irving, City of
Hedwig Village, City of	Katy, City of
Jersey Village, City of	Keller, City of
Lake Jackson, City of	Lewisville, City of
League City, City of	McKinney, City of
Lubbock, City of	Mansfield, City of
Lucas, City of	Plano, City of
McAllen, City of	Richardson, City of
Manvel, City of	Round Rock, City of
Midland, City of	San Antonio, City of
North Richland Hills, City of	Shavano Park, City of
Oak Point, City of	Southlake, City of
<b>Parker, City of</b>	Southside Place, City of
Port Aransas, City of	Sugar Land, City of
Prosper, Town of	West University Place, City of
Rockwall, City of	Amarillo, City of
Schertz, City of	Piney Point Village, City of
Shenandoah, City of	Westlake, Town of
South Padre Island, City of	Spring Valley Village, City of
The Colony, City of	Alamo Heights, City of
Tomball, City of	
Trophy Club, Town of	
Universal City, City of	
Waco, City of	
Webster, City of	
Woodway, City of	
Horseshoe Bay, City of	
Liberty Hill, City of	
Copper Canyon, Town of	
Sunrise Beach Village, City of	
Total: 43	Total: 33



## Council Agenda Item

Item 2  
C'Sec Use Only

Budget Account Code:	Meeting Date: December 4, 2018
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: November 7, 2018
Exhibits:	<ul style="list-style-type: none"><li>• <a href="#">Proposed Ordinance</a></li><li>• <a href="#">Speed Study</a></li></ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 771, SUPPORTING SPEED STUDY. [SHELBY]

### SUMMARY

In September, Texas Department of Transportation (TxDot) contacted City Staff for a concurrence or support for the speed zone study. Please review the information provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	11/28/2018
City Attorney:	<i>Brandon Shelby</i>	Date:	11/28/2018
City Administrator:	<i>Luke Olson</i>	Date:	11/30/2018

**ORDINANCE NO. 771**  
**{Speed Zone Ordinance}**

**AN ORDINANCE OF THE CITY OF PARKER, TEXAS ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON WITHIN THE CORPORATE LIMITS OF THE CITY OF PARKER, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200.00 FOR THE VIOLATION OF THIS ORDINANCE.**

**WHEREAS**, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and,

**WHEREAS**, the Texas Department of Transportation has conducted a speed study and determined that reasonable speeds should be those reflected in Exhibit A attached hereto on the referenced sections of roadway;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS:**

**SECTION 1.** Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Transportation Code, Section 545.356, the following prima facie speed limits hereafter indicated for vehicles on the attached Exhibit "A" (strip map) are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as indicated therein.

**SECTION 2.** The Mayor is hereby authorized to cause to be erected, appropriate signs indicating such speed zones.

**SECTION 3.** Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Two Hundred Dollars (\$200.00).

**PASSED AND APPROVED THIS 4th DAY OF December, 2018.**

**CITY OF PARKER, TEXAS**

---

**Lee, Pettie, Mayor**

Attest:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Brandon Shelby, City Attorney

APPROVED:

\_\_\_\_\_  
Luke Olson, City Administrator

FM 2551

DEVELOPMENT	OPEN		OPEN/COMM.
RES. SIGHT DISTANCE			
BALL BANK OR ADVISORY SPEED			
CURVES OVER 2°			
GRADES OVER 3%			
SURFACE WIDTH AND TYPE	1 LANE		
R.O.W. AND RDBD. WIDTH			
ACCIDENTS			
ZONE LENGTHS (MILES)	0.560	1.327	
ZONE SPEEDS (M.P.H.)	45 MPH	50 MPH	
EXISTING SPEED LIMIT	40 MPH	55 MPH	55 MPH
ZONE SPEEDS (M.P.H.)	45 MPH	50 MPH	
ZONE LENGTHS (MILES)	0.560	1.327	
ACCIDENTS			
R.O.W. AND RDBD. WIDTH			
SURFACE WIDTH AND TYPE	1 LANE		
GRADES OVER 3%			
CURVES OVER 2°			
BALL BANK OR ADVISORY SPEED			
RES. SIGHT DISTANCE			
DEVELOPMENT	OPEN	OPEN/RESI.	OPEN/COMM.

DISTRICT: DALLAS	COUNTY: COLLIN	MINUTE NO. : _____	DATE ____/____/____
HIGHWAY: FM 2551	CITY: PARKER/LUCAS/ALLEN	REPLACES : _____	DATE ____/____/____
DATE OF STUDY 08-15-18	SCALE 1" = 0.1 MILES	REPLACED BY : _____	DATE ____/____/____
		CANCELLED BY : _____	DATE ____/____/____

LIMITS OF ZONE							
SECTION ONE		LENGTH      MILES		SECTION TWO		LENGTH      MILES	
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		+	-	( )
	MP				MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		+	-	( )
	MP				MP		

42	85 PERCENTILE SPEED
62	TOP SPEED MEASURED
125	NUMBER OF CARS CHECKED

- ☐ FATAL ACCIDENT  
☒ PERSONAL INJURY ACCIDENT  
☐ PROPERTY DAMAGE ACCIDENT

— INDICATES SECTION ZONED  
BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

 TRIAL RUN

SPEED ZONE

CONT. 2056 SEC. 01  
LIMITS: FROM FM 2170 TO FM 2514

**SHEET 1 OF 4**



Texas Department of Transportation

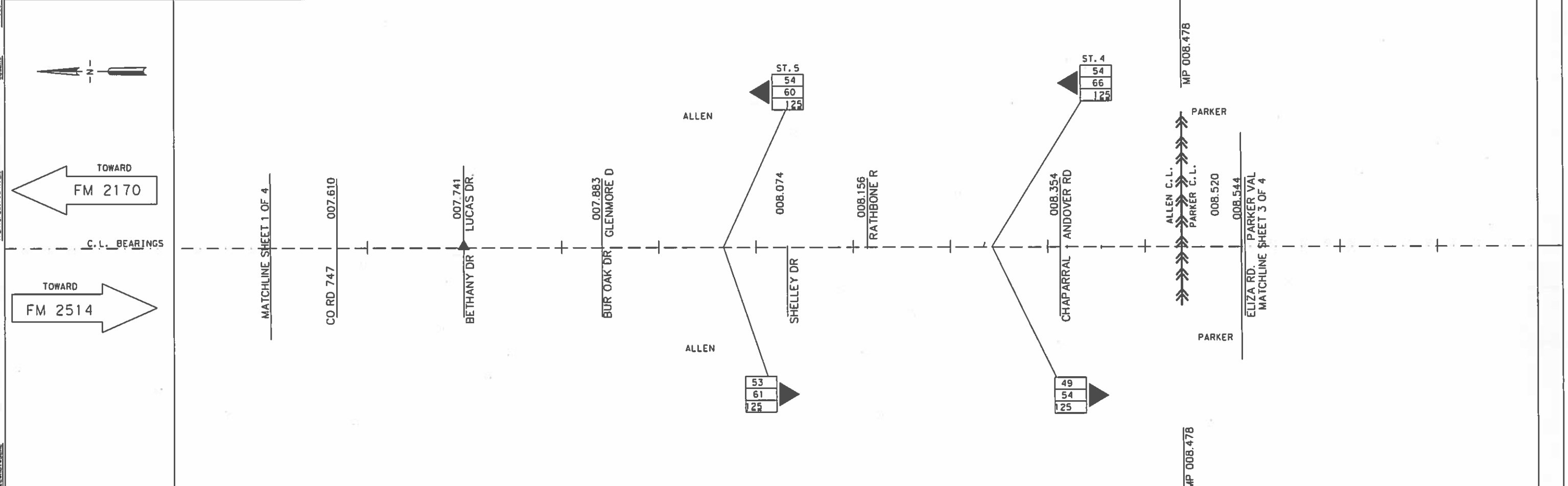
SPEED STUDY  
COLLIN COUNTY  
FM 2551

DESIGN TEAM	FED. HCL DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
	STATE	STATE DIST. NO.	COUNTY	
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.



FM 2551

DEVELOPMENT	OPEN/COMM.	OPEN
RES. SIGHT DISTANCE		
BALL BANK OR ADVISORY SPEED		
CURVES OVER 2°		
GRADES OVER 3%		
SURFACE WIDTH AND TYPE	1 LANE	
R.O.W. AND RDBD. WIDTH		
ACCIDENTS		
ZONE LENGTHS (MILES)	1.327	0.582
ZONE SPEEDS (M.P.H.)	50 MPH	50 MPH



EXISTING SPEED LIMIT	55 MPH	45 MPH
ZONE SPEEDS (M.P.H.)	50 MPH	50 MPH
ZONE LENGTHS (MILES)	1.327	0.582
ACCIDENTS		
R.O.W. AND RDBD. WIDTH		
SURFACE WIDTH AND TYPE	1 LANE	
GRADES OVER 3%		
CURVES OVER 2°		
BALL BANK OR ADVISORY SPEED		
RES. SIGHT DISTANCE		
DEVELOPMENT	OPEN/RESI.	OPEN

DISTRICT: DALLAS	COUNTY: COLLIN	MINUTE NO. :	DATE / /
HIGHWAY: FM 2551	CITY: PARKER/LUCAS/ALLEN	REPLACES :	DATE / /
DATE OF STUDY 08-15-18	SCALE 1" = 0.1 MILES	REPLACED BY :	DATE / /
		CANCELLED BY :	DATE / /

LIMITS OF ZONE							
SECTION ONE		LENGTH	MILES	SECTION TWO		LENGTH	MILES
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		0 + 00	-	( )
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		0 + 00	-	( )

42 85 PERCENTILE SPEED  
62 TOP SPEED MEASURED  
125 NUMBER OF CARS CHECKED

- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- SIGNALIZED INTERSECTION
- TRIAL RUN

SPEED ZONE  
CONT. 2056 SEC. 01  
LIMITS: FROM FM 2170 TO FM 2514

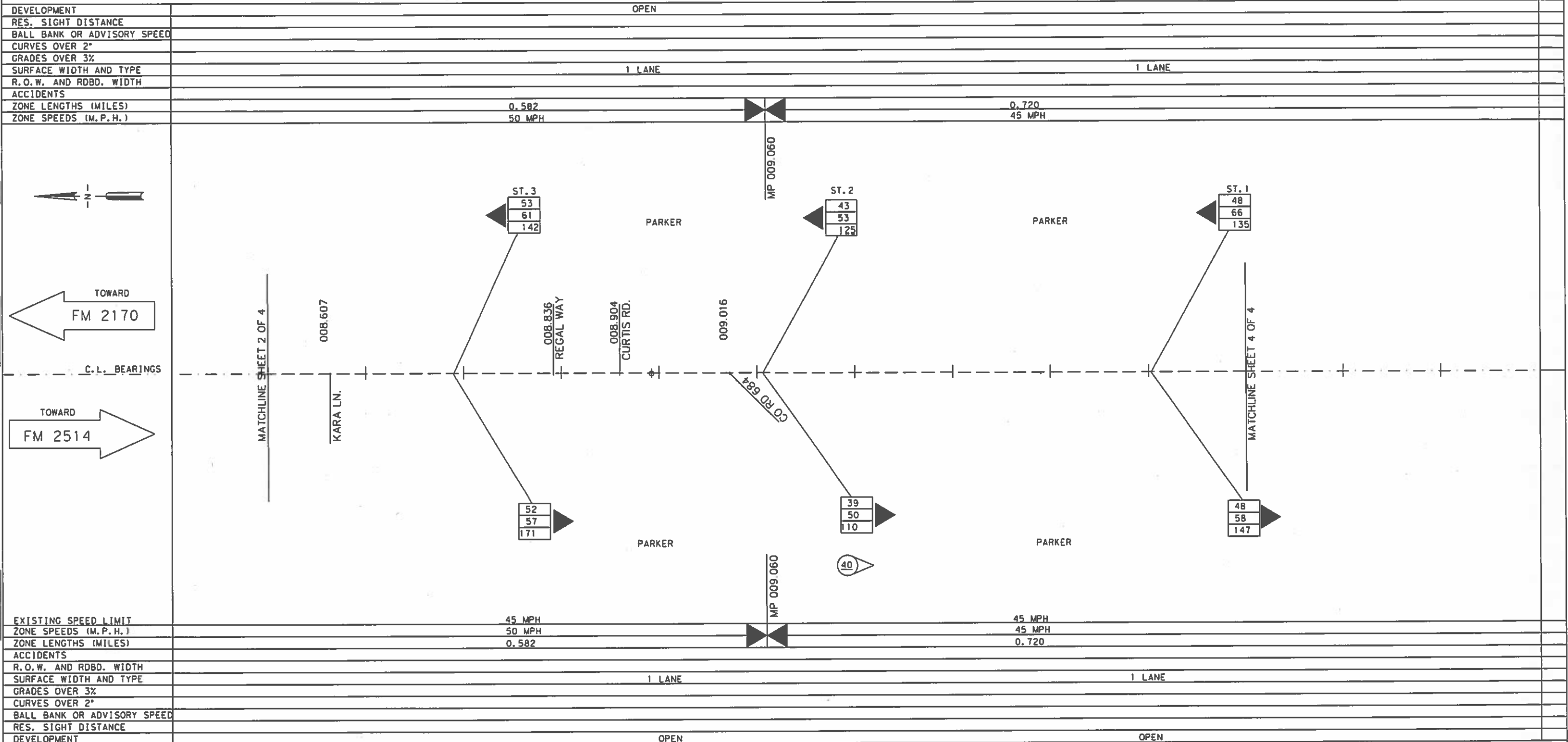
SHEET 2 OF 4

Texas Department of Transportation

SPEED STUDY  
COLLIN COUNTY  
FM 2551

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.

FM 2551



DISTRICT: DALLAS	COUNTY: COLLIN	MINUTE NO. :	DATE / /
HIGHWAY: FM 2551	CITY: PARKER/LUCAS/ALLEN	REPLACES :	DATE / /
DATE OF STUDY 08-15-18	SCALE 1" = 0.1 MILES	REPLACED BY :	DATE / /
		CANCELLED BY :	DATE / /

LIMITS OF ZONE							
SECTION ONE		LENGTH      MILES		SECTION TWO		LENGTH      MILES	
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	(    )		0 + 00	-	(    )
	MP				MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	(    )		0 + 00	-	(    )
	MP				MP		

- 42 85 PERCENTILE SPEED  
62 TOP SPEED MEASURED  
125 NUMBER OF CARS CHECKED
- FATAL ACCIDENT  
○ PERSONAL INJURY ACCIDENT  
○ PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- ▲ SIGNALIZED INTERSECTION
- TRIAL RUN

SPEED ZONE

CONT. 2056 SEC. 01

LIMITS: FROM FM 2170 TO FM 2514

SHEET 3 OF 4

Texas Department of Transportation

SPEED STUDY  
COLLIN COUNTY  
FM 2551

DESIGN TEAM	FED. NO. DIST. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.

FM 2551

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	1 LANE
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	0.720
ZONE SPEEDS (M.P.H.)	45 MPH

EXISTING SPEED LIMIT	45 MPH
ZONE SPEEDS (M.P.H.)	45 MPH
ZONE LENGTHS (MILES)	0.720
ACCIDENTS	
R.O.W. AND RDBD. WIDTH	
SURFACE WIDTH AND TYPE	1 LANE
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	OPEN

DISTRICT: DALLAS	COUNTY: COLLIN	MINUTE NO. : _____	DATE ____/____/____
HIGHWAY: FM 2551	CITY: PARKER/LUCAS/ALLEN	REPLACES : _____	DATE ____/____/____
DATE OF STUDY 08-15-18	SCALE 1" = 0.1 MILES	REPLACED BY : _____	DATE ____/____/____
		CANCELLED BY : _____	DATE ____/____/____

LIMITS OF ZONE							
SECTION ONE		LENGTH      MILES		SECTION TWO		LENGTH      MILES	
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		0 + 00	-	( )
	MP				MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		0 + 00	-	( )
	MP				MP		

- |     |                        |
|-----|------------------------|
| 42  | 85 PERCENTILE SPEED    |
| 62  | TOP SPEED MEASURED     |
| 125 | NUMBER OF CARS CHECKED |

- FATAL ACCIDENT
- ◐ PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT

— INDICATES SECTION ZONED  
BY COMMISSION MINUTE

**▲ SIGNALIZED INTERSECTION**

 TRIAL RUN

SPEED ZONE

CONT. 2056 SEC. 01  
LIMITS: FROM FM 2170 TO FM 2514

SHEET 4 OF 4



SPEED STUDY  
COLLIN COUNTY  
FM 2551

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.			SHEET NO.
	STATE	STATE DIST. NO.	COUNTY		
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.	HIGHWAY NO.	



## Council Agenda Item

Item 3  
C\*Sec Use Only

Budget Account Code:	Meeting Date: December 4, 2018
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: Finance/HR Manager Savage
Estimated Cost:	Date Prepared: 11/19/2018
Exhibits:	<ol style="list-style-type: none"><li>1) <a href="#">Proposed Resolution</a></li><li>2) <a href="#">Resolution No. 2017-561 (Ext. of Depository Services Agreement for 2018): 1<sup>st</sup> one-year extension</a></li><li>3) <a href="#">Resolution No. 2015-467 (Agreement 1/1/2015-12/31/2017 with options for three (3) one-year extensions)</a></li></ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-592, REGARDING A BANK DEPOSITORY AGREEMENT. [SAVAGE]

### SUMMARY

The City of Parker entered into a Depository Service Agreement with The American National Bank of Texas, effective January 2015 to December 2017. The agreement allows for three (3) one-year extensions. On December 5, 2017, City Council extended the agreement for the first of three (3) one-year extensions. The staff recommends extending the agreement for an additional year.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	11/19/2018
City Attorney:	<i>Brandon S. Shelby</i>	Date:	11/21/2018 via email
City Administrator:	<i>Luke Olson</i>	Date:	11/30/2018

**RESOLUTION NO. 2018-592**

*(Bank Depository Agreement)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING A ONE YEAR EXTENSION TO A BANK DEPOSITORY AGREEMENT BETWEEN THE CITY OF PARKER AND AMERICAN NATIONAL BANK OF ALLEN, TEXAS.**

**WHEREAS**, the City of Parker, Texas entered into a Bank Depository Agreement with American National Bank of Allen, Texas on January 8, 2015 ("Agreement"); and

**WHEREAS**, the City of Parker wishes to extend the Agreement for a period of one year beginning January 1, 2019 and expiring December 31, 2019.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:**

**Section 1.** Extension of the Agreement for a period of one year is approved.

**Section 2.** The Agreement is incorporated and made a part of this Resolution by reference.

**Section 3.** The Mayor is authorized to execute any and all necessary documents to effectuate the extension of the Agreement.

**Section 4.** Should any word, phrase, paragraph, section or portion of this resolution be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.

**DULY PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas, on this the 4th day of December, 2018.

CITY OF PARKER:

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

---

Brandon S. Shelby, City Attorney

Proposed

**RESOLUTION NO. 2017-561**  
*(Extension of Depository Services Agreement for 2018)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE EXTENSION OF A DEPOSITORY SERVICES AGREEMENT WITH AMERICAN NATIONAL BANK OF TEXAS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the Public Funds Investment Act, Chapter 2256, Tex. Gov't Code, the City Council of the City of Parker, Texas by resolution adopted an investment policy; and

**WHEREAS**, the City of Parker entered into an Depository Services Agreement with American National Bank of Texas with an initial term effective January 1, 2015 through December 31, 2017; and

**WHEREAS**, the Depository Services Agreement with American National Bank of Texas allows for annual extension for three one-year terms following the expiration of the initial term ; and

**WHEREAS**, the City Council for the City of Parker is satisfied with the services provided by American National Bank of Texas and wishes to extend the Depository Services Agreement for a term effective January 1, 2018 through December 31, 2018.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:**

**SECTION 1.** The City Council of the City of Parker hereby approves the extension of the Depository Services Agreement and related agreements with American National Bank of Texas, 720 South Greenville Avenue, Allen, Texas 75002 for a term effective January 1, 2018 through December 31, 2018.

**SECTION 2.** The City Council of the City of Parker hereby authorize the City Administrator to request said extension in writing and to execute all other necessary documents in connection therewith on behalf of the City of Parker. A copy of the original Depository Services Agreement is attached to this Resolution as Exhibit A.

**SECTION 3.** All provisions of the resolutions of the City of Parker, Texas, in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

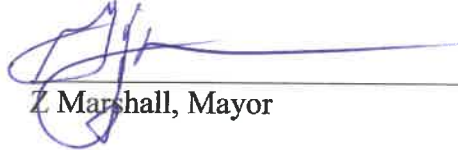
**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Agreement or resolution be adjudged or held to be void or unconstitutional,

the same shall not affect the validity of the remaining portions of said Agreement or Resolution which shall remain in full force and effect.

**DULY RESOLVED** by the City Council of the City of Parker, Collin County, Texas on this the 5th day of December, 2017, effective this date.



APPROVED:  
CITY OF PARKER

  
Z Marshall, Mayor

ATTEST:

  
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

  
Brandon Shelby, City Attorney



**RESOLUTION NO. 2015-467**  
*(American National Bank 2014 Depository Services Bid)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS APPROVING AMERICAN NATIONAL BANK OF TEXAS' BID FOR DEPOSITORY SERVICES TO THE CITY DATED DECEMBER 5, 2014; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Public Funds Investment Act, Chapter 2256, Tex. Gov't Code, the City Council of the City of Parker, Texas by resolution adopted an investment policy; and

**WHEREAS**, the City finds American National Bank of Texas has submitted a bid in accordance with the City of Parker, Texas 2014 Depository Services Request for Bids, and that all bids submitted have been reviewed under the applicable laws and requirements of the State of Texas;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS AS FOLLOWS:**

**SECTION 1.** The City Council has received from the City Staff the recommendation to approve accept the bid of American National Bank of Texas, received in response to the City of Parker, Texas 2014 Depository Requests for Bid.

**SECTION 2.** The bid submitted by American National Bank of Texas is dated December 5, 2014, is composed of provisions contained in the three ring binder dated December 5, 2014, (the "Bid"). The City Council approves the Bid and its related and incorporated agreements from American National Bank of Texas, effective January 1, 2015, and concluding December 31, 2017. The Mayor, the Chair of the Investment Committee, and/or the City Administrator are authorized to execute the agreements presented with the Bid of American National Bank to effectuate the acceptance of the Bid and the terms of this Resolution.

**SECTION 3.** All provisions of the resolutions of the City of Parker, Texas, in conflict with provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.


**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this the Bid be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Bid which shall remain in full force and effect.

**SECTION 5.** This resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Parker, Collin County, Texas, on this the 3 day of January, 2015.



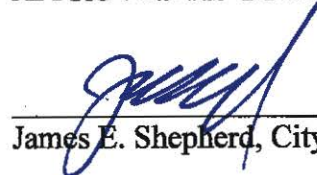
CITY OF PARKER, TEXAS

  
Z Marshall, Mayor

ATTEST:

  
Carrie L. Smith, City Secretary

APPROVED AS TO FORM:

  
James E. Shepherd, City Attorney

## **Depository Services Agreement**

This agreement is between the City of Parker, Texas, hereinafter referred to as the CITY, whose address is 5700 East Parker Road, Parker, Texas, 75002, and The American National Bank of Texas, hereinafter referred to as ANBTX, whose principle office for the purpose of this Agreement is located at 720 South Greenville Avenue, Allen, Texas 75002.

- I. **Purpose** – The purpose of this Agreement is to state the terms and conditions under which ANBTX will serve as depository and provide banking services for the CITY.
- II. **Services** – ANBTX will perform the services required by the CITY as noted in the proposal submitted December 5<sup>th</sup>, 2014. All contract terms remain as stated in this proposal with the exception of the items noted below.
  - a. **Pricing:** CITY elected Option 2 Compensating Balances of \$1.8 Million defined below
    - i. CITY shall maintain average collected non-interest bearing balances of \$1.8 million and ANBTX will provide all banking services free of charge.
    - ii. Any interest bearing investment balances shall earn a rate equal to the current Public Funds Money Market rate plus 0.15%. The total current rate is 0.20%. The ANBTX Public Fund Money Market rate and Premium ECA rate is subject to change from time to time to reflect current market rates. However, ANBTX will guaranty it to go no lower during the contract period.
  - b. **Special note:**
    - i. If balances do not meet the compensating requirement, all fees listed in Attachment A of the proposal shall apply.
    - ii. The waiver under Option 2 does not cover the following incremental Treasury Management Services offered: Card services, Smart Safe, Safekeeping, Bill Payment Consolidator or Merchant Processing services. Pricing on any new expanded services shall be disclosed prior to implementation.

ANB shall further provide such banking services related to the scope of this Agreement but not specifically listed herein and at such reasonable prices as may be mutually agreed upon in writing between ANB and the CITY.

- III. **Term** – This Agreement is effective from January 1, 2015 to December 31, 2017. This agreement allows for three (3) one-year extensions, subject to the mutual agreement of both parties. CITY must request the extension of the Bank Depository Contract and related agreements in writing 90 days prior to the expiration of the initial two (2) year contract, and also 90 days prior to the expiration of each optional one (1) year extension.

Both parties further agree that in the event a different bank is selected to provide depository services for the year following the expiration of this Agreement, ANBTX will assist in the transition and provide depository services as the CITY may request in the same manner and at the same cost as provided in this Agreement, for a period up to 90 days after the expiration of this Agreement.

Should either the CITY or ANBTX breach the terms of this Agreement or default on any of its obligations hereunder, this Agreement may be terminated by the non-breaching party for cause upon 30 days written notice to the other party.

- IV. **Notices** – Any notices to be given hereunder by either party to the other may be effected, in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt

requested. Mailed notices shall be addressed to the address of the parties as they appear in the initial paragraph of this Agreement, but each party may change this address by written notice in accordance with this paragraph.

**Compliance with Applicable Statutes, Ordinances and Regulations** – In performing the services required under this Agreement, ANBTX shall comply with all applicable Federal, State, and local laws, ordinances and regulations.

CITY time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by ANBTX and held in trust by its custodian (FHLB – Dallas). ANBTX will maintain pledged balances in an amount equal to at least 102% of the total CITY deposits. A monthly report will be provided to the CITY.

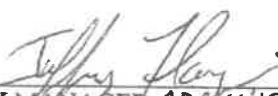
**V. Assignments** – Neither party shall assign this Agreement or any interest of obligation hereunder without prior written consent of both parties.


**Miscellaneous** – This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assigned. Any oral representations or modifications concerning this Agreement shall be of no force or effect except through a subsequent modification in writing signed by both parties.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

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

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not be construed as if such invalid, illegal or unenforceable provisions had never been contained.

By:   
CITY MANAGER ADMINISTRATOR (date)  
CITY OF PARKER, TEXAS

By:  1-8-15  
SVP & TREASURER (date)  
AMERICAN NATIONAL BANK OF TEXAS



## Council Agenda Item

Item 4  
C'Sec Use Only

Budget Account Code:	Meeting Date: December 4, 2018
Budgeted Amount:	Department/ Requestor: Administration Public Works Building
Fund Balance-before expenditure:	Prepared by: City Administrator Olson
Estimated Cost:	Date Prepared: November 13, 2018
Exhibits:	<ol style="list-style-type: none"><li>1. <a href="#">Proposed Resolution</a></li><li>2. <a href="#">License and Services Agreement</a></li><li>3. <a href="#">Tyler Technology Quote</a></li><li>4. <a href="#">National Joint Power Alliance and Backup Bid Documents</a></li><li>5. <a href="#">Resolution No. 2007-185 (USTI Municipal Software)</a></li></ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-593, AUTHORIZING THE PURCHASE OF NEW FINANCIAL, PAYROLL, TRANSPARENCY, UTILITY BILLING AND BUILDING PERMIT SOFTWARE FROM TYLER TECHNOLOGIES. [OLSON/SHELBY/SAVAGE]

### SUMMARY

The City of Parker currently uses Asyst for its Financial, Utility Billing, and Building Permits software. This product was purchased in October 2007, over 11 years ago. It is a very basic software that has limited capabilities and inefficient.

The City would like to purchase Tyler Software. It is currently being used by the Police Department for their ticket writers and it is compatible with the software currently being used by Municipal Court. The City would need to purchase the following modules: Financial Management, Customer Relationship Management (Utility Billing), Personnel Management, Energov (Building Permits) and Tyler Citizen Transparency.

Tyler Software will improve efficiency and provide financial transparency. Several of the current manual processes will be automated, saving time and reducing errors. It will allow the City to use pooled cash and eliminate 13 bank accounts, reducing the number of check stock, the amount of time reconciling bank accounts and interfund transfers. The new software will streamline the work order process and has the ability to alert citizens of delinquent bills and outages/road construction specific to their location. It will also allow contractors to upload plans electronically and schedule inspections online. Through an online portal, citizens will be able to view financial information in "real time" and allow the City to promote financial transparency.

### POSSIBLE ACTION

Staff recommends approval of the Tyler Technologies systems.

Inter – Office Use			
<b>Approved by:</b>			
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	11/19/2018
City Attorney:	<i>Brandon S. Shelby</i>	Date:	11/21/2018 via email
City Administrator:	<i>Luke Olson</i>	Date:	11/30/2018

**RESOLUTION NO. 2018-593**

*(Tyler Technologies)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE PURCHASE AND MAINTENANCE OF NEW FINANCIAL, PAYROLL, TRANSPARENCY, AND BUILDING PERMIT SOFTWARE; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS**, the City Council of the City of Parker seeks to maintain efficiency and transparency of administration, operation, and budget of the City of Parker; and,

**WHEREAS**, the City Council of the City of Parker has determined that the purchase of software from Tyler Technologies, Inc. will improve efficiency and transparency; and,

**WHEREAS**, the City of authorized to purchase said technology as a member of Sourcewell (formerly National Joint Powers Alliance).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:**

**SECTION 1.** That the Mayor is authorized to execute an Agreement with Tyler Technologies, Inc. for the purchase and maintenance of financial, CIS, personnel and community development software, said agreement attached hereto as Exhibit "A" and incorporated fully herein by reference.

**SECTION 2.** That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that the public notice of the time, place, and purpose of said meeting was given as required by law.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 4th day of December, 2018.

**APPROVED:**  
**CITY OF PARKER**

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Lee Pettie, Mayor

ATTEST:

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Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

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Brandon Shelby, City Attorney





## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 154627.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure financial, CIS, personnel and community development software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

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

### SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Parker.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional

services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

## **SECTION D – MAINTENANCE AND SUPPORT**

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

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

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

## SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that

we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION G – TERMINATION**

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

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

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

## 3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR**



## PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes.



If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services - Hosted Application Terms
Exhibit E	Statement of Work

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

Tyler Technologies, Inc.

City of Parker

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

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

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

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

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Counsel

Address for Notices:

City of Parker  
5700 E Parker Road  
Parker, TX 75002  
Attention: Luke B. Olsen



## **Exhibit A**

### **Investment Summary**

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

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Quoted By: John Hardin  
 Quote Expiration: 3/31/2019  
 Quote Name: Parker TX - FIN UB  
 Quote Number: 2018-58524  
 Quote Description: City of Parker Fin, PM, UB

Sales Quotation For  
 City of Parker  
 5700 E Parker Rd  
 Parker, TX 75002  
 Phone: +1 (972) 442-6811

#### Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
<b>Financial Management Suite</b>						
Core Financials	\$15,995	84	\$8,400	\$4,050	\$28,445	\$3,999
<b>Customer Relationship Management Suite</b>						
Utility CIS System	\$9,995	120	\$12,000	\$7,600	\$29,595	\$2,499
Mobile Service Orders	\$500	8	\$800	\$0	\$1,300	\$125
Cashiering	\$3,000	28	\$2,800	\$0	\$5,800	\$750
<b>Personnel Management Suite</b>						
Personnel Management (Includes Position Budgeting)	\$6,995	88	\$8,800	\$3,800	\$19,595	\$1,749
EnerGov						
Community Development -Per User ( 5 )	\$7,500	0	\$0	\$0	\$7,500	\$1,875
Citizen Self Service - Community Development	\$5,000	0	\$0	\$0	\$5,000	\$1,250
GIS ( 5 )	\$2,500	0	\$0	\$0	\$2,500	\$625
iG Workforce Apps ( 2 )	\$1,000	0	\$0	\$0	\$1,000	\$250
Sub-Total:	\$52,485		\$32,800	\$15,450	\$100,735	\$13,122
Less Discount:	\$5,250					
<b>TOTAL:</b>	<b>\$47,235</b>	<b>328</b>	<b>\$32,800</b>	<b>\$15,450</b>	<b>\$95,485</b>	<b>\$13,122</b>

#### Tyler Software and Related Services - Annual

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
<b>Financial Management Suite</b>				
Tyler Citizen Transparency	20	\$2,000	\$0	\$3,000
<b>Customer Relationship Management Suite</b>				
Smart Meter Portal	0	\$0	\$0	\$0
<b>Personnel Management Suite</b>				
Employee Self Service (Employee Portal)	8	\$800	\$0	\$0
<b>Tyler Hosted Applications</b>				
Utility Billing Online Component	0	\$0	\$0	\$480
Notifications for Utility Billing	0	\$0	\$0	\$0
IVR Solution for Utility Billing	0	\$0	\$0	\$0
Tyler U	0	\$0	\$0	\$1,312
<b>Tyler Network Services</b>				
Basic Network Services	0	\$0	\$0	\$919
Sub-Total:		\$2,800	\$0	\$5,711
<b>TOTAL:</b>	<b>28</b>	<b>\$2,800</b>	<b>\$0</b>	<b>\$5,711</b>

#### Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$5,000	\$5,000	\$0
Community Development Implementation (Incl. GIS, CSS, TIM, iG)	150	\$125	\$18,750	\$0
<b>TOTAL:</b>			<b>\$23,750</b>	<b>\$0</b>

#### Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$47,235	\$13,122
Total Tyler Annual	\$0	\$5,711
Total Tyler Services	\$74,800	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$122,035</b>	<b>\$18,833</b>
<b>Contract Total</b>	<b>\$140,868</b>	



Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
<b>Financial Management Suite</b>				
General Ledger - Conversion			\$1,000	\$1,000
General Ledger - Legacy Historical Views	4	\$100	\$500	\$900
Accounts Payable Conversion			\$1,250	\$1,250
Accounts Payable - Legacy Historical Views Conversion	4	\$100	\$500	\$900
<b>Customer Relationship Management Suite</b>				
Utility Billing Legacy/Historical Views-Conversion	4	\$100	\$1,000	\$1,400
Utility Billing -Conversion	12	\$100	\$5,000	\$6,200
<b>Personnel Management Suite</b>				
Personnel Management -Payroll Conversion	4	\$100	\$2,000	\$2,400
Personnel Management -Payroll - Legacy Historical Views Conversion	4	\$100	\$1,000	\$1,400
Total:				\$15,450

Optional Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
<b>Tyler Content Manager</b>						
Tyler Content Manager Standard Edition (TCM SE)	\$5,445	32	\$3,200	\$0	\$8,645	\$1,361
Sub Total:	\$5,445		\$3,200	\$0	\$8,645	\$1,361
TOTAL:	\$5,445	32	\$3,200	\$0	\$8,645	\$1,361

- License Fee discount offered based on Sourcewell contract.
- Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.
- Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- Personnel Management/Payroll conversions include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.
- Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history (2 Years), metered services (1 metered service), non-metered service (up to 2 services). Additional fee for historical views.
- Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- Smart Meter Portal give the ability to view AMI data in a chart form thru Billing online Payments. It provides citizen transparency to track and proactively manage consumption and citizens can opt in to receive consumption notifications and leak alerts. Note: Notifications are billed out quarterly as incurred at \$0.10 per call or text.





## **Exhibit B**

### **Invoicing and Payment Policy**

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

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

#### **1. Tyler Software.**

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Subscription Fees:* Your initial subscription fees for Tyler Notify are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

#### **2. Professional Services.**

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you



the actual services delivered on a time and materials basis.

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

**2.5 Other Fixed Price Services:** Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

**2.6 Change Management Services:** If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

### 3. Third Party Products.

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

**3.2 Third Party Software Maintenance:** The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

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

**3.4 Tyler Notify Minutes and Messages:** Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

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



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

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



## **Exhibit B**

### **Schedule 1**

### **Business Travel Policy**

#### **1. Air Travel**

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

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

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

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

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

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

#### **2. Ground Transportation**

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



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

#### B. Rental Car

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

#### C. Public Transportation

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

#### D. Parking & Tolls

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

### 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

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

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

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

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

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

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

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

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

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

#### 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high

speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## **Exhibit C**

### **Maintenance and Support Agreement**

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



## **Exhibit C**

### **Schedule 1**

### **Support Call Process**

## **Support Channels**

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

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

### *Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

## **Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

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



## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

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

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

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

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

### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## Exhibit D

### Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
  - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
  - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or OpenEdge to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.



5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



**Exhibit E**  
**Statement of Work**

# Statement of Work

---

*Tyler Technologies*

## Prepared for:

**City of Parker Texas**

Luke Olson  
5700 E Parker Road, Parker, TX 75002

## Prepared by:

**John Hardin**

5519 53rd Street, Lubbock, TX 79414  
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# 1 Executive Summary

## 1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Parker Texas the opportunity to make the Parker TX more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

## 1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Parker TX's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

•	
[PRODUCT]	[APPLICATION]
Incode	Financials
Incode	Personnel Management
Incode	Utility Billing
EnerGov	Community Development

## 1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

## 1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Parker TX's complexity, and organizational needs.

## 2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the Parker TX collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Parker TX steering committee become the escalation points to triage responses prior to escalation to the Parker TX and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Parker TX and Tyler executive sponsors serve as the final escalation point.

### 2.1 Client Governance

Depending on the Parker TX's organizational structure and size, the following governance roles may be filled by one or more people:

#### 2.1.1 Client Project Manager

The Parker TX's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Parker TX project manager(s) will be responsible for reporting to the Parker TX steering committee and determining appropriate escalation points.

#### 2.1.2 Steering Committee

The Parker TX steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Parker TX project manager(s) and the Project and through participation in regular internal meetings, the Parker TX steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The Parker TX steering committee also provides support to the Parker TX project manager(s) by communicating the importance of the Project to all impacted departments. The Parker TX steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy

decisions. The Parker TX steering committee also serves as primary level of issue resolution for the Project.

### 2.1.3 Executive Sponsor(s)

The Parker TX's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the Parker TX steering committee, project manager(s), and functional leads to make critical business decisions for the Parker TX.

## 2.2 Tyler Governance

### 2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the Parker TX. As requested by the Parker TX, the Tyler project manager(s) provide regular updates to the Parker TX's steering committee and other Tyler governance members.

### 2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the Parker TX management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

### 2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

## 2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at

the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Parker TX shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Parker TX does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Parker TX does not agree the particular Deliverable or Control Point meets requirements, the Parker TX shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Parker TX shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Parker TX does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 3 Overall Project Assumptions

### 3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The Parker TX has the ability allocate additional internal resources if needed. The Parker TX also ensures the alignment of their budget and Scope expectations.
- The Parker TX and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and Parker TX provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the Parker TX project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the Parker TX project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- Parker TX users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The Parker TX is responsible for making decisions based on the options available.
- In the event the Parker TX may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Parker TX's responsibility to define, document, and implement.
- The Parker TX makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.



- The Parker TX will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

## 3.2 Data Conversion

- The Parker TX is readily able to product the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The Parker TX understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the Parker TX may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the Parker TX to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

## 3.3 Data Exchanges, Modifications, Forms and Reports

- The Parker TX ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3<sup>rd</sup> party software or Tyler standard Data Exchange tools may not be available.
- The Parker TX is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

## 3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.

- The Parker TX will provide network access for Tyler modules, printers, and Internet access to all applicable Parker TX and Tyler project staff.
- The Parker TX has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Parker TX's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Parker TX does not meet minimum standards of Tyler's published specifications.

## 3.5 Education

- Throughout the Project lifecycle, the Parker TX provides a training room for Tyler staff to transfer knowledge to the Parker TX's resources, for both onsite and remote sessions. The Parker TX will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the Parker TX will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The Parker TX determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The Parker TX provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Parker TX provided projector, allowing all attendees the ability to actively engage in the training session.
- The Parker TX testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The Parker TX is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

## 4 Implementation Stages

### 4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



\* - If included in project scope

## 4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Parker TX and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Parker TX participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

### 4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the Parker TX with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Parker TX participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Parker TX's team. During this step, Tyler will work with the Parker TX to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

## 4.2.2 System Infrastructure Planning

The Parker TX provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Parker TX's site. The Parker TX completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

### 4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by Parker TX and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

## 4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I



## 4.2.5 Stakeholder Presentation

Parker TX stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

## 4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
  - Objective: Update and deliver baseline management plans to reflect the approach to the Parker TX's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: Parker TX reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
  - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - Scope: Task list, assignments and due dates
  - Acceptance criteria: Parker TX acceptance of schedule based on Parker TX resource availability and Project budget and goals.

### 4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete
-

## 4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current Parker TX business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Parker TX collaboration. The Parker TX shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

### 4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

### 4.3.2 Current/Future State Analysis

Parker TX and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Parker TX, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

### 4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Parker TX's Legacy System Applications to the Tyler system. Tyler staff and the Parker TX work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

### 4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the Parker TX's responsibility to ensure the third party program operates or accesses the data correctly.

The Parker TX and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 <sup>rd</sup> Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

### 4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Parker TX reviews the specifications and confirms they meet Parker TX's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a Parker TX business process change. It is the responsibility of the Parker TX to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Parker TX approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the Parker TX will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

### 4.3.6 Forms & Reports Planning

Parker TX and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either Parker TX-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		



### 4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

## 4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
  - Objective: Gather and document information related to Parker TX business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: Parker TX acceptance of completed Questionnaire based on thoroughness of capturing all Parker TX business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy.
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to the Parker TX, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
  - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the Parker TX's needs.
  - Scope: Design solution for Modification.
  - Acceptance criteria: Parker TX accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
  - Objective: Provide specifications for each Parker TX in Scope form, Report and output requirements.
  - Scope: Complete Forms package(s) included in agreement and identify Report needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
  - Objective: Installation of purchased Tyler software.
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the Parker TX is hosted.
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Parker TX team members are trained on applicable system administration tasks.

### 4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.

- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

## 4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Parker TX's needs identified during the Assess and Define Stage, preparing the Parker TX for Final Testing and Training.

### 4.4.1 Configuration & Power User Training

Tyler staff collaborates with the Parker TX to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Parker TX Power Users to prepare them for the Validation of the software. The Parker TX collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

## 4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Parker TX, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Parker TX reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the Parker TX to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

### 4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Parker TX tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 <sup>rd</sup> Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 <sup>rd</sup> Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 <sup>rd</sup> party Data Exchange(s)			I	C								A	C	I	R			C		

#### 4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the Parker TX for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

## 4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Parker TX tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3		Forms & Reports Validation																																						
		TYLER									CLIENT																													
TASKS		Tyler Executive Manager		Tyler Implementation Manager		Tyler Project Manager		Tyler Implementation Consultant		Tyler Data Conversion Experts		Tyler Forms & Reports Experts		Tyler Modification Programmers		Tyler Technical Support		Tyler Sales		Client Executive Sponsor		Client Steering Committee		Client Project Manager		Client Functional Leads		Client Change Management Leads		Client Power Users		Client Department Heads		Client End Users		Client Technical Leads		Client Project Toolset Coordinator		Client Upgrade Coordinator
	Standard Forms & Report training				A	R																	I	C				C												
	Test Standard Forms & Reports				I	C			C														A	C			R						C							



## 4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system.
  - Scope: Data conversion program complete; deliver converted data for review.
  - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
  - Objective: Provide instructions to the Parker TX to verify converted data for accuracy.
  - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
  - Acceptance criteria: Parker TX accepts data conversion delivery; Parker TX completes data issues log.
- Installation of Modifications on the Parker TX's server(s) \*except for hosted Clients
  - Objective: Deliver Modification(s) in Tyler software.
  - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
  - Acceptance criteria: Delivery of Modification(s) results in objectives described in the Parker TX-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review.
  - Scope: Installation of all Standard Forms & Reports included in the Agreement.
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

### 4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3<sup>rd</sup> party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The Parker TX and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

## 4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Parker TX review the final Cutover plan. A critical Project success factor is the Parker TX understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

### 4.5.1 Cutover Planning

Parker TX and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the Parker TX for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C						I	I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

## 4.5.2 User Acceptance Testing (UAT)

The Parker TX performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

### 4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Parker TX processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Parker TX users who attended the Tyler sessions may train any Parker TX users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

## 4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

### 4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3<sup>rd</sup> party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

## 4.6 Production Cutover (Stage 5)

Parker TX and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Parker TX begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the Parker TX transitions to the Tyler support team for ongoing support of the Application.

### 4.6.1 Final Data Conversion, if applicable

The Parker TX provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Parker TX may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

## 4.6.2 Production Processing & Assistance

Tyler staff collaborates with the Parker TX during Production Cutover activities. The Parker TX transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

### 4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the Parker TX to the Tyler Support team, who provides the Parker TX with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I



#### 4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with Parker TX project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

## 4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

### 4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase.
  - Acceptance criteria: Data is available in production environment.
- Support transition documents
  - Objective: Define strategy for on-going Tyler support.
  - Scope: Define support strategy for day-to-day processing, conference call with Parker TX Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
  - Acceptance criteria: the Parker TX receives tools to contact support and understands proper support procedures.

### 4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

## 4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Parker TX moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

### 4.7.1 Close Phase/Project

The Parker TX and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the Parker TX project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

## 4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

### 4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget.
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

### 4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

## 4.8 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Parker TX and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Parker TX participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

### 4.8.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the Parker TX with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Parker TX participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Parker TX's team. During this step, Tyler will work with the Parker TX to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

## 4.8.2 System Infrastructure Planning

The Parker TX provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Parker TX's site. The Parker TX completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

### 4.8.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by Parker TX and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

## 4.8.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I



## 4.8.5 Stakeholder Presentation

Parker TX stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

## 4.8.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.8.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
  - Objective: Update and deliver baseline management plans to reflect the approach to the Parker TX's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: Parker TX reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
  - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - Scope: Task list, assignments and due dates
  - Acceptance criteria: Parker TX acceptance of schedule based on Parker TX resource availability and Project budget and goals.

### 4.8.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete
-

## 4.9 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current Parker TX business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Parker TX collaboration. The Parker TX shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

### 4.9.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

## 4.9.2 Current/Future State Analysis

Parker TX and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Parker TX, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

### 4.9.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Parker TX's Legacy System Applications to the Tyler system. Tyler staff and the Parker TX work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

## 4.9.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the Parker TX's responsibility to ensure the third party program operates or accesses the data correctly.

The Parker TX and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 <sup>rd</sup> Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

## 4.9.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Parker TX reviews the specifications and confirms they meet Parker TX's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a Parker TX business process change. It is the responsibility of the Parker TX to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Parker TX approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the Parker TX will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

## 4.9.6 Forms & Reports Planning

Parker TX and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either Parker TX-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		



## 4.9.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

## 4.9.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.9.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
  - Objective: Gather and document information related to Parker TX business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: Parker TX acceptance of completed Questionnaire based on thoroughness of capturing all Parker TX business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy.
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to the Parker TX, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
  - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the Parker TX's needs.
  - Scope: Design solution for Modification.
  - Acceptance criteria: Parker TX accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
  - Objective: Provide specifications for each Parker TX in Scope form, Report and output requirements.
  - Scope: Complete Forms package(s) included in agreement and identify Report needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
  - Objective: Installation of purchased Tyler software.
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the Parker TX is hosted.
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Parker TX team members are trained on applicable system administration tasks.

### 4.9.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.

- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

## 4.10 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Parker TX's needs identified during the Assess and Define Stage, preparing the Parker TX for Final Testing and Training.

### 4.10.1 Configuration & Power User Training

Tyler staff collaborates with the Parker TX to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Parker TX Power Users to prepare them for the Validation of the software. The Parker TX collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

## 4.10.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Parker TX, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Parker TX reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the Parker TX to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

### 4.10.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Parker TX tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 <sup>rd</sup> Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 <sup>rd</sup> Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 <sup>rd</sup> party Data Exchange(s)			I	C								A	C	I	R			C		

#### 4.10.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the Parker TX for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

## 4.10.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Parker TX tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3		Forms & Reports Validation																																							
		TYLER									CLIENT																														
TASKS		Tyler Executive Manager		Tyler Implementation Manager		Tyler Project Manager		Tyler Implementation Consultant		Tyler Data Conversion Experts		Tyler Forms & Reports Experts		Tyler Modification Programmers		Tyler Technical Support		Tyler Sales		Client Executive Sponsor		Client Steering Committee		Client Project Manager		Client Functional Leads		Client Change Management Leads		Client Power Users		Client Department Heads		Client End Users		Client Technical Leads		Client Project Toolset Coordinator		Client Upgrade Coordinator	
	Standard Forms & Report training				A	R																	I	C				C													
	Test Standard Forms & Reports				I	C			C														A	C				R						C							



## 4.10.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.10.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system.
  - Scope: Data conversion program complete; deliver converted data for review.
  - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
  - Objective: Provide instructions to the Parker TX to verify converted data for accuracy.
  - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
  - Acceptance criteria: Parker TX accepts data conversion delivery; Parker TX completes data issues log.
- Installation of Modifications on the Parker TX's server(s) \*except for hosted Clients
  - Objective: Deliver Modification(s) in Tyler software.
  - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
  - Acceptance criteria: Delivery of Modification(s) results in objectives described in the Parker TX-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review.
  - Scope: Installation of all Standard Forms & Reports included in the Agreement.
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

### 4.10.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3<sup>rd</sup> party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The Parker TX and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

## 4.11 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Parker TX review the final Cutover plan. A critical Project success factor is the Parker TX understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

### 4.11.1 Cutover Planning

Parker TX and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the Parker TX for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	I	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

## 4.11.2 User Acceptance Testing (UAT)

The Parker TX performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

### 4.11.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Parker TX processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Parker TX users who attended the Tyler sessions may train any Parker TX users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

#### 4.11.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

##### 4.11.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

##### 4.11.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3<sup>rd</sup> party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

## 4.12 Production Cutover (Stage 5)

Parker TX and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Parker TX begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the Parker TX transitions to the Tyler support team for ongoing support of the Application.

### 4.12.1 Final Data Conversion, if applicable

The Parker TX provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Parker TX may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

## 4.12.2 Production Processing & Assistance

Tyler staff collaborates with the Parker TX during Production Cutover activities. The Parker TX transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

### 4.12.3 Transition to Tyler Support

Tyler project manager(s) introduce the Parker TX to the Tyler Support team, who provides the Parker TX with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I



#### 4.12.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with Parker TX project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

## 4.12.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

### 4.12.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase.
  - Acceptance criteria: Data is available in production environment.
- Support transition documents
  - Objective: Define strategy for on-going Tyler support.
  - Scope: Define support strategy for day-to-day processing, conference call with Parker TX Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
  - Acceptance criteria: the Parker TX receives tools to contact support and understands proper support procedures.

### 4.12.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

## 4.13 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Parker TX moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

### 4.13.1 Close Phase/Project

The Parker TX and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the Parker TX project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

### 4.13.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

#### 4.13.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget.
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

#### 4.13.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

## 5 Roles and Responsibilities

### 5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

#### 5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Parker TX's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the Parker TX's executive sponsor.

#### 5.1.2 Tyler Implementation Management

- Acts as the counterpart to the Parker TX steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends Parker TX steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

#### 5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
  - Validates contract compliance throughout the Project.
  - Ensures Deliverables meet contract requirements.
  - Acts as primary point of contact for all contract and invoicing questions.
  - Prepares and presents contract milestone sign-offs for acceptance by Parker TX project manager(s).
  - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with Parker TX project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Parker TX to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
  - Establishes risk/issue tracking/reporting process between the Parker TX and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Parker TX any items that may impact the outcomes of the Project.
  - Collaborates with the Parker TX's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
  - Sets a routine communication plan that will aide all project team members, of both the Parker TX and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3<sup>rd</sup> party providers to align activities with ongoing project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the Parker TX following configuration.
- Assists during Production Cutover process and provides production support until the Parker TX transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with Parker TX and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the Parker TX's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

### 5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

### 5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the Parker TX on the status and resolution of reported issues.

## 5.2 Parker TX Roles and Responsibilities

Parker TX resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

### 5.2.1 Parker TX Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the Parker TX steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

### 5.2.2 Parker TX Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.

- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Parker TX Policies

### 5.2.3 Parker TX Project Manager

The Parker TX shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Parker TX project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from Parker TX to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
  - Validates contract compliance throughout the Project.
  - Ensures invoicing and Deliverables meet contract requirements.
  - Acts as primary point of contact for all contract and invoicing questions.
  - Signs off on contract milestone acknowledgment documents.
  - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
  - Review and acknowledge Implementation Management Plan.
  - Defines project tasks and resource requirements for Parker TX project team.
  - Collaborates in the development and approval of the initial Project Plan and Project Plan.
  - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
  - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
  - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the Parker TX and Tyler and takes all necessary steps to proactively mitigate



- these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
  - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
  - Routinely communicates with both Parker TX staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
  - Acts as liaison between project team and stakeholders.
  - Identifies and coordinates all Parker TX resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and takes corrective action, if needed.
  - Provides guidance to Parker TX technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
  - Coordinates in Scope 3<sup>rd</sup> party providers to align activities with ongoing Project tasks.

## 5.2.4 Parker TX Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to Parker TX project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Presentation
  - Implementation Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register

- Escalation of issues
- Communication with Tyler project team
- Coordination of Parker TX resources
- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

### 5.2.5 Parker TX Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Parker TX business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to Parker TX staff during and after implementation.

### 5.2.6 Parker TX End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

### 5.2.7 Parker TX Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from Parker TX's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for Parker TX third party Data Exchanges.
- Develops or assists in creating Reports as needed.

- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

### 5.2.8 Parker TX Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Parker TX's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with Parker TX and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

### 5.2.9 Parker TX Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

### 5.2.10 Parker TX Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.
- 
-

## 6 Glossary

Word or Term	Definition
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Change Control</b>	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
<b>Change Management</b>	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
<b>Consumables</b>	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
<b>Control Point</b>	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
<b>Cutover</b>	The point when a client begins using Tyler software in production.
<b>Data Exchange</b>	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
<b>Data Mapping</b>	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
<b>Deliverable</b>	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
<b>End User</b>	The person for whom the software is designed to use on a day-to-day basis.
<b>Forms</b>	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
<b>Imports and Exports</b>	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
<b>Interface</b>	A real-time or automated exchange of data between two systems.

<b>Install</b>	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
<b>Legacy System</b>	The system from which a client is converting.
<b>Modification</b>	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
<b>Peripherals</b>	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
<b>Phase</b>	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
<b>Power User</b>	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
<b>Project</b>	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
<b>Project Plan</b>	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
<b>Project Planning Meeting</b>	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
<b>Questionnaire</b>	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
<b>RACI</b>	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
<b>Reports</b>	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
<b>Scope</b>	Products and services that are included in the Agreement.

<b>Software Upgrade</b>	References the act of updating software files to a newer software release.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
<b>Stakeholder Presentation</b>	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
<b>Standard</b>	Included in the base software (out of the box) package.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
<b>Test Plan</b>	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

## 7 Tyler Resources Purchased

Tyler's complete EnerGov proposal as set forth in the Investment Summary have been defined within the project as follows:

- 
- Estimated Timeline of

### 7.1 Billable Hours and Expenses in Scope

- Project Management Services = resource hours
  - System Configuration Services = resource hours
  - System Administration / Fundamentals Training = resource hours
  - End User Training & Production Support = resource hours
  - Report Development Services = resource hours
  - Data Conversion Services = resource hours
  - Travel Expense Estimate based on on-site trips (where a "trip" is defined as onsite travel of up to five business days)
- The project plan, addressed below, will give detail on when Tyler expects to be traveling onsite over the course of the project.
  - NOTE: A typical "onsite week" is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day. Exceptions may apply to best serve the needs of the project.

## 8 Incode Conversion Summary

### 8.1 General Ledger – Chart of Accounts

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

### 8.2 General Ledger – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

### 8.3 Accounts Payable – Vendor Master

- Vendor master information, address, primary contact, and notes

### 8.4 Accounts Payable – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

### 8.5 Personnel Management/Payroll - Standard

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information
- Federal and state tax withholding information

### 8.6 Personnel Management/Payroll – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

### 8.7 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

### 8.8 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views





Quoted By: John Hardin  
 Quote Expiration: 3/31/2019  
 Quote Name: Parker TX - FIN UB  
 Quote Number: 2018-58524  
 Quote Description: City of Parker Fin, PM, UB

**Sales Quotation For**

City of Parker  
 5700 E Parker Rd  
 Parker , TX 75002  
 Phone: +1 (972) 442-6811

**Tyler Software and Related Services**

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
<b>Financial Management Suite</b>						
Core Financials	\$15,995	84	\$8,400	\$4,050	\$28,445	\$3,999
<b>Customer Relationship Management Suite</b>						
Utility CIS System	\$9,995	120	\$12,000	\$7,600	\$29,595	\$2,499
Mobile Service Orders	\$500	8	\$800	\$0	\$1,300	\$125
Cashiering	\$3,000	28	\$2,800	\$0	\$5,800	\$750
<b>Personnel Management Suite</b>						
Personnel Management (Includes Position Budgeting)	\$6,995	88	\$8,800	\$3,800	\$19,595	\$1,749
<b>EnerGov</b>						
Community Development -Per User ( 5 )	\$7,500	0	\$0	\$0	\$7,500	\$1,875
Citizen Self Service - Community Development	\$5,000	0	\$0	\$0	\$5,000	\$1,250
GIS ( 5 )	\$2,500	0	\$0	\$0	\$2,500	\$625
iG Workforce Apps ( 2 )	\$1,000	0	\$0	\$0	\$1,000	\$250
<i>Sub-Total:</i>	\$52,485		\$32,800	\$15,450	\$100,735	\$13,122
<i>Less Discount:</i>	\$5,250					
<b>TOTAL:</b>	<b>\$47,235</b>	<b>328</b>	<b>\$32,800</b>	<b>\$15,450</b>	<b>\$95,485</b>	<b>\$13,122</b>

**Tyler Software and Related Services - Annual**

Description	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
<b>Financial Management Suite</b>				
Tyler Citizen Transparency	20	\$2,000	\$0	\$3,000
<b>Customer Relationship Management Suite</b>				
Smart Meter Portal	0	\$0	\$0	\$0
<b>Personnel Management Suite</b>				
Employee Self Service (Employee Portal)	8	\$800	\$0	\$0
<b>Tyler Hosted Applications</b>				
Utility Billing Online Component	0	\$0	\$0	\$480

Notifications for Utility Billing	0	\$0	\$0	\$0
IVR Solution for Utility Billing	0	\$0	\$0	\$0
Tyler U	0	\$0	\$0	\$1,312
<b>Tyler Network Services</b>				
Basic Network Services	0	\$0	\$0	\$919
	<i>Sub-Total:</i>	\$2,800	\$0	\$5,711
	<b>TOTAL:</b>	<b>28</b>	<b>\$2,800</b>	<b>\$0</b>

#### Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$5,000	\$5,000	\$0
Community Development Implementation (Incl. GIS, CSS, TIM, iG)	150	\$125	\$18,750	\$0
	<b>TOTAL:</b>		<b>\$23,750</b>	<b>\$0</b>

#### Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$47,235	\$13,122
Total Tyler Annual	\$0	\$5,711
Total Tyler Services	\$74,800	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
<b>Summary Total</b>	<b>\$122,035</b>	<b>\$18,833</b>
<b>Contract Total</b>	<b>\$140,868</b>	

#### Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
<b>Financial Management Suite</b>				
General Ledger - Conversion			\$1,000	\$1,000
General Ledger - Legacy.Historical Views	4	\$100	\$500	\$900
Accounts Payable Conversion			\$1,250	\$1,250
Accounts Payable - Legacy.Historical Views Conversion	4	\$100	\$500	\$900
<b>Customer Relationship Management Suite</b>				
Utility Billing Legacy/Historical Views-Conversion	4	\$100	\$1,000	\$1,400
Utility Billing -Conversion	12	\$100	\$5,000	\$6,200
<b>Personnel Management Suite</b>				
Personnel Management -Payroll Conversion	4	\$100	\$2,000	\$2,400
Personnel Management -Payroll - Legacy.Historical Views Conversion	4	\$100	\$1,000	\$1,400
	<b>Total:</b>			<b>\$15,450</b>

#### Optional Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
<b>Tyler Content Manager</b>						
Tyler Content Manager Standard Edition (TCM SE)	\$5,445	32	\$3,200	\$0	\$8,645	\$1,361
	<i>Sub Total:</i>		<i>\$3,200</i>	<i>\$0</i>	<i>\$8,645</i>	<i>\$1,361</i>
	<b>TOTAL:</b>	<b>32</b>	<b>\$3,200</b>	<b>\$0</b>	<b>\$8,645</b>	<b>\$1,361</b>

## Comments

- License Fee discount offered based on Sourcewell contract.
- Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.
- Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- Personnel Management/Payroll conversions include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.
- Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history (2 Years), metered services (1 metered service), non-metered service (up to 2 services). Additional fee for historical views.
- Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- Smart Meter Portal give the ability to view AMI data in a chart form thru Billing online Payments. It provides citizen transparency to track and proactively manage consumption and citizens can opt in to receive consumption notifications and leak alerts. Note: Notifications are billed out quarterly as incurred at \$0.10 per call or text.



## **National Joint Powers Alliance® (herein NJPA)**

### **REQUEST FOR PROPOSAL (herein RFP)**

for the procurement of

#### **PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES**

##### **RFP Opening**

**NOVEMBER 6, 2015**

**8:00 a.m. Central Time**

**At the offices of the**

**National Joint Powers Alliance®**

**202 12<sup>th</sup> Street Northeast, Staples, MN 56479**

##### **RFP # 110515**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 110515 PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES. Details of this RFP are available beginning SEPTEMBER 24, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until NOVEMBER 5, 2015 at 4:30 p.m. Central Time at the above address and opened NOVEMBER 6, 2015 at 8:00 a.m. Central Time.

##### **RFP Timeline**

**SEPTEMBER 24, 2015**

**Publication of RFP in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: <http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**

**OCTOBER 22, 2015  
10:00 a.m. Central Time**

**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**

**OCTOBER 29, 2015**

**Deadline for RFP questions.**

**NOVEMBER 5, 2015  
4:30 p.m. Central Time**

**Deadline for Submission of Proposals. Late responses will be returned unopened.**

**NOVEMBER 6, 2015  
8:00 a.m. Central Time**

**Public Opening of Proposals.**

*Direct questions regarding this RFP to: Jonathan Yahn at [jonathan.yahn@njpacoop.org](mailto:jonathan.yahn@njpacoop.org) or (218)895-4144.*

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## **1 DEFINITIONS**

### **A. CONTRACT**

“Contract” as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

### **B. CURRENCY**

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

### **C. EXCLUSIVE VENDOR**

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

### **D. FOB**

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

### **E. HUB PARTNER**

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

### **F. PROPOSER**

A company, person, or entity delivering a timely response to this RFP.

### **G. REQUEST FOR PROPOSAL**

Herein referred to as RFP.

### **H. SOURCED GOODS**

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

### **I. TIME**

Periods of time, stated as number of days, shall be in calendar days.

### **J. TOTAL COST OF ACQUISITION**

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

### **K. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.



## 2 ADVERTISEMENT OF RFP

**2.1** NJPA shall advertise this solicitation: 1) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 2) on NJPA's website; 3) in the hard copy print and online editions of the USA Today; and 4) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## 3 INTRODUCTION

### A. ABOUT NJPA

**3.1** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

**3.3.1 Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### **D. THE INTENT OF THIS RFP**

**3.10. National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

- 3.11.1** Award a four year term contract with a fifth year contract option resulting from this RFP;
- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.



**3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

**3.12 Exclusive or Multiple Awards:** Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

**3.15 Dealer/Re-seller as a Proposer:** If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

## **E. SCOPE OF THIS RFP**

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES .

**3.17 Additional Scope Definitions:** For purposes of the scope of this solicitation:

**3.17.1** In addition to PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES **this solicitation should be read to include, but not to be limited to:**

**3.17.1.1** Appraisal services, CAD, mobile CAD, dispatch, CAMA, appraisal, assessment, citizen services, revenue tracking and analysis, civil processing, cloud applications and platform services, content management, imaging, court/legal case management, court document e-filing, electronic filing, data verification, street-level imaging, data warehouse, analytics, financial and budget management, fund accounting, human resources, payroll processing, jail and detention management, land records, vital and official records, law enforcement records management, maintenance, work orders, agenda automation, minutes, nutrition management, permits and licensing, payment processing and disbursements, project management, property tax, billing and collections, public safety, routing, planning, transportation, and student information systems.

**3.17.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.17.2.1** This RFP should NOT be construed to include solutions focused solely on fleet technology/fleet software (vendors can include fleet/transportation-related software as an ancillary part of their offering); fuel management software solutions; facility security software; or cyber security.

**3.18** **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

**3.19** **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20** **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21** **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22** **Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23** **Sole Source of Responsibility-** NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.24.1** Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

**3.24.1.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.24.1.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.24.1.3 Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

**3.24.1.4 Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

**3.24.2** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.25 Geographic Area to be Proposed:** This RFP invites proposals to provide PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.26 Contract Term:** At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.26.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered

by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.27 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.28 Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

**3.29 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.30 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

#### F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.31 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

**3.31.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.31.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.31.2.1** demonstrate the Proposer's knowledge of industry standards;

**3.31.2.2** identify the equipment/products and services being proposed; and

**3.31.2.3** differentiate equipment/products and services from others.

**3.32 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**3.33 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.34 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.



**3.35 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.36 Additional Warrants:** The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS BASED SOLICITATION

**3.37** NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.38** NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

## 4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. INQUIRY PERIOD

**4.1** The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

### B. PRE-PROPOSAL CONFERENCE

**4.2** A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

### C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

**4.4** Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

#### **D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS**

**4.5** Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

**4.6** Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

#### **E. PROPOSAL FORMAT**

**4.7** It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

**4.8** All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

**4.9 Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

**4.9.1** Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

**4.9.2** Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

**4.10** All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

**4.12** It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "Hold for

**Proposal Opening”,** and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

**4.14** Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

**4.14.1** Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

**4.14.2** Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

## **F. QUESTIONS AND ANSWERS ABOUT THIS RFP**

**4.15** Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

**4.16** Submit all questions about this RFP, in writing, referencing PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7<sup>th</sup>) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

**4.17** If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

**4.18** If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

**4.19** As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

**4.20** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

**4.21** An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

## **G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL**

**4.22** A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

**4.23 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

**4.24** Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

**4.26 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

**4.27 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**4.28 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

## H. PROPOSAL OPENING PROCEDURE



**4.29** Sealed and properly identified Proposer's Responses for this RFP entitled PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

#### **I. NJPA'S RIGHTS RESERVED**

**4.30.1** Reject any and all Proposals received in response to this RFP;

**4.30.2** Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

**4.30.3** Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

**4.30.4** Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

**4.30.5** At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

**4.30.6** Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

**4.30.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

**4.30.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

**4.30.9** Extend proposal due dates.

## **5**

### **PRICING**

**5.1** NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

**5.2** RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

**5.3** Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

**5.4** All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

#### **A. LINE-ITEM PRICING**

**5.5** A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

**5.6** All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

**5.8** The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

**5.9** All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**5.10** Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

#### **B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY**

**5.11** A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

**5.14** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

#### **C. COST PLUS A PERCENTAGE OF COST**

**5.15** Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

#### **D. HOT LIST PRICING**

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the “Hot List” at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### **E. CEILING PRICE**

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

**5.19** Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

#### **F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES**

**5.20** Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

**5.21** Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

**5.22** All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor’s suppliers.

**5.23** The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

#### **G. TOTAL COST OF ACQUISITION**

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

#### H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

**5.27** An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

**5.27.1** Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

**5.27.2** Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

**5.27.3** Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

**5.27.4** Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

**5.28** Cost plus a percentage is an option in pricing of sourced goods.

#### I. PRODUCT & PRICE CHANGES

**5.29** Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

**5.30** NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.



**5.31** Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

**5.32** New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

**5.34** DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**5.35** PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

**5.35.1** *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

**5.35.2** *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

**5.36** Submit the following documentation to request a pricing change:

**5.36.1** Signed NJPA Price and Product Change Form

**5.36.2** Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

**5.36.2.1** Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

**5.36.2.1.1** Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

**5.36.2.1.2** Create a historical record of pricing.

**5.37** NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39** Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

**5.40** All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

**5.41** Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

## **J. PAYMENT TERMS**

**5.42** Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

**5.43** If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

**5.43.1** General leasing terms such as:

**5.43.1.1** The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

**5.43.1.2** The index rate being adjusted; and

**5.43.1.3** The "Purchase Option" at lease maturity (\$1, or fair market value); and

**5.43.1.4** The available term in months of lease(s) available.

**5.43.2** Leasing company information such as:

**5.43.2.1** The name and address of the leasing company; and

**5.43.2.2** Any ownership, common ownership, or control between the Proposer and the Leasing Company.

## K. SALES TAX

**5.44** Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

## L. SHIPPING

**5.45** NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

**5.46** Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

**5.47** Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

**5.48** All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

**5.49** Proposer agrees shipping errors will be at the expense of the Vendor.

**5.50** Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

**5.51** Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

**5.52** Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

**5.55** Vendor may not substitute equipment/products unless agreed to by both parties.

**5.56** Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

## **6 EVALUATION OF PROPOSALS**

### **A. PROPOSAL EVALUATION PROCESS**

**6.1** The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

**6.2** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

**6.3** Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

### **B. PROPOSER RESPONSIVENESS**

**6.4** All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

**6.5** All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

**6.6** Level One Responsiveness includes:

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5** an electronic copy (CD or flash drive) of the entire response; and



**6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

**6.7** “Level Two” responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

## **C. PROPOSAL EVALUATION CRITERIA**

**6.8** Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1** Company Information & Financial Strength
- 6.8.2** Industry Requirements & Marketplace Success
- 6.8.3** Ability to Sell & Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value Added Attributes
- 6.8.7** Payment Terms & Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing & Delivery
- 6.8.11** Industry Specific Items

**6.9** Evaluation of each Proposer’s Response will take into consideration as a minimum response but not necessarily limited to these items.

## **D. OTHER CONSIDERATION**

**6.10** The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

**6.11** NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**6.12** If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

**6.13** NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer’s resources, personnel, and organization within three (3) days.

**6.14** Past performance information is relevant information regarding a Proposer’s actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer’s record of conforming to specifications and standards of good workmanship. The Proposer’s history for reasonable and cooperative behavior and commitment to member satisfaction shall be under

evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

**6.15** NJPA shall reserve the right to reject any or all proposals.

#### **E. COST COMPARISON**

**6.16** NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

**6.17** This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

#### **F. MARKETING PLAN**

**6.18** A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

**6.19** NJPA marketing expectations include:

**6.19.1** Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

**6.19.2** Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

**6.19.3** Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

**6.19.4** Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution

and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

**6.19.5** Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

**6.19.6** Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

**6.19.6.1 Complete Marketing Plan.** Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer's Website.** Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

**6.19.7** An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

## G. CERTIFICATE OF INSURANCE

**6.21** Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits:** The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after

the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance:** Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**6.23.1.1 Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence**

\$1,500,000

**6.24 Insurance Requirements:** The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

## **H. ORDER PROCESS AND/OR FUNDS FLOW**

**6.27** Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

**6.28** Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

## **I. ADMINISTRATIVE FEES**

**6.29** Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

**6.29.1** Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

**6.29.2** Included in, and not added to, the pricing included in Proposer’s Response to the RFP; and

**6.29.3** Designed to offset the anticipated costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.



**6.29.4** Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

**6.29.5** NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

**6.30** The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

## J. VALUE ADDED

**6.31** **Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

**6.32** **Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

**6.33** Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**6.34** **Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

**6.35** **Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

**6.36** **On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**6.37 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

**6.38 Technology:** Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

#### K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

### 7 POST AWARD OPERATING ISSUES

#### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

**7.4 Specialized Service Requirements.** In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on

Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

## B. NJPA MEMBER SIGN-UP PROCEDURE

**7.6** Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

## C. REPORTING OF SALES ACTIVITY

**7.7** A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

**7.7.1 Zero sales reports:** Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

## D. AUDITS

**7.8** No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

## E. HUB PARTNER

**7.9 Hub Partner:** NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

**7.10 Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

## F. TRADE-INS

**7.11** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

## G. OUT OF STOCK NOTIFICATION

**7.12** Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

## H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

**7.13** NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

- 7.13.1** The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- 7.13.2** The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- 7.13.3** NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;
- 7.13.4** The Vendor fails to observe any of the material terms and conditions of the Contract;
- 7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- 7.13.6** The Vendor fails to report quarterly sales;
- 7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- 7.13.8** In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

**7.14** Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

**7.15** Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

**7.16** NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.



**7.17** NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**7.18** NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

**7.19** Events of Automatic termination to include, but not limited to:

**7.19.1** Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

**7.19.2** Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

## **8 GENERAL TERMS AND CONDITIONS**

### **A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### **B. APPLICABLE LAW**

**8.2** **NJPA's interest in a contract resulting from this RFP:** Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

**8.3** **NJPA Compliance with Minnesota Procurement Law:** NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

**8.4** **Governing Law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

**8.5** **Jurisdiction:** Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

**8.6 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

**8.7 Other Laws,** whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**8.8 Indemnity:** Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

**8.9 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and Copyright Infringement:** If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

#### C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)) within 15 days of NJPA's approval.

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

#### D. LIST OF PROPOSERS

**8.13** NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

#### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

#### F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic

information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

**8.15.1** make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

**8.15.2** defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

**8.16** This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

#### G. ENTIRE AGREEMENT

**8.17** The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

#### H. FORCE MAJEURE

**8.18** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

#### I. GRATUITIES

**8.19** NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

#### J. HAZARDOUS SUBSTANCES

**8.20** Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

#### K. LICENSES

**8.21** Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

**8.22** All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

#### L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

#### M. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

#### N. PROTESTS OF AWARDS MADE

**8.25** Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

**8.25.1** The name, address and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the Representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

**8.25.8** The aggrieved party's statement of potential financial damages; and

**8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### O. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

#### Q. SEVERABILITY

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### R. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

## 9 FORMS

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**Form A**



**PROPOSER QUESTIONNAIRE- General Business Information**  
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

**Company Information & Financial Strength**

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
  - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
  - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
  - c) Are these individuals your employees, or the employees of a third party?
  - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

**Industry Requirements & Marketplace Success**

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

### **Proposer's Ability to Sell and Deliver Service Nationwide**

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

### **Marketing Plan**

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?  
       \_\_\_ Yes \_\_\_ No  
     a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

### **Other Cooperative Procurement Contracts**

- 36) Describe your level of experience with national, state and local cooperative contracts.
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify any GSA Contracts held or utilized by the Proposer.

- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 41) How would you leverage an NJPA awarded contract in your sales process?
- 42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

#### **Value Added**

- 43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? \_\_\_\_ Yes \_\_\_\_ No
- 44) Is this training standard as a part of a purchase or optional?
- 45) Describe current technological advances your proposed equipment/products and related services offer.
- 46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

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



**Form B**



**PROPOSER INFORMATION**

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

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

City/State/Zip: \_\_\_\_\_

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

Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

**Authorized Signer for your organization\*:**

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

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

\* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

**Author of your proposal response**

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

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

**Your Primary Contact person regarding your proposal:**

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

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

**Other important contact information:**

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

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

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

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

**Form C****EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**

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

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exception/s listed above:**

**Contract Award  
RFP # 110515**

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES**

In compliance with the Request for Proposal (RFP) for PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_  
(Name printed or typed)

**Form E**



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA #**110515

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #** 110515

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #** 110515

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #** 110515

**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

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

Contact Person for Questions: \_\_\_\_\_

(Must be individual who is responsible for filling out this Proposer's Response form)

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

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

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

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

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

**Form G****OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_





## **Form P**

### **PROPOSER QUESTIONNAIRE Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

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

Questionnaire completed by: \_\_\_\_\_

#### **Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

#### **Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

#### **Equipment/Product/Services, Pricing, and Delivery**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Describe your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- d. Other; please describe.

20) Do you offer quantity or volume discounts?

YES  NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

#### **Industry-Specific Items**

24) Demonstrate your company's ability to serve NJPA's national membership base:

a. How many states do you have current customers in that fall within NJPA's membership verticals (governmental, educational and not-for-profits)?

b. List the states in which your company is not currently doing governmental, educational, and not-for-profit business in? Explain why.

25) In which states (if any) does your company currently have restrictions that prohibit you from selling in those states? Explain those restrictions.

26) Demonstrate your company's ability to provide transparent pricing for all costs associated with a potential purchase, including license fees, travel, training, support, implementation, ongoing service, annual maintenance, system updates, upgrades, and enhancements.

27) List the departments within an NJPA Member's operation that your software system targets (i.e., state government, city government, county government, K-12, higher education, non-for-profit, utilities, special districts, and other).

28) Demonstrate your company's ability to provide:

- a. online help and support
- b. single input of data that can be shared with other modules without duplicate entry
- c. real time data and information
- d. system and user documentation and training manuals
- e. rigorous on-site training and support
- f. capacity for unlimited users to work simultaneously
- g. role-based security permissions
- h. periodic password changes
- i. software/system integration across customer (NJPA Member) departments—both within your company and across competitors' systems

- 29) Provide the percentage of your total annual revenue derived from administrative-related software sales to governmental, educational, and not-for-profit entities. (This includes revenue from software, services, maintenance, and other sources.)
- 30) What percentage of your revenue is derived from each of the following: software license fees, maintenance fees, professional services/consulting, and SaaS revenue?
- 31) What is your company's annual research and development investment for public sector administrative-related software, both in terms of financial investment and the total number of employees dedicated to the R&D function? How much of your R&D is the result of customer requests (enhancement, new functionality)?
- 32) How many of your employees work in each of the following areas: sales and marketing, product development, client service, client support, other (describe)?
- 33) Provide the number of offices and their locations for your organization.
- 34) Provide statistics detailing the number of employees your company has added over the past five years.
- 35) Provide the average employee tenure for your technical support team.
- 36) Describe your market share in the public sector administrative-related software space.
- 37) How many organizations have implemented the solutions that you are proposing in this RFP?
- 38) How many organizations are still running your solutions with active maintenance and support contracts (i.e., lifetime customer retention)?
- 39) How many governmental, educational, and not-for-profit organizations have implemented your solutions in the past 12 months?
- 40) Describe the customer industries you serve and provide the percentage of annual revenue for each vertical.
- 41) Which of the sub-categories in Section 3.17.1.1 (if any) does your company's portfolio of product offerings include?

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



## 10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

### Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

**NOTE:** New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**ADDITIONS.** New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

**DELETIONS.** New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

**PRICE CHANGES:** Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

*Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

### Section 2. Vendor Name and Type of Change Request

AWARDED  
VENDOR NAME:

\_\_\_\_\_

NJPA  
CONTRACT  
NUMBER:

\_\_\_\_\_

#### CHECK ALL CHANGES THAT APPLY:

- ☐ Adding Equipment/ Products /Services
- ☐ Deleting/Discontinuing Equipment/Products/Services
- ☐ Price Increase
- ☐ Price Decrease



## 11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

### Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

*SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.*

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.



## **11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

---

### **Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes

☐ No

---

### **Section 5. Signatures**

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
NJPA Executive Director Signature

\_\_\_\_\_  
Date





## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)





**ADDENDUM ONE (1)**  
 To that certain  
**NJPA RFP #110515**  
 Issued by  
 National Joint Powers Alliance®  
 For the procurement of

**PUBLIC SECTOR ADMINISTRATIVE-RELATED SOFTWARE SOLUTIONS & TECHNOLOGY SERVICES**

**Consider the following to be part of the above-titled RFP: List of inquirers as of October 22, 2015.**

22nd Century Staffing, Inc.	Jive Communications, Inc.
22nd Century Technologies, Inc.	Konica Minolta Business Solutions
Accela	Kyran Research Associates
Acro Service Corporation	Lexmark Enterprise Software, LLC
AgreeYa Solutions	Library Video Company dba SAFARI Montage
Anet Solutions	Lumobee
BloomBoard, Inc.	Luxoft USA
Brains II	MacNeil Environmental, Inc.
C3G	MarkLogic Corporation
Cardno	Maxisys
CardWorks	Media-X Systems Inc.
Chameleon Technologies, Inc.	Momix Solutions
Cognizant Technology Solutions	Morneau Shepell
Core BTS, Inc.	MotionLink
Corporate Technologies	NutriStudents K-12
CourtView Justice Solution	Oracle
Delasoft, Inc.	Prime Vendor Inc.
Denovo Ventures, LLC	QiqoChat
Direct Technology Group	Red Pocket Solutions Inc.
Dude Solutions	Run Straight Consulting
E-CARD ID Products Ltd.	Sense Agility
eCompliance	Server Logic
Edvance Software	SHI
Efficient Consultants	SINET
Enterprise Systems	Skyward, Inc.
Environmental Systems Research Institute, Inc. (ESRI)	Slalom Consulting
eRepublic	SnAPPIi
eSCRIBE	SpecBid Holdings, Inc.
FICO	Speridian
FIS Global	Stars Information Solutions
Gestion D'Amboise	Storage Guardian
Harris Computer System	Strategic Sourcing Services
Hyland Software, Inc.	Strategic Systems
IEG7	TAM Training
Image Source Inc.	TeamWORKS Solutions
Information Resource Group, Inc.	The Arcanum Group, Inc.
IntelliTime Systems Corporation	TrueIT
ITSavvy	USPAY Group. LLC
JEA	Weidenhammer Systems Corp.

AssetWorks	Cost Control Associates, Inc.
Staples Contract & Commercial, Inc.	Tyler Technologies, Inc.
Ardent Technologies, Inc.	

**Acknowledgment of Addendum One (1) to RFP 102115 emailed on October 23, 2015.**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please include this signed Addendum with your RFP response.

**RESOLUTION NO. 2007-185**  
*(USTI Municipal Software)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF PARKER AND USTI PROVIDING FOR THE PURCHASE OF MUNICIPAL SOFTWARE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Parker City Council has been presented with a "USTI License Agreement" (USMSL1.9511) and "USTI jUSTIncase Remote Backup License and Service Agreement" (USJUL1.9511) a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the Parker City Council finds that the terms and conditions thereof are in the best interests of the City and should be approved;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS AS FOLLOWS:**

**SECTION 1.** The terms and conditions of the Agreement are approved.

**SECTION 2.** The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

**SECTION 3.** It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Agreement attached hereto be deemed severable, unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

**DULY RESOLVED** by the City Council of the City of Parker, Texas on this the 2<sup>nd</sup> day of October, 2007, and approving the effected date of the Agreement to be the date approved by each city.

Approved:



---

Jerry Tartaglino, Mayor

Attest:



---

Carrie L. Smith, City Secretary

Approved to form:

---

James E. Shepherd, City Attorney

**USTI LICENSE AGREEMENT  
(USMSL1.9511)**

This License Agreement is made by and between United Systems Technology, Inc. with principal offices at 1850 Crown Road., Suite 1109, Dallas, TX 75234, hereinafter referred to as "USTI" (an Iowa Corporation) and City of Parker, 5700 East Parker Road, Parker, TX 75002 hereinafter referred to as "LICENSEE."

Licensee is granted license rights, as outlined below, for the use of the USTI Software Products shown on Addendum A to this Agreement.

1. **LICENSE.** This USTI License Agreement ("License") permits you to make and use up to the number of licensed copies authorized above of the USTI software product identified above, which may include user documentation provided in printed and/or "online" or electronic form ("SOFTWARE"), on one or more computers, provided that at any time you have no more copies of the SOFTWARE in use than you have Licenses. The SOFTWARE is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer, except that a copy installed on a network server for the sole purpose of distribution to other computers is not "in use." If the anticipated number of users of the SOFTWARE will exceed the number of applicable Licenses, then you must have a reasonable mechanism or process in place to ensure that the number of persons using the SOFTWARE concurrently does not exceed the number of Licenses. You may not rent, lease, nor transfer the SOFTWARE to another party without the express written consent of USTI. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except to the extent that the foregoing restriction is expressly prohibited by applicable law.

2. **TERM.** This license is effective until terminated. You may terminate it by destroying all copies of the product. This license will also terminate, if you fail to comply with any term or condition of this Agreement. You agree, upon such termination, to destroy all copies of the Product.

3. **COPYRIGHT.** The SOFTWARE is owned by USTI or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE, nor print copies of any user documentation provided in "online" or electronic form.

4. **LICENSE FEE.** You agree to pay to USTI the one-time License Fee above, within 30 days of receipt of appropriate invoice(s) from USTI. USTI agrees, upon receipt of this signed License Agreement and, either payment in full or the minimum deposit, to furnish you with one copy of SOFTWARE.

5. **APPLICABLE TAXES.** In addition to the License Fee stated above, you agree to pay all applicable sales and/or use taxes resulting from this License Agreement.

6. **LIMITED WARRANTY.** USTI warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying printed materials for a period of ninety (90) days from the date of shipment. Any implied warranties on the SOFTWARE are limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

7. **CUSTOMER REMEDIES.** USTI's entire liability and your exclusive remedy shall be at USTI's option, either to (a) refund the License Fee paid or to (b) repair or replace the SOFTWARE that does not meet USTI's Limited Warranty and that is returned to USTI. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period.

8. **NO OTHER WARRANTIES.** To the maximum extent permitted by applicable law, USTI disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

9. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by applicable law, in no event shall USTI or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this product, even if USTI has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

10. **JURISDICTION.** It is mutually understood and agreed that this contract shall be governed by the laws of the State of Texas, both as to interpretation and performance.

11. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

LICENSEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS AND AMENDMENTS OR ADDENDA, UNDERSTANDS IT AND AGREES TO BE BOUND BY THIS AGREEMENT. THE LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. **THIS AGREEMENT IS VOID IF THE EXECUTED COPY AND AMOUNTS DUE ARE NOT RECEIVED BY USTI BY October 25, 2007**

ACCEPTED BY:

United Systems Technology, Inc.

Authorized  
Signature \_\_\_\_\_

Name Randall L. McGee

Title Chief Financial Officer

Date \_\_\_\_\_

ACCEPTED BY:

City of Parker

Authorized  
Signature \_\_\_\_\_

Name Jerry Tartaglino

Title Mayor

Date October 10, 2007



**Addendum A To**  
**USTI LICENSE AGREEMENT**  
**(USMSL1.9511)**

This Addendum to USTI License Agreement (USMSL1.9511) is made by and between United Systems Technology, Inc. with principal offices at 1850 Crown Road., Suite 1850, Dallas, TX 75234, hereinafter referred to as "USTI" (an Iowa Corporation) and City of Parker, 5700 East Parker Road, Parker, TX 75002 hereinafter referred to as "LICENSEE."

USTI and Licensee hereby agree that the Licensee is granted license rights, as outlined in the USTI License Agreement (USMSL1.9511), for the use of the following USTI Software Products:

<u>Software Product</u>	<u># Copies</u>	<u>License Fee</u>
asyst Administrator	Unlimited	\$ 395.00
asyst Accounts Payable	2	\$ 695.00
asyst AP Multiple Checking	1	\$ 395.00
asyst General Ledger	2	\$ 695.00
asyst Payroll	2	\$ 1,045.00
asyst Payroll to AP Interface	Unlimited	\$ 395.00
asyst TX Payroll Reports	1	\$ 395.00
asyst Purchase orders	2	\$ 695.00
asyst Cash Receipts	1	\$ 395.00
asyst Fixed Assets	1	\$ 395.00
asyst Project Accounting	1	\$ 395.00
asyst Budget XLence	2	\$ 695.00
asyst Report XLence	1	\$ 395.00
asyst Master Directory	2	\$ 345.00
asyst Land Management	2	\$ 345.00
asyst Code Enforcement	2	\$ 695.00
asyst Business Licenses	2	\$ 695.00
asyst Building Permits	2	\$ 695.00
asyst Utility Billing	2	\$ 1,745.00
asyst UB to AP Interface	Unlimited	\$ 395.00
asyst Service Orders	2	\$ 695.00
asyst Accounts Receivable	1	\$ 395.00
asyst Alarm Billing	1	\$ 395.00
 Total License Fees		 <u>\$ 13,385.00</u>

LICENSEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS ADDENDUM AND RELATED LICENSE AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS AND AMENDMENTS OR ADDENDA, UNDERSTANDS IT AND AGREES TO BE BOUND BY THIS AGREEMENT. THE LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. **THIS AGREEMENT IS VOID IF THE EXECUTED COPY AND AMOUNTS DUE ARE NOT RECEIVED BY USTI BY October 25, 2007**

ACCEPTED BY:

United Systems Technology, Inc.

Authorized  
Signature \_\_\_\_\_

Name Randall L. McGee

Title Chief Financial Officer

Date \_\_\_\_\_

ACCEPTED BY:

City of Parker

Authorized  
Signature  \_\_\_\_\_

Name Jerry Tartaglino

Title Mayor

Date 10/10/2007

**USTI CUSTOMER SUPPORT AGREEMENT**  
(USMCS1.9511)

This Customer Support Agreement is made by and between United Systems Technology, Inc., with principal offices at 1850 Crown Road, Suite 1109, Dallas, TX 75234, hereinafter referred to as "USTI" (an Iowa corporation), and City of Parker, 5700 East Parker Road, Parker, TX 75002 hereinafter referred to as "CUSTOMER."

CUSTOMER hereby orders and USTI hereby agrees to provide Customer Support for the number of copies of the USTI Software Products listed in Addendums to this Agreement, hereafter referred to as "SOFTWARE," for the Support Fees and Commencement Dates as listed in Addendum A.

1. **CUSTOMER SUPPORT.** USTI Customer Support, hereinafter referred to as "SUPPORT" is made up of three distinct services as defined below:

- **HELPLINE** is a toll free telephone service provided to users of SOFTWARE to (a) clarify operating instructions contained in the user documentation delivered with the SOFTWARE, and (b) to assist in the identification of solutions to operating problems being experienced by the CUSTOMER in the use of SOFTWARE. Said HELPLINE service is provided during USTI's normal working hours, through a dedicated staff of HELPLINE support representatives, and ONLY by telephone.
- **MAINTENANCE** is a service provided to users of SOFTWARE to record, research, and correct verified program errors or defects arising in SOFTWARE. MAINTENANCE is provided on USTI's schedule, during USTI's normal working hours, and ONLY at USTI's normal business location(s). MAINTENANCE is limited to communicating defects to SOFTWARE authors for any SOFTWARE not developed by USTI.
- **ENHANCEMENT** is a service provided to users of SOFTWARE to improve the SOFTWARE. ENHANCEMENT is provided at USTI's option, on USTI's schedule, during USTI's normal working hours and ONLY at USTI's normal business location(s).

USTI expressly excludes the following services from the services to be provided under this Customer Support Agreement: a) hardware and operating system support, b) operator training, c) on-site services of any kind, d) training classes, e) modifications and/or customizations other than those included in ENHANCEMENTS delivered periodically by USTI, f) Customer Support on any software other than the SOFTWARE identified herein, g) express delivery services, and h) modem telecommunications charges.

Any USTI services provided beyond HELPLINE, MAINTENANCE and ENHANCEMENT, as herein defined, will be furnished only by separate agreement with USTI, and at USTI's normal billing rate and terms then in effect.

2. **TERM AND TERMINATION.** This agreement will remain in force for the Support Term identified above and will then be automatically extended for annual Support Terms upon payment by the CUSTOMER of the Customer Support Fee at the then current rates. Either the CUSTOMER or USTI can terminate this Agreement at the end of any Support Term, USTI by providing written notice, and the CUSTOMER by returning the invoice without payment.

3. **LIMITED WARRANTY.** USTI warrants that it will use its best efforts to provide Customer Support, but does not guarantee service results or warrant that all questions and problems will be either answered or resolved, that all defects will be corrected, or that SOFTWARE enhancements will meet CUSTOMER's expectations.

4. **CUSTOMER REMEDIES.** USTI's entire liability and your exclusive remedy shall be at USTI's option to refund the actual Support Fee paid by the CUSTOMER for any unexpired months of the Support Term.

5. **NO OTHER WARRANTIES.** To the maximum extent permitted by applicable law, USTI disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

6. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by applicable law, in no event shall USTI or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this SOFTWARE, even if USTI has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

7. **JURISDICTION.** It is mutually understood and agreed that this contract shall be governed by the laws of the State of Texas, both as to interpretation and performance.

8. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision that is held to be invalid.

THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, THE TERMS AND CONDITIONS OF WHICH ARE SET FORTH HEREIN, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. **THIS AGREEMENT IS VOID IF THE EXECUTED COPY AND AMOUNTS DUE ARE NOT RECEIVED BY USTI BY October 25, 2007**

ACCEPTED BY:

United Systems Technology, Inc.

Authorized  
Signature \_\_\_\_\_

Name Mike DeFord

Title Manager, Customer Services

Date \_\_\_\_\_

ACCEPTED BY:

City of Parker

Authorized  
Signature \_\_\_\_\_

Name Mayor

Title Mayor

Date 10/10/2007



**Addendum A To**  
**USTI CUSTOMER SUPPORT AGREEMENT**  
**(USMCS1.9511)**

This Addendum to USTI License Agreement (USMSL1.9511) is made by and between United Systems Technology, Inc. with principal offices at 1850 Crown Road,, Suite 1850, Dallas, TX 75234, hereinafter referred to as "USTI" (an Iowa Corporation) and City of Parker, 5700 East Parker Road, Parker, TX 75002 hereinafter referred to as "CUSTOMER."

CUSTOMER hereby orders and USTI Hereby agrees to provide Customer Support, as defined in the USTI Customer Support Agreement (USMCS1.9511), for the following USTI Software Products, at the listed Support Fees. Customer Support will begin on the Support Commencement Date listed below and remain in force for a period of 12 months:

<u>Software Product</u>	<u># Copies</u>	<u>Support Fee</u>	<u>Commencement Date</u>
asyst Administrator	Unlimited	\$ 195.00	November 1, 2007
asyst Accounts Payable	2	\$ 210.00	November 1, 2007
asyst AP Multiple Checking	1	\$ 120.00	November 1, 2007
asyst General Ledger	2	\$ 210.00	November 1, 2007
asyst Payroll	2	\$ 315.00	November 1, 2007
asyst Payroll to AP Interface	Unlimited	\$ 120.00	November 1, 2007
asyst TX Payroll Reports	1	\$ 120.00	November 1, 2007
asyst Purchase orders	2	\$ 210.00	November 1, 2007
asyst Cash Receipts	1	\$ 120.00	November 1, 2007
asyst Fixed Assets	1	\$ 120.00	November 1, 2007
asyst Project Accounting	1	\$ 120.00	November 1, 2007
asyst Budget XLence	2	\$ 210.00	November 1, 2007
asyst Report XLence	1	\$ 120.00	November 1, 2007
asyst Master Directory	2	\$ 160.00	November 1, 2007
asyst Land Management	2	\$ 160.00	November 1, 2007
asyst Code Enforcement	2	\$ 210.00	November 1, 2007
asyst Business Licenses	2	\$ 210.00	November 1, 2007
asyst Building Permits	2	\$ 210.00	November 1, 2007
asyst Utility Billing	2	\$ 520.00	November 1, 2007
asyst UB to AP Interface	Unlimited	\$ 120.00	November 1, 2007
asyst Service Orders	2	\$ 210.00	November 1, 2007
asyst Accounts Receivable	1	\$ 120.00	November 1, 2007
asyst Alarm Billing	1	\$ 120.00	November 1, 2007
<b>Total Customer Support Fees</b>		<b><u>\$ 4,230.00</u></b>	

LICENSEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS ADDENDUM AND RELATED LICENSE AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS AND AMENDMENTS OR ADDENDA, UNDERSTANDS IT AND AGREES TO BE BOUND BY THIS AGREEMENT. THE LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. . **THIS AGREEMENT IS VOID IF THE EXECUTED COPY AND AMOUNTS DUE ARE NOT RECEIVED BY USTI BY October 25, 2007**

ACCEPTED BY:

United Systems Technology, Inc.

Authorized  
Signature \_\_\_\_\_

Name Mike DeFord

Title Manager, Customer Services

Date \_\_\_\_\_

ACCEPTED BY:

City of Parker

Authorized  
Signature \_\_\_\_\_

Name Jersey Tascaglino

Title Mayor

Date 10/10/2007



**USTI AGREEMENT FOR COMPUTER SYSTEM SALE**  
**(USSA1.9507)**

**SELLER:**

**United Systems Technology, Inc.**  
**1850 Crown Road – Suite 1109**  
**Dallas, TX 75234**  
**(972) 402-8600**

Date: October 2, 2007

Agreement No.: 12007122

**PURCHASER:**

City of Parker  
Name of PURCHASER  
5700 East Parker Road  
Street Address  
Parker, TX 75002  
City, State & Zip Code  
(972) 442-6811  
Phone  
Same  
Ship-to Address  
Dena Daniels  
Attention

Qty.	Type/Model	Description
2	Cash Drawers	M-S Cash Drawers
2	Receipt Printers	Ithica Receipt Printers
2		

System Price: \$1,990.00 ( plus shipping and applicable taxes)

Terms of Payment: Payable at contract signing

**TERMS AND CONDITIONS**

The SELLER agrees to sell, and the PURCHASER agrees to purchase, a Computer System comprised of computer equipment, cabling, and/or operating system software listed above (hereinafter referred to, individually, as the "System," and collectively as the "Systems"). THIS AGREEMENT IS VOID IF THE EXECUTED COPY AND AMOUNTS DUE ARE NOT RECEIVED BY USTI BY October 25, 2007.

Accepted by:

**United Systems Technology, Inc.**

Authorized  
Signature \_\_\_\_\_

Name: Randall L. McGee

Title: Chief Financial Officer

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

Accepted by:

**City of Parker**

Authorized  
Signature  \_\_\_\_\_

Name: Jerry Tautagline

Title: Mayor

Date: 10/10/2007

THE ADDITIONAL TERMS AND CONDITIONS (USSA2.9507), ATTACHED HERETO ARE INCORPORATED IN  
AND MADE PART OF THIS AGREEMENT

# USTI AGREEMENT FOR COMPUTER SYSTEM SALE TERMS AND CONDITIONS (USSA2.9507)

## 1. Purchase Price; Payment; Taxes; Terms

For each System delivered hereunder, the PURCHASER shall pay the purchase price set forth on USSA1.9507, AGREEMENT FOR COMPUTER SYSTEM SALE, with respect to such System(s) less any security deposit received upon contract signing within Terms of Payment described in USSA1.9507. In addition, PURCHASER agrees to pay all applicable sales and/or use taxes resulting from this agreement. Any personal property taxes assessable on any System(s) on or after the actual delivery shall be borne by PURCHASER.

PURCHASER agrees that if payment is not received by SELLER in accordance with the terms, PURCHASER shall, to the extent permitted by applicable law, pay in addition, on demand, as an interest charge, an amount equal to one and one-half percent (1.5%) of the amount then due for each thirty (30) days or portions thereof that final payment is not made.

## 2. Freight Costs; Delivery

The PURCHASER agrees to pay for all costs for transportation and drayage to the installation site. SELLER will prepare the System(s) for shipping using the manufacturer's standard packing materials, and will be responsible for movement of the System(s) to its loading dock at the time designated by the PURCHASER. PURCHASER will be responsible for transportation of the System(s) from this point. SELLER will be responsible for insurance of the System(s) until completion of loading of the System(s) on the transportation vehicle. After such time as it is placed on a common carrier for transportation, the insurance will be the responsibility of the PURCHASER.

## 3. Installation

The PURCHASER agrees to pay all installation charges.

PURCHASER shall make available and agrees to pay for all costs associated with providing a suitable place of installation and the necessary power, outlets, and air conditioning required for operating the System(s) as defined in the System Manufacturer's Installation Manual.

## 4. Title; Risk of Loss; Security Interest

Title to each System shall pass to the PURCHASER upon payment therefor. SELLER reserves title to the equipment sold hereunder as security for the performance of the PURCHASER'S obligations. Should the PURCHASER fail to perform any provision of this Agreement by it to be performed, or default in payment of any charges hereunder when due, SELLER may remove and repossess any and/or all equipment hereunder with or without notice or demand, in addition to exercising such other rights and remedies as may be conferred on it by law.

## 5. Maintenance; Warranties; Disclaimers

The SELLER represents and warrants that, at the time each System is delivered, the SELLER will be the lawful owner of such System, free and clear of any liens and encumbrances (other than those which may arise from this Agreement) and will have full right, power and authority to sell the same to the PURCHASER.

The SELLER further warrants that each System will be eligible for the manufacturer's maintenance agreement unless otherwise noted on the face of this Agreement.

The PURCHASER agrees that it is responsible for obtaining manufacturer warranty service and/or other third party maintenance services on the System upon receipt of the System from SELLER.

The PURCHASER, recognizing that the SELLER is not the manufacturer of the System(s), expressly waives any claim against the SELLER based upon any infringements or alleged infringements of any patent with respect to any System(s) or for any indemnity against any patent claim made by another against the PURCHASER.

*The express warranties herein contained are in lieu of any and all other warranties, express or implied, of fitness for particular purpose, or otherwise, and of all obligations on the part of the SELLER for damages, including, but not limited to, special and consequential damages arising out of or in connection with this Agreement or with System(s) or the use or performance thereof.*

## 6. General

This Agreement shall be governed by the laws of the State of Texas, and constitutes the entire Agreement between the SELLER and the PURCHASER with respect to the purchase of the System(s), superseding all prior correspondence between the parties (including, without limitation, any purchase order submitted by the PURCHASER, to the SELLER). No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

This Agreement shall not be assignable by the PURCHASER without the prior written consent of the SELLER, and any attempted assignment without such consent shall be void.

The foregoing terms and conditions shall prevail notwithstanding any additional or different terms contained in any order submitted by the PURCHASER.

SELLER shall not be liable for replacement of items missing if not reported to the SELLER within 10 working days after the delivery date. SELLER'S liability shall under no circumstances exceed the purchase price of such System(s) set forth in this Agreement.

**United Systems Technology, Inc.**

1850 Crown Dr.  
Suite 1109  
Dallas, TX 75234  
(972) 402-8600

**Invoice****Invoice # 46768****Date 10/2/2007****BILL TO**

City of Parker  
5700 East Parker Road  
Parker, TX 75002  
USA

**SHIP TO**

City of Parker  
5700 East Parker Road  
Parker, TX 75002  
USA

Qty	Description	Price Each	Amount
1.00	Shipping & Handling of Equipment	\$15.00	\$15.00
1.00	Cash Drawer & Printers - Per USTI System Sale Agreement	\$1,990.00	\$1,990.00
1.00	asyst Maintenance - Per USTI Customer Support Agreement	\$4,230.00	\$4,230.00
1.00	asyst License Fee - Per USTI License Agreement	\$13,385.00	\$13,385.00

**P.O. Number****Sub Total****\$19,620.00****Discount****\$0.00****Due Upon Receipt Of Invoice****Tax****\$0.00****Please remit to:**

**PO BOX 670724  
DALLAS, TX 75367-0724**

**AMOUNT DUE****\$19,620.00**

## USTI jUSTIncase REMOTE BACKUP LICENSE AND SERVICE AGREEMENT (USJUL1.9511)

This License and Service Agreement is made by and between United Systems Technology, Inc. with principal offices at 1850 Crown Road., Suite 1109, Dallas, TX 75234, hereinafter referred to as "USTI" (an Iowa Corporation) and City of Parker, 5700 East Parker Road, Parker, TX 75002 hereinafter referred to as "LICENSEE."

Licensee is granted license rights, as outlined below, for use of up to one copy(ies) of USTI jUSTIncase Remote Backup Client software, a USTI Software Product for a total License Fee listed in Addendum A of this agreement.

### LICENSE TERMS

1. **LICENSE.** This USTI License Agreement ("License") permits you to make and use up to the number of licensed copies authorized above of the USTI software product identified above, which may include user documentation provided in printed and/or "online" or electronic form ("SOFTWARE"), on one or more computers, provided that at any time you have no more copies of the SOFTWARE in use than you have Licenses. The SOFTWARE is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer, except that a copy installed on a network server for the sole purpose of distribution to other computers is not "in use." If the anticipated number of users of the SOFTWARE will exceed the number of applicable Licenses, then you must have a reasonable mechanism or process in place to ensure that the number of persons using the SOFTWARE concurrently does not exceed the number of Licenses. You may not rent, lease, nor transfer the SOFTWARE to another party without the express written consent of USTI. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except to the extent that the foregoing restriction is expressly prohibited by applicable law.

2. **TERM.** This license is effective until terminated. You may terminate it by destroying all copies of the product. This license will also terminate, if you fail to comply with any term or condition of this Agreement. You agree, upon such termination, to destroy all copies of the Product.

3. **COPYRIGHT.** The SOFTWARE is owned by USTI or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE, nor print copies of any user documentation provided in "online" or electronic form.

4. **LICENSE FEE.** You agree to pay to USTI the one-time License Fee listed in Addendum A, within 30 days of receipt of appropriate invoice(s) from USTI. USTI agrees, upon receipt of this signed License Agreement and, either payment in full or the minimum deposit, to furnish you with one copy of SOFTWARE.

5. **APPLICABLE TAXES.** In addition to the License Fee stated above, you agree to pay all applicable sales and/or use taxes resulting from this License Agreement.

6. **LIMITED WARRANTY.** USTI warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying printed materials for a period of ninety (90) days from the date of shipment. Any implied warranties on the SOFTWARE are limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

7. **CUSTOMER REMEDIES.** USTI's entire liability and your exclusive remedy shall be at USTI's option, either to (a) refund the License Fee paid or to (b) repair or replace the SOFTWARE that does not meet USTI's Limited Warranty and that is returned to USTI. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period.

### CUSTOMER SUPPORT TERMS

8. CUSTOMER hereby orders and USTI hereby agrees to provide Service and Customer Support, as defined below, for up to one copy(ies) of jUSTIncase Remote Backup Client, hereafter referred to as "SOFTWARE," for the Service and Support Fee defined in Addendum A. Customer Support will begin on Support Commencement Dates of November 1, 2007 and remain in force for a period of 12 months.

a. **CUSTOMER SUPPORT.** USTI Customer Support, hereinafter referred to as "SUPPORT" is made up of three distinct services as defined below:

- **HELPLINE** is a toll free telephone service provided to users of SOFTWARE to (a) clarify operating instructions contained in the user documentation delivered with the SOFTWARE, and (b) to assist in the identification of solutions to operating problems being experienced by the CUSTOMER in the use of SOFTWARE. Said HELPLINE service is provided during USTI's normal working hours, through a dedicated staff of HELPLINE support representatives, and ONLY by telephone.
- **MAINTENANCE** is a service provided to users of SOFTWARE to record, research, and correct verified program errors or defects arising in SOFTWARE. MAINTENANCE is provided on USTI's schedule, during USTI's normal working hours, and ONLY at USTI's normal business location(s). MAINTENANCE is limited to communicating defects to SOFTWARE authors for any SOFTWARE not developed by USTI.
- **ENHANCEMENT** is a service provided to users of SOFTWARE to improve the SOFTWARE. ENHANCEMENT is provided at USTI's option, on USTI's schedule, during USTI's normal working hours and ONLY at USTI's normal business location(s).



b. SERVICE

- Service to be provided under this contract includes the provision of access to the jUSTIncase Remote Backup Server at USTI for the purpose of transmitting the CUSTOMER data from the CUSTOMER's copy of jUSTIncase Remote Backup Client software to the USTI Remote Backup Server and the provision of disk storage space on the Server at the level indicated in Addendum A of this agreement. Note that the storage allocation level may be changed by the CUSTOMER at any time. The Service Charge will be adjusted to the first day of the month in which the service level is changed.

USTI expressly excludes the following services from the services to be provided under this Customer Support Agreement: a) hardware and operating system support, b) operator training, c) on-site services of any kind, d) training classes, e) modifications and/or customizations other than those included in ENHANCEMENTS delivered periodically by USTI, f) Customer Support on any software other than the SOFTWARE identified herein, g) express delivery services, and h) modem telecommunications charges.

Any USTI services provided beyond HELPLINE, MAINTENANCE and ENHANCEMENT, as herein defined, will be furnished only by separate agreement with USTI, and at USTI's normal billing rate and terms then in effect.

10. **TERM AND TERMINATION.** This agreement will remain in force for the Support Term identified above and will then be automatically extended for annual Support Terms upon payment by the CUSTOMER of the Customer Support Fee at the then current rates. Either the CUSTOMER or USTI can terminate this Agreement at the end of any Support Term, USTI by providing written notice, and the CUSTOMER by returning the invoice without payment. In the event that the level changes in the Storage Options section above during an annual term, the prorated amount of the adjusted annual fee for the remainder of the term will be invoiced to the Customer when the level change is made.

11. **LIMITED WARRANTY.** USTI warrants that it will use its best efforts to provide Customer Support, but does not guarantee service results or warrant that all questions and problems will be either answered or resolved, that all defects will be corrected, or that SOFTWARE enhancements will meet CUSTOMER's expectations. To the maximum extent permitted by applicable law, in no event shall USTI, its officers, or employees be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of revenue, business profits, increases in expenses, costs associated with business interruptions, loss of business information or any other pecuniary loss) arising out of the use of or inability to operate this product, misapplication, failure to read and understand the operating instructions in all its forms - Help Files, Web based, printed, and verbal, even if USTI has been advised of the possibility of such damages. In any case, USTI, its officers', and employees' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the SOFTWARE, services, and/or USTI hardware

12. **CUSTOMER REMEDIES.** USTI's entire liability and your exclusive remedy shall be at USTI's option to refund the actual Support Fee paid by the CUSTOMER for any unexpired months of the Support Term.

**GENERAL TERMS**

13. **NO OTHER WARRANTIES.** To the maximum extent permitted by applicable law, USTI disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

14. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by applicable law, in no event shall USTI or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this product, even if USTI has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

15. **JURISDICTION.** It is mutually understood and agreed that this contract shall be governed by the laws of the State of Texas, both as to interpretation and performance.

16. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

LICENSEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS AND AMENDMENTS OR ADDENDA, UNDERSTANDS IT AND AGREES TO BE BOUND BY THIS AGREEMENT. THE LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. . **THIS AGREEMENT IS VOID IF THE EXECUTED COPY AND AMOUNTS DUE ARE NOT RECEIVED BY USTI BY October 25, 2007**

ACCEPTED BY:

United Systems Technology, Inc.

Authorized  
Signature \_\_\_\_\_

Name Randall L. McGee

Title Chief Financial Officer

Date \_\_\_\_\_

ACCEPTED BY:

City of Parker

Authorized  
Signature \_\_\_\_\_

Name Jerky Tartaglino

Title Mayor

Date 10/10/2007

**USTI jUSTIncase REMOTE BACKUP LICENSE AND SERVICE AGREEMENT  
ADDENDUM A**

Remote Backup Client License Fees

USTI and Licensee hereby agree that the Licensee is granted license rights, as outlined above for the use of the following USTI Software Products:

<u>Software Product</u>	<u># Copies</u>	<u>License Fee</u>
Remote Backup Client Software	1	295.00

Remote Backup Storage Fees

USTI will provide disk storage space for the data that is backed up by the jUSTIncase Remote Backup software products at the levels defined below.

<u>  X  </u>	Bronze Level – Up to 500 MB of Server Disk Space	Annual Fee	\$359.40
<u>      </u>	Silver Level – Up to 1 GB of Server Disk Space	Annual Fee	\$479.40
<u>      </u>	Gold Level – Up to 2.5 GB of Server Disk Space	Annual Fee	\$599.40
<u>      </u>	Platinum Level – Up to 5 GB of Server Disk Space	Annual Fee	\$839.40
<u>      </u>	Titanium Level – Over 5 GB of Server Disk Space	Annual Fee	\$839.40 + \$60 per GB over 5 GB

The commencement date for the Storage Fee level listed above will be November 1, 2007

LICENSEE ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS AND AMENDMENTS OR ADDENDA, UNDERSTANDS IT AND AGREES TO BE BOUND BY THIS AGREEMENT. THE LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. **THIS AGREEMENT IS VOID IF THE EXECUTED COPY AND AMOUNTS DUE ARE NOT RECEIVED BY USTI BY October 25, 2007**

ACCEPTED BY:

United Systems Technology, Inc.

Authorized  
Signature \_\_\_\_\_

Name Randall L. McGee

Title Chief Financial Officer

Date \_\_\_\_\_

ACCEPTED BY:

City of Parker

Authorized  
Signature \_\_\_\_\_

Name Jerry Tartaglino

Title Mayor

Date 10/10/2007





**PROFESSIONAL SERVICES AGREEMENT**  
**(USSR1.9408)**

FACSIMILE INFORMATION	
Date: 9/25/2007	# of Pages: 2
To: Dena Daniels	Fax Back To: Randy McGee
Co./Dept.: City of Parker	Co./Dept.: United Systems Technology
Phone #: 972-442-6811	Phone #: 972-830-3411
Fax #: 972-442-2894	Fax #: 972-402-9922

October 2, 2007

Dena Daniels  
City of Parker  
5700 East Parker Road

SR No.: 35111  
Service Type: Services

Parker, TX 75002

This PROFESSIONAL SERVICES AGREEMENT (SR) is made by and between United Systems Technology, Inc., hereinafter referred to as "USTI" (an Iowa corporation), and City of Parker, hereinafter referred to as "CUSTOMER".

CUSTOMER hereby orders and USTI hereby agrees to provide up to 1 hours of Professional Services as described in the Services to be Provided section of this document at the SR Rate of \$0 per hour for an estimated fee, hereinafter referred to as the SR Fee, of \$0. USTI further agrees to use its best efforts to schedule completion of this service within 0 business day(s) of the date this agreement is received signed by USTI.

**SERVICES TO BE PROVIDED**

USTI agrees to provide, and Customer agrees to accept, the following Professional Services, subject to the terms and conditions contained in the PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS (USSR2.9408) document attached hereto:

Installation assistance for jUSTIncase

**ACCEPTANCE**

I have read and understood this PROFESSIONAL SERVICES AGREEMENT, including the SERVICES TO BE PROVIDED and the TERMS AND CONDITIONS and agree that this document constitutes the complete and exclusive statement of the agreement between the parties, and all prior agreements for these specific services, oral or written are superseded.

If not accepted within 30 days, this proposal shall be void and non-binding.

ACCEPTED BY:

**United Systems Technology, Inc.**

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

Signature: OO \_\_\_\_\_

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

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

ACCEPTED BY:

**City of Parker**

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

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

Title: Mayor

Date: 10/10/2007

**United Systems Technology, Inc.**

1850 Crown Dr.  
Suite 1109  
Dallas, TX 75234  
(972) 402-8600

**Invoice**

Invoice # 46769

Date 10/2/2007

**BILL TO**

City of Parker  
5700 East Parker Road  
Parker, TX 75002  
USA

**SHIP TO**

City of Parker  
5700 East Parker Road  
Parker, TX 75002  
USA

Qty	Description	Price Each	Amount
1.00	asyst Storage & Maintenance - jUSTIncase	\$359.40	\$359.40
1.00	asyst License Fee - jUSTIncase	\$295.00	\$295.00

P.O. Number

Due Upon Receipt Of Invoice

Please remit to:

PO BOX 670724  
DALLAS, TX 75367-0724

Sub Total \$654.40

Discount \$0.00

Tax \$0.00

AMOUNT DUE \$654.40





## Council Agenda Item

Item 5  
C'Sec Use Only

Budget Account Code:	Meeting Date: December 4, 2018
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: November 21, 2018
Exhibits:	<ul style="list-style-type: none"><li>• <a href="#">Proposed Resolution</a></li><li>• <a href="#">March 20, 2018 City Council Meeting Minute Excerpt</a></li><li>• <a href="#">Res. No. 2017-542 (Projecting Population – Charter Commission)</a></li></ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-594 REGARDING HOME RULE. [SHELBY]

### SUMMARY

On March 20, 2018, City Council moved to suspend the Home Rule Charter Commission (HRCC) until after the May 5, 2018 General and Special Elections. Since that time, Home Rule has been discussed at several City Council meetings and there have been two (2) Town Hall meetings, August 14, 2018 and October 16, 2018, in which our City Attorney presented material and answered questions regarding the timeline and process of adopting a Charter and transitioning from a General Law to a Home Rule Municipality. As discussed, the first step would be to establish or re-establish a population of 5,000 and authorize the Mayor and City Council to select a Charter Commission to draft a Charter. The proposed resolution would authorize the Mayor and City Council to nominate members of a Home Rule Charter Commission for appointment by the governing body.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	11/21/2018 via email
City Administrator:	<i>Luke Olson</i>	Date:	11/30/2018

**RESOLUTION NO. 2018-594**  
*(Home-Rule Charter Commission)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY,  
TEXAS, APPOINTING MEMBERS AND ALTERNATE MEMBERS TO  
SERVE ON THE HOME-RULE CHARTER COMMISSION**

**WHEREAS**, the City Council of the City of Parker, Texas estimates that the population of the City of Parker is greater than 5,000; and,

**WHEREAS**, the Texas Local Government Code provides that Cities with populations greater than 5,000 may elect to become a Home-Rule City by drafting and approving a Home-Rule Charter; and,

**WHEREAS**, Section 9.002(d) of the Texas Local Government Code provides that the governing body of a municipality may appoint individuals to serve on a Charter Commission tasked with drafting a Home-Rule Charter.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS AS FOLLOWS:**

**SECTION 1. Appointment of Chairperson**

The City Council hereby appoints \_\_\_\_\_ as the Chairperson of the Home-Rule Charter Commission. The Chairperson shall preside over all meetings and report to the City Council. The Chairperson shall be a non-voting member of the Charter Commission and shall not be counted for the purpose of determining a quorum.

**SECTION 2. Appointment of Voting Members of the Home-Rule Charter Commission:**

The following are hereby appointed to serve on the Home-Rule Charter Commission as voting members.

Place 1	_____
Place 2	_____
Place 3	_____
Place 4	_____
Place 5	_____

**SECTION 3. Alternate Members of the Home-Rule Charter Commission:**

The following are hereby appointed to serve as alternate members on the Home-Rule Charter Commission and shall vote in the absence of one of the voting members named in Section 1.

Alternate 1 \_\_\_\_\_  
Alternate 2 \_\_\_\_\_  
Alternate 3 \_\_\_\_\_

**SECTION 4. Effective Date**

This resolution shall be effective upon its passage.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 4th day of December, 2018.

APPROVED:

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Brandon Shelby, City Attorney

**MARCH 20, 2018 CITY COUNCIL MEETING MINUTE EXCERPT**

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON A RECOMMENDATION TO SUSPEND HOME RULE CHARTER COMMISSION (HRCC) UNTIL AFTER THE MAY 5, 2018 GENERAL AND SPECIAL ELECTIONS. [LEVINE]

MOTION: Councilmember Levine moved to approve suspension of the Home Rule Charter Commission until after the May 5, 2018 General and Special Elections. Councilmember Standridge seconded with Councilmembers Levine, Meyer, Pettie, Raney, and Standridge voting for the motion. Motion carried 5-0.

**RESOLUTION NO. 2017-542**  
*{Projecting Population – Charter Commission}*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, PROJECTING THE POPULATION OF PARKER TO BE 5000 OR GREATER BY MAY 5, 2018 AND AUTHORIZING THE MAYOR TO NOMINATE MEMBERS OF A HOME RULE CHARTER COMMISSION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City of Parker is a Type A General Law City incorporated under the laws of the State of Texas; and

**WHEREAS**, the Texas Government Code provides that cities with a population of 5000 or more may elect to become Home Rule; and

**WHEREAS**, without an official census the governing body of a city may make a good faith estimate of its own population using utility connections and a multiplier; and

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) has used a multiplier of 3.213 to project the population of Parker for their own purposes; and

**WHEREAS**, there will be 1560 water utility connections within the city limits of Parker, Texas by May 5, 2018; therefore using NCTCOG's multiplier the population of Parker projects to be 5012 by that date;

**WHEREAS**, section 9.002(d) of the Texas Local Government Code authorizes the governing body of a municipality to appoint a Charter Commission to draft a Home Rule Charter to be presented to the citizens of the municipality for approval;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS:**

**SECTION 1.** That the City Council of Parker projects the population of Parker, Texas to be 5012 by May 5, 2018.

**SECTION 2.** That the City Council of Parker authorizes the Mayor to nominate members of a Home Rule Charter Commission for appointment by the governing body.

**SECTION 3.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**PASSED AND APPROVED** on this the 18th day of July, 2017.



**CITY OF PARKER, TEXAS**

BY:   
Z MARSHALL, MAYOR

**ATTEST:**

BY:   
PATTI SCOTT GREY,  
CITY SECRETARY

**APPROVED AS TO FORM  
AND CONTENT:**

BY:   
BRANDON S. SHELBY,  
CITY ATTORNEY



## Council Agenda Item

Item 6  
C'Sec Use Only

Budget Account Code:	Meeting Date: December 4, 2018
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: City Attorney Shelby
Estimated Cost:	Date Prepared: November 21, 2018
Exhibits:	<ul style="list-style-type: none"><li>• <a href="#">Proposed Ordinance</a></li><li>• <a href="#">Ordinance No. 718 (GCEC Franchise Agreement)</a></li></ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 772, APPROVING / GRANTING A FRANCHISE TO GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, TO CONDUCT A BUSINESS OF SUPPLYING ELECTRIC ENERGY FOR LIGHT, HEAT AND POWER IN THE CITY OF PARKER, AND TO CONSTRUCT, OPERATE, AND MAINTAIN AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM ALONG, UPON AND ACROSS THE UTILITY EASEMENTS, RIGHTS-OF-WAY, STREETS, ROADS, LANES, ALLEYS AND BRIDGES [SHELBY]

### SUMMARY

The attached franchise agreement is drafted to include the essential elements of the franchise of GCEC to provide electrical service to the city. That includes the franchise fee of 5 % of gross revenue to be paid to the city, the use of right of ways and city easements for power lines and equipment, and related matters. The agreement period started December 1, 2014, and will end January 1, 2019, with automatic renewals every five (5) years on January 1.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Grant Savage</i>	Date:	11/19/2018
City Attorney:	<i>Brandon S. Shelby</i>	Date:	11/21/2018 via email
City Administrator:	<i>Luke Olson</i>	Date:	11/30/2018

**ORDINANCE 772**  
*(GCEC Franchise Agreement)*

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS GRANTING A FRANCHISE TO GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, TO CONDUCT A BUSINESS OF SUPPLYING ELECTRIC ENERGY FOR LIGHT, HEAT AND POWER IN THE CITY OF PARKER, AND TO CONSTRUCT, OPERATE, AND MAINTAIN AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM ALONG, UPON AND ACROSS THE UTILITY EASEMENTS, RIGHTS-OF-WAY, STREETS, ROADS, LANES, ALLEYS AND BRIDGES OF SAID CITY, AND PROVIDING FOR CONFLICTS AND SEVERABILITY.**

**WHEREAS**, the City Council of the City of Parker has determined that, in order to maintain fiscal integrity of the City of Parker ("City"), a franchise fee must be imposed upon Grayson-Collin Electric Cooperative, Inc. ("Cooperative") for the use of the utility easements, rights-of-way, and roads or streets of the City; and

**WHEREAS**, the City Council of the City of Parker has determined that the imposition of a franchise fee on the Cooperative is in the best interest of the citizens of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS:**

**Section 1. Grant of Franchise:**

Subject to provisions of the laws of the State of Texas, including any future laws or ordinances, and subject to the provisions of the grant, a non-exclusive franchise is granted to the Cooperative, its successors, transferees, and assigns, for a period beginning January 1, 2019, and ending December 31, 2023, with automatic renewals every five (5) years on January 1, pending necessary review and revision, to generate, supply, sell, distribute and furnish electrical power and energy to the City and its inhabitants by constructing, operating and maintaining an electrical transmission and distribution system, including all necessary appurtenances thereto ("System"), along, upon, and across the public electric utility easements, rights-of-way, streets, roads, avenues, lanes, alleys and bridges ("thoroughfares") of the City.

**Section 2. Non-Exclusive Franchise:**



Franchise rights and privileges extended by this grant are not exclusive, and the City retains that right to grant any other person, firm or corporation, and other electrical companies, franchise rights and privileges to its thoroughfares and public places as it deems best, or chooses to grant.

### **Section 3. Duties of Cooperative:**

**A. Construction Standards:** The system shall be constructed, operated and maintained by the Cooperative in a good and workmanlike manner, in accordance with all Federal, State and Local rules and regulations, particularly rules and regulations relating to safety.

**B. Non-Interference:** The system shall be constructed, operated and maintained as not to interfere with vehicular and pedestrian traffic on the traveled portion of such thoroughfares. After construction or removal of any part of the system, the thoroughfare shall be restored to its original or better condition.

**C. Building Permit or Certificate of Occupancy Required:** The Cooperative shall not establish electrical service to any property or structure within the corporate limits of the City unless and until a valid Building Permit or Certificate of Occupancy has been issued by the City Building Official.

**D. Records and Reports:** During the period of the franchise, the books and records of the Cooperative shall contain records of the Cooperative's property and revenues in or from the City's corporate limits. The Cooperative shall furnish the City with an annual report and make the books and records available for inspection or audit by the City at the Cooperative's general office at all reasonable times. The Cooperative shall promptly furnish to the City a copy of each annual report filed by the Cooperative with the Public Utility Commission of Texas during the period of this franchise.

#### **E. Excavation of Public Property; Restoration and Damage:**

**1.** Whenever it becomes necessary to excavate in public electric utility easements, rights-of-way, public streets, alleys, highways, public ways or public grounds of the City under this franchise to install, construct, reconstruct, maintain, repair or extend any of the Cooperative's transmission lines, poles, conductors, wires, conduits, substations, apparatus and appliances, the excavations shall be made according to all of the provisions of the general ordinance of the City and State and Federal rules and regulations. No excavation shall occur without the prior written approval of the City of Parker.

**2.** In the construction, maintenance, repair and operation of its transmission lines, poles, conductors, wires, conduits, substations, apparatus and appliances, the Cooperative shall use reasonable care to avoid any damage to the water lines, sewer and conduits within the City. If the Cooperative, its employees, agents or subcontractors, causes any damage to the City's property, the Cooperative

shall promptly restore the property to the condition it was in prior to being damaged, or pay for the damage.

**F. Temporary Discontinuance of Service:** The Cooperative has the right to temporarily discontinue service of electrical power and energy from any part of its transmission or distribution lines when necessary for repairing, maintaining or extending the transmission lines, distribution lines, generating plants or facilities, or any other apparatus supplying the electrical power and energy. Any temporary discontinuance of service for repairs and extension shall be resumed as soon as reasonably possible. The Cooperative shall not be liable to the City for any damage occasioned by any temporary discontinuance of service, so long as repairs are prosecuted with due diligence. All maintenance and extensions shall be made with due care and diligence. Whenever practicable, the Cooperative shall diligently attempt to give notice of the temporary discontinuance of service, by the most practicable means available to it, to all consumers or members affected by the temporary discontinuance. Nothing in this section shall be construed to relieve the Cooperative of liability for damage resulting from temporary discontinuance of service due to its negligence or the negligence of its employees or assigns.

**G. Tree Trimming:** The right, license and privilege is hereby granted to the Cooperative to, at the Cooperative's own expense, trim trees upon and overhanging the streets, alleys, sidewalks and public places of the City to the extent necessary to prevent the branches of such trees from coming in contact with the wires or cables of the Cooperative. The Cooperative shall trim only so much of such trees as is reasonable and necessary to prevent contact with wires and cables.

The Cooperative agrees to provide personal or written notice to property owners when trees are to be trimmed no less than 48 hours in advance of the work being done. This provision shall not apply in an emergency, where trimming is necessary to restore power.

**H. Adaptability to the Moving of Structures:** The Cooperative, at the request of any person, shall remove or raise or lower its wires and cables within the City temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires or cables, shall be paid by the benefited party or parties, and the Cooperative may require such payment in advance. The Cooperative shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary changes.

**I. Indemnification:** IN THE CONSTRUCTION, INSTALLATION, REPAIRING, OPERATION AND MAINTENANCE OF ALL TRANSMISSION LINES, POLES, CONDUCTORS, WIRES, CONDUITS, SUBSTATIONS, APPARATUS, APPLIANCES AND OTHER FACILITIES FOR THE DISTRIBUTION OF ELECTRICAL POWER AND ENERGY, THE COOPERATIVE SHALL USE REASONABLE CARE TO AVOID DAMAGE OR INJURY TO PERSONS OR PROPERTY. THE COOPERATIVE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS, THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, AND ITS EMPLOYEES FROM ALL SUCH DAMAGE,

INJURY OR EXPENSE TO THE EXTENT CAUSED BY ANY NEGLIGENCE OF THE COOPERATIVE, ITS OFFICERS, AGENTS AND EMPLOYEES, OR BY ANY ACT, OR FAILURE TO ACT, BY THE COOPERATIVE, ITS OFFICERS, AGENTS AND EMPLOYEES IN THE CONNECTING, INSTALLING, REPAIRING AND MAINTAINING OF ANY OF ITS FACILITIES, OR TREE TRIMMING, OR IN EXCAVATING THE PUBLIC THOROUGHFARES AND PUBLIC GROUNDS OF THE CITY, INCLUDING THE PAVING, REPAVING OR REPAIRING OF ANY OF THE PUBLIC THOROUGHFARES AND PUBLIC GROUNDS OF THE CITY.

**J. Insurance:** The Cooperative shall, at all times, maintain general liability insurance through reliable companies licensed and qualified to do business in the State of Texas.

**K. City Utilities:** The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Cooperative. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like. Upon request by City, Cooperative shall relocate its facilities at the expense of the City except as otherwise required by Section 37.101(c) of the Texas Public Utility Regulatory Act (PURA), which statutory provision currently states, the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street. City and Cooperative further agree that widening and straightening of a street includes the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (meaning sidewalks done in conjunction with widening or straightening of a street), provided that the City shall provide Cooperative with at least one hundred twenty (120) days' notice and shall specify a new location suitable for such facilities along the Public Rights-of-Way of the street. Cooperative shall, except in cases of emergency conditions or work incidental in nature, obtain a permit prior to performing work in the Public Rights-of-Way, except in no instance shall Cooperative be required to provide payment or performance bonds related to its use of the Public Rights-of-Way. Cooperative shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code.

**L. City Immunities and Defenses:** Cooperative expressly agrees that neither this franchise agreement, nor any of its provisions, shall prevent the City from the lawful use of immunities and defenses available to the City, if any.

#### **Section 4. Remedy for Breach of Duties:**

A failure of the Cooperative to observe any of the terms and conditions of this franchise shall be grounds for the forfeiture and termination of the privilege herein

granted if such failure is continued for more than thirty (30) days after written notice from the City to the Cooperative.

#### **Section 5. Franchise Fee:**

As long as the Cooperative shall serve any member or customer within the corporate limits of the City of Parker with electrical energy, it shall pay to the City annually a sum equal to five percent, (5%) of the Cooperative's gross receipts for the sale of electrical energy to members or customers within the corporate limits of the City of Parker. Such sum shall be payable in quarterly installments. The parties agree the City may increase the franchise fee if authorized by state law to do so.

#### **Section 6. Acceptance Clause:**

This grant of franchise and its terms shall be accepted by the Cooperative by a written instrument, executed, acknowledged and filed with the City within thirty (30) days of the date that this ordinance is adopted by the City Council. The written instrument shall state the acceptance of this grant that the Cooperative agrees to abide by the terms of this ordinance, and a declaration that the statements and recitals in this ordinance are correct. Unless this grant of franchise is accepted within the time and manner provided in this section, it shall not become effective.

#### **Section 7. Duty of Cooperative Upon Change or Alteration in Streets, etc.:**

In the event that at any time during the period of this franchise the City shall lawfully elect to abandon, alter or change the grade, width or location of any street alley or other public way, the City may require the Cooperative, upon reasonable notice, to remove, relay, or relocate its transmission lines, poles, conductors, conduits, substations, apparatus, appliances and other facilities for the distribution of electrical power end energy at its own expense.

#### **Section 8. Locating Lines, etc.:**

**A.** The Cooperative shall within three (3) months after the granting of this franchise, file with the City Administrator a map or map in convenient sectional form showing any underground transmission lines, conductors, wires, conduits and other facilities for the distribution of electrical power and energy, and such other information with respect to their location and depth as the Cooperative has available in records available to it. Thereafter, the Cooperative will correct and bring such maps up to date annually.

**B.** This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with

this Franchise, nor shall Cooperative place its lines or equipment in a manner that unreasonably interferes with other franchise utilities of City. The Cooperative shall comply with all ordinances, rules and regulations of the City to the extent that such City ordinances rules and regulations do not conflict with the provisions of this Franchise. This franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under the Public Utility Regulatory Act of Texas, or other state or federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City, that it believes is contrary to any federal, state or local law or regulation. To the extent practicable City shall provide Cooperative with reasonable notice and opportunity to review and comment upon any new or revised City Standards that impact Cooperative's use of the Public Rights-of- Way.

#### **Section 9. Retention of Rights by City:**

The City, in granting this franchise, fully retains and reserves the rights, privileges and immunities that it now has under the law to fully patrol and police the streets, alleys and public ways, within the City and the granting of this franchise shall in no way interfere with the improvements or maintenance, of any streets, alleys and public ways, and the rights of the Cooperative to use such streets shall at all times be subservient to the right of the governing body of the City to fully exercise its rights of control over said streets, alleys and public ways.

#### **Section 10. Taxes:**

The Cooperative shall promptly pay all lawful ad valorem taxes, and such other levies and assessments that may be lawfully imposed upon it, if any. Failure to pay any of such charges or either of them shall be deemed a breach of the privilege granted herein.

#### **Section 11. Assignment of Agreement:**

This franchise and agreement, and any and all rights and obligations hereunder, may be assigned by the Cooperative only with the prior written consent of the City Council.

#### **Section 12. Conflicts:**

All ordinances and provisions of the City of Parker, Texas that are in conflict with this ordinance shall be, and the same are hereby repealed, and all ordinances and provisions of the City not so repealed are hereby retained in full force and effect.

#### **Section 13. Severability:**

It is the intent of the City Council that each paragraph, sentence, subdivision,

clause, phrase or section of this ordinance be deemed severable, and should any such paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional, for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this ordinance left standing, nor the validity of the Code of Ordinances as a whole.

**Section 14. Effective Date:**

This Ordinance takes effect from and on January 1, 2019.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 4th day of December, 2018.

APPROVED:  
CITY OF PARKER

\_\_\_\_\_  
Lee Pettle, Mayor

ATTEST:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Brandon Shelby, City Attorney

ending January 1, 2019, with automatic renewals every five (5) years on January 1, pending necessary review and revision,

**ORDINANCE 718**  
*(GCEC Franchise Agreement)*

**AN ORDINANCE OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS GRANTING A FRANCHISE TO GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS, TO CONDUCT A BUSINESS OF SUPPLYING ELECTRIC ENERGY FOR LIGHT, HEAT AND POWER IN THE CITY OF PARKER, AND TO CONSTRUCT, OPERATE, AND MAINTAIN AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM ALONG, UPON AND ACROSS THE UTILITY EASEMENTS, RIGHTS-OF-WAY, STREETS, ROADS, LANES, ALLEYS AND BRIDGES OF SAID CITY, AND PROVIDING FOR CONFLICTS AND SEVERABILITY.**

**WHEREAS,** the City Council of the City of Parker has determined that, in order to maintain fiscal integrity of the City of Parker ("City"), a franchise fee must be imposed upon Grayson-Collin Electric Cooperative, Inc. ("Cooperative") for the use of the utility easements, rights-of-way, and roads or streets of the City; and

**WHEREAS,** the City Council of the City of Parker has determined that the imposition of a franchise fee on the Cooperative is in the best interest of the citizens of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS:**

**Section 1. Grant of Franchise:**

Subject to provisions of the laws of the State of Texas, including any future laws or ordinances, and subject to the provisions of the grant, a non-exclusive franchise is granted to the Cooperative, its successors, transferees, and assigns, for a period beginning December 1, 2014, and ending January 1, 2019, with automatic renewals every five (5) years on January 1, pending necessary review and revision, to generate, supply, sell, distribute and furnish electrical power and energy to the City and its inhabitants by constructing, operating and maintaining an electrical transmission and distribution system, including all necessary appurtenances thereto ("System"), along, upon, and across the public electric utility easements, rights-of-way, streets, roads, avenues, lanes, alleys and bridges ("thoroughfares") of the City.

**Section 2. Non-Exclusive Franchise:**

Franchise rights and privileges extended by this grant are not exclusive, and the City retains that right to grant any other person, firm or corporation, and other electrical

companies, franchise rights and privileges to its thoroughfares and public places as it deems best, or chooses to grant.

### **Section 3. Duties of Cooperative:**

**A. Construction Standards:** The system shall be constructed, operated and maintained by the Cooperative in a good and workmanlike manner, in accordance with all Federal, State and Local rules and regulations, particularly rules and regulations relating to safety.

**B. Non-Interference:** The system shall be constructed, operated and maintained as not to interfere with vehicular and pedestrian traffic on the traveled portion of such thoroughfares. After construction or removal of any part of the system, the thoroughfare shall be restored to its original or better condition.

**C. Building Permit or Certificate of Occupancy Required:** The Cooperative shall not establish electrical service to any property or structure within the corporate limits of the City unless and until a valid Building Permit or Certificate of Occupancy has been issued by the City Building Official.

**D. Records and Reports:** During the period of the franchise, the books and records of the Cooperative shall contain records of the Cooperative's property and revenues in or from the City's corporate limits. The Cooperative shall furnish the City with an annual report and make the books and records available for inspection or audit by the City at the Cooperative's general office at all reasonable times. The Cooperative shall promptly furnish to the City a copy of each annual report filed by the Cooperative with the Public Utility Commission of Texas during the period of this franchise.

### **E. Excavation of Public Property; Restoration and Damage:**

1. Whenever it becomes necessary to excavate in public electric utility easements, rights-of-way, public streets, alleys, highways, public ways or public grounds of the City under this franchise to install, construct, reconstruct, maintain, repair or extend any of the Cooperative's transmission lines, poles, conductors, wires, conduits, substations, apparatus and appliances, the excavations shall be made according to all of the provisions of the general ordinance of the City and State and Federal rules and regulations. No excavation shall occur without the prior written approval of the City of Parker.

2. In the construction, maintenance, repair and operation of its transmission lines, poles, conductors, wires, conduits, substations, apparatus and appliances, the Cooperative shall use reasonable care to avoid any damage to the water lines, sewer and conduits within the City. If the Cooperative, its employees, agents or subcontractors, causes any damage to the City's property, the Cooperative shall promptly restore the property to the condition it was in prior to being damaged, or pay for the damage.



**F. Temporary Discontinuance of Service:** The Cooperative has the right to temporarily discontinue service of electrical power and energy from any part of its transmission or distribution lines when necessary for repairing, maintaining or extending the transmission lines, distribution lines, generating plants or facilities, or any other apparatus supplying the electrical power and energy. Any temporary discontinuance of service for repairs and extension shall be resumed as soon as reasonably possible. The Cooperative shall not be liable to the City for any damage occasioned by any temporary discontinuance of service, so long as repairs are prosecuted with due diligence. All maintenance and extensions shall be made with due care and diligence. Whenever practicable, the Cooperative shall diligently attempt to give notice of the temporary discontinuance of service, by the most practicable means available to it, to all consumers or members affected by the temporary discontinuance. Nothing in this section shall be construed to relieve the Cooperative of liability for damage resulting from temporary discontinuance of service due to its negligence or the negligence of its employees or assigns.

**G. Tree Trimming:** The right, license and privilege is hereby granted to the Cooperative to, at the Cooperative's own expense, trim trees upon and overhanging the streets, alleys, sidewalks and public places of the City to the extent necessary to prevent the branches of such trees from coming in contact with the wires or cables of the Cooperative. The Cooperative shall trim only so much of such trees as is reasonable and necessary to prevent contact with wires and cables.

The Cooperative agrees to provide personal or written notice to property owners when trees are to be trimmed no less than 48 hours in advance of the work being done. This provision shall not apply in an emergency, where trimming is necessary to restore power.

**H. Adaptability to the Moving of Structures:** The Cooperative, at the request of any person, shall remove or raise or lower its wires and cables within the City temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires or cables, shall be paid by the benefited party or parties, and the Cooperative may require such payment in advance. The Cooperative shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary changes.

**I. Indemnification:** In the construction, installation, repairing, operation and maintenance of all transmission lines, poles, conductors, wires, conduits, substations, apparatus, appliances and other facilities for the distribution of electrical power and energy, the Cooperative shall use reasonable care to avoid damage or injury to persons or property. The Cooperative shall defend, indemnify and hold harmless, the City, its elected and appointed officials, and its employees from all such damage, injury or expense to the extent caused by any negligence of the Cooperative, its officers, agents and employees, or by any act, or failure to act, by the Cooperative, its officers, agents and employees in the connecting, installing, repairing and maintaining of any of its facilities,

or tree trimming, or in excavating the public thoroughfares and public grounds of the City, including the paving, repaving or repairing of any of the public thoroughfares and public grounds of the City.

**J. Insurance:** The Cooperative shall, at all times, maintain general liability insurance through reliable companies licensed and qualified to do business in the State of Texas.

**K. City Utilities:** The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Cooperative. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like. Upon request by City, Cooperative shall relocate its facilities at the expense of the City except as otherwise required by Section 37.101(c) of the Texas Public Utility Regulatory Act (PURA), which statutory provision currently states, the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street. City and Cooperative further agree that widening and straightening of a street includes the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (meaning sidewalks done in conjunction with widening or straightening of a street), provided that the City shall provide Cooperative with at least one hundred twenty (120) days notice and shall specify a new location suitable for such facilities along the Public Rights-of-Way of the street. Cooperative shall, except in cases of emergency conditions or work incidental in nature, obtain a permit prior to performing work in the Public Rights-of-Way, except in no instance shall Cooperative be required to provide payment or performance bonds related to its use of the Public Rights-of-Way. Cooperative shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code.

**L. City Immunities and Defenses:** Cooperative expressly agrees that neither this franchise agreement, nor any of its provisions, shall prevent the City from the lawful use of immunities and defenses available to the City, if any.

#### **Section 4. Remedy for Breach of Duties:**

A failure of the Cooperative to observe any of the terms and conditions of this franchise shall be grounds for the forfeiture and termination of the privilege herein granted if such failure is continued for more than thirty (30) days after written notice from the City to the Cooperative.

#### **Section 5. Franchise Fee:**

As long as the Cooperative shall serve any member or customer within the corporate limits of the City of Parker with electrical energy, it shall pay to the City

annually a sum equal to four per cent, (4%) of the Cooperative's gross receipts for the sale of electrical energy to members or customers within the corporate limits of the City of Parker. Such sum shall be payable in quarterly installments. The parties agree the City may increase the franchise fee if authorized by state law to do so.

**Section 6. Acceptance Clause:**

This grant of franchise and its terms shall be accepted by the Cooperative by a written instrument, executed, acknowledged and filed with the City within thirty (30) days of the date that this ordinance is adopted by the City Council. The written instrument shall state the acceptance of this grant that the Cooperative agrees to abide by the terms of this ordinance, and a declaration that the statements and recitals in this ordinance are correct. Unless this grant of franchise is accepted within the time and manner provided in this section, it shall not become effective.

**Section 7. Duty of Cooperative Upon Change or Alteration in Streets, etc.:**

In the event that at any time during the period of this franchise the City shall lawfully elect to abandon, alter or change the grade, width or location of any street alley or other public way, the City may require the Cooperative, upon reasonable notice, to remove, relay, or relocate its transmission lines, poles, conductors, conduits, substations, apparatus, appliances and other facilities for the distribution of electrical power and energy at its own expense.

**Section 8. Locating Lines, etc.:**

A. The Cooperative shall within three (3) months after the granting of this franchise, file with the City Administrator a map or map in convenient sectional form showing any underground transmission lines, conductors, wires, conduits and other facilities for the distribution of electrical power and energy, and such other information with respect to their location and depth as the Cooperative has available in records available to it. Thereafter, the Cooperative will correct and bring such maps up to date annually.

B. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise, nor shall Cooperative place its lines or equipment in a manner that unreasonably interferes with other franchise utilities of City. The Cooperative shall comply with all ordinances, rules and regulations of the City to the extent that such City ordinances rules and regulations do not conflict with the provisions of this Franchise. This franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under the Public Utility Regulatory Act of Texas, or other state or

federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City, that it believes is contrary to any federal, state or local law or regulation. To the extent practicable City shall provide Cooperative with reasonable notice and opportunity to review and comment upon any new or revised City Standards that impact Cooperative's use of the Public Rights-of-Way.

**Section 9. Retention of Rights by City:**

The City, in granting this franchise, fully retains and reserves the rights, privileges and immunities that it now has under the law to fully patrol and police the streets, alleys and public ways, within the City and the granting of this franchise shall in no way interfere with the improvements or maintenance, of any streets, alleys and public ways, and the rights of the Cooperative to use such streets shall at all times be subservient to the right of the governing body of the City to fully exercise its rights of control over said streets, alleys and public ways.

**Section 10. Taxes:**

The Cooperative shall promptly pay all lawful advalorem taxes, and such other levies and assessments that may be lawfully imposed upon it, if any. Failure to pay any of such charges or either of them shall be deemed a breach of the privilege granted herein.

**Section 11. Assignment of Agreement:**

This franchise and agreement, and any and all rights and obligations hereunder, may be assigned by the Cooperative only with the prior written consent of the City Council.

**Section 12. Conflicts:**

All ordinances and provisions of the City of Parker, Texas that are in conflict with this ordinance shall be, and the same are hereby repealed, and all ordinances and provisions of the City not so repealed are hereby retained in full force and effect.

**Section 13. Severability:**

It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this ordinance be deemed severable, and should any such paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional, for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this ordinance left standing, nor the validity of the Code of Ordinances as a whole.

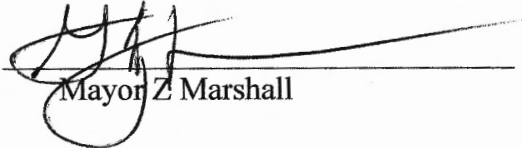
**Section 14. Effective Date:**

This ordinance shall take effect from and after December 1, 2014.

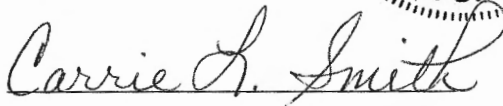
**DULY APPROVED AND PASSED** by the City Council of the City of Parker, Collin County, Texas on the 10th day of January, 2015.



City of Parker

  
Mayor Z Marshall

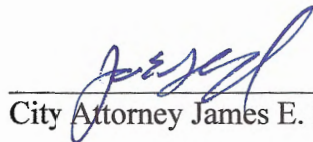
Attest:



City Secretary Carrie L. Smith

Agreed and approved by Grayson Collin  
Electric Cooperative, Inc.

Approved as to Form:

  
City Attorney James E. Shepherd

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



## Council Agenda Item

Item 7  
C'Sec Use Only

Budget Account Code:	Meeting Date: December 4, 2018
Budgeted Amount:	Department/ Requestor: City Council
Fund Balance-before expenditure:	Prepared by: Public Works Director Machado Asst. CA/CS Scott Grey
Estimated Cost:	Date Prepared: November 21, 2018
Exhibits:	<ol style="list-style-type: none"><li>1. <a href="#">Proposed Resolution</a></li><li>2. <a href="#">Res. No. 2017-559 (2017 P&amp;Z Appointments)</a></li><li>3. <a href="#">Attendance Record</a></li></ol>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-590 MAKING APPOINTMENTS TO THE PLANNING AND ZONING (P&Z) COMMISSION. [OLSON]

### SUMMARY

The following Planning and Zoning (P&Z) Commissioners, whose term(s) expire November 30th, expressed a desire to continue to serve on the P&Z in their current positions:

Member	Position	Term Expiration
Joe Lozano	Place Two (2); Vice Chairperson	Nov. 30
David Leamy	Place Four (4); Voting	Nov. 30

There are no vacancies currently.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

#### Inter – Office Use

Approved by:			
Department Head:	<i>Patti Scott Grey</i>	Date:	11/21/2018
City Attorney:	<i>Brandon S. Shelby</i>	Date:	11/28/2018 via email
City Administrator:	<i>Luke Olson</i>	Date:	11/30/2018

**RESOLUTION NO. 2018-590**  
*(2018 Planning and Zoning Commission Appointments)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY,  
TEXAS, APPOINTING MEMBERS TO SERVE ON THE PLANNING AND  
ZONING COMMISSION**

**WHEREAS**, Members and Alternate members of the Planning and Zoning Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS AS FOLLOWS:**

**SECTION 1. Appointment of Voting Members with terms expiring November 30, 2020:**

The following are hereby appointed to serve on the Planning and Zoning Commission as voting members for the remainder of a two-year term, expiring November 30, 2020 or until their successors are appointed and qualified.

Place 2 \_\_\_\_\_  
Place 4 \_\_\_\_\_

**SECTION 2. Effective Date**

This resolution shall be effective upon its passage.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 4th day of December, 2018.

APPROVED:

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

---

Brandon Shelby, City Attorney

Proposed



**RESOLUTION NO. 2017-559**  
*(2018-2019 P&Z Appointments)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY,  
TEXAS, APPOINTING MEMBERS AND ALTERNATE MEMBERS TO  
SERVE ON THE PLANNING AND ZONING COMMISSION**

**WHEREAS;** Members and Alternates of the Planning and Zoning serve in staggered two year terms, commencing on December 1<sup>st</sup> and ending on November 30<sup>th</sup>, as set forth below:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS AS FOLLOWS:**

**SECTION 1. Appointment of Voting Members with terms expiring November 30, 2019**

The following are hereby appointed to serve on the Planning and Zoning Commission as voting member for a term of two years, expiring November 30 of 2019.

Place 1	<u>Russell Wright</u>
Place 3	<u>Wei Wei Jeang</u>
Place 5	<u>Jasmat Sutaria</u>

**SECTION 2. Voting Members with terms expiring November 30, 2018**

The following were previously appointed to serve on the Planning and Zoning Commission as voting members for a two year term, expiring November 30, 2018.

Place 2	Joe Lozano
Place 4	David Leamy

**SECTION 3. Alternate Members with terms expiring November 30, 2019**

The following are hereby appointed to serve on the Planning and Zoning Commission as Alternate Members for a two year term, expiring November 30, 2019.

Alternate 1	<u>Marilyn Kittrell</u>
Alternate 2	<u>Larkin Crutcher</u>
Alternate 3	<u>JR Douglas</u>

**SECTION 4. Appointment of Officers**

The officers of the Planning and Zoning Commission shall include a Chairperson, Vice-chairperson, and Secretary for a term of two-years, expiring on the same date as the member's term, unless otherwise designated by council.

Chairperson	<u>Russell Wright</u>
Vice Chairperson	<u>Joe Lozano</u>
Secretary	<u>Wei Wei Jeang</u>

**SECTION 5. Effective Date**

This resolution shall be effective upon its passage.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 8<sup>th</sup> day of November, 2017.



**ATTEST:**

*Patti Scott Grey*  
Patti Scott Grey, City Secretary

**CITY OF PARKER:**

*Z Marshall*  
Z Marshall, Mayor

**APPROVED AS TO FORM:**

*B Shelby*  
Brandon Shelby, City Attorney

## Planning and Zoning 2018 Attendance

2018 Res. No. 2017-559			1 Chairman Russell Wright	2 Vice Chair Joe Lozano	3 Secretary Wei Wei Jeang	4 David Leamy	5 Jasmat Sutaria	Alternate 1 Marilyn Kittrell	Alternate 2 Larkin Crutcher	Alternate 3 JR Douglas							
	✓	Absent															
2018																	
Jan	11	Canceled															
	25	Canceled															
Feb	8	Canceled															
	22	Canceled															
Mar	8	Canceled															
	22	Canceled															
Apr	12	Canceled															
	26	Canceled															
May	10	Regular									✓	✓	✓	Absent	✓	✓	✓
	24	Canceled															
Jun	14	Canceled															
	28	Regular									✓	✓	Absent	✓	Absent	✓	✓
Jul	12	Regular	✓	✓	✓	✓	✓	✓	Absent	✓							
	16	Special	✓		✓	✓											
	24	Special	✓		✓	✓											
	26	Canceled															
	31	Special	✓		✓	✓											
Aug	2	Canceled															
	9	Regular	✓	✓	✓	✓					Absent	Absent	✓	✓			
	23	Regular	✓	✓	✓	✓	✓	Absent	✓	Absent							
Sept	13	Regular	✓		✓	✓											
	18	Special	✓		✓	✓											
	25	Special	✓		✓	✓											
	27	Canceled															
Oct	11	Canceled															
	25	Canceled															
Nov	8	Canceled															
	22	Canceled															
Dec	13	Regular															
	27	Canceled															

## Planning and Zoning 2018 Attendance

2018 Absences	0	0	1	1	2	2	1	1
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The P&Z Subcommittee is highlighted in yellow above.

P&Z Subcommittee consists of P&Z Chair Russell Wright, P&Z Secretary Wei Wei Jeang, and P&Z Place Four (4) Voting Member David Leamy.



## Council Agenda Item

Item 8  
C'Sec Use Only

Budget Account Code:	Meeting Date:	December 4, 2018
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	City Administrator Olson
Estimated Cost:	Date Prepared:	November 7, 2018
Exhibits:	<ol style="list-style-type: none"><li>1. <a href="#">Proposed Resolution</a></li><li>2. <a href="#">Res. No. 2017-560 (2017 ZBA Appointments)</a></li><li>3. <a href="#">Mark Farmer and Steve Schoenekase applications</a></li><li>4. <a href="#">Hal Camp's resignation letter; James Clay's resignation email; Randy Kercho's interest for continued service email; and ZBA Chair Andrew Ellison's suggestion</a></li><li>5. <a href="#">Attendance Record</a></li></ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-591 MAKING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT (ZBA). [OLSON]

### SUMMARY

The following Zoning Board of Adjustment (ZBA) members, whose terms expire November 30th, expressed a desire to continue to serve on the ZBA:

Member	Position	Term Expiration
Don Dickson	Place Four (4); Vice Chairperson	Nov. 30
Randy Kercho	Alternate 2	Nov. 30

The following members would like to step down at this time.

Hal Camp	Place Two (2); Voting	Nov. 30
James Clay	Alternate 1	Nov. 30

The City has two (2) vacancies and received applications from Mark Farmer and Steve Schoenekase. Please review the applications provided and ZBA Chair Andrew Ellison's emailed comments/suggestions, regarding vacancies.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head:	<i>Patti Scott Grey</i>	Date:	11/21/2018
City Attorney:	<i>Brandon S. Shelby</i>	Date:	11/28/2018 via email
City Administrator:	<i>Luke Olson</i>	Date:	11/30/2018

**RESOLUTION NO. 2018-591**  
*(2018 Zoning Board of Adjustment Appointments)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY,  
TEXAS, APPOINTING MEMBERS AND ALTERNATE MEMBERS TO  
SERVE ON THE ZONING BOARD OF ADJUSTMENT**

**WHEREAS**, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth below:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS AS FOLLOWS:**

**SECTION 1. Appointment of Voting Members with terms expiring November 30, 2020:**

The following are hereby appointed to serve on the Zoning Board of Adjustment as voting members for the remainder of a two-year term, expiring November 30, 2020 or until their successors are appointed and qualified.

Place 2 \_\_\_\_\_  
Place 4 \_\_\_\_\_

**SECTION 2. Appointment of Alternate Members with terms expiring November 30, 2020:**

The following were previously appointed to serve on the Zoning Board of Adjustment as alternate members for the unexpired portion of a two-year term, expiring November 30, 2020 or until their successors are appointed and qualified.

Alternate 1 \_\_\_\_\_  
Alternate 2 \_\_\_\_\_

**SECTION 3. Voting Members with terms expiring November 30, 2019**

The following were previously appointed to serve on the Zoning Board of Adjustment as voting members for a term of two years, expiring November 30, 2019 or until their successors are appointed and qualified.

Place 1        Jack Albritton  
Place 3        Andrew Ellison  
Place 5        Brian Deaver

**SECTION 4 Effective Date**

This resolution shall be effective upon its passage.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 4th day of December, 2018.

APPROVED:

\_\_\_\_\_  
Lee Pettle, Mayor

ATTEST:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Brandon Shelby, City Attorney



**RESOLUTION NO. 2017-560**  
*(2017 Zoning Board of Adjustment Appointments)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY,  
TEXAS, APPOINTING MEMBERS AND ALTERNATE MEMBERS TO  
SERVE ON THE ZONING BOARD OF ADJUSTMENT**

**WHEREAS**, Members and Alternate Members of the Zoning Board of Adjustment serve in staggered two year terms, commencing December 1st and ending on November 30th as set forth below:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS AS FOLLOWS:**

**SECTION 1. Appointment of Voting Members with terms expiring November 1, 2019**

The following are hereby appointed to serve on the Zoning Board of Adjustment as voting members for the remainder of a two year term, expiring November 30, 2019 or until their successors are appointed and qualified.

Place 1	Jack Albritton
Place 3	Andrew Ellison
Place 5	Brian Deaver

**SECTION 2. Voting Members with terms expiring November 30, 2018**

The following were previously appointed to serve on the Zoning Board of Adjustments as voting members for a term of two years, expiring November 30, 2018 or until their successors are appointed and qualified.

Place 2	Hal Camp
Place 4	Don Dickson

**SECTION 3. Alternate Members with terms expiring November 30, 2018**

The following were previously appointed to serve on the Zoning Board of Adjustment as alternate members for the unexpired portion of a two year term, expiring November 30, 2018 or until their successors are appointed and qualified.

Alternate 1	James Clay
Alternate 2	Randy Kercho

#### **SECTION 4. Appointment of Officers**

The officers of the Zoning Board of Adjustment shall include a Chairperson and Vice-chairperson, for a term of two-years, expiring on the same date as the member's term, unless otherwise designated by council.

Chairperson	Andrew Ellison
Vice Chairperson	Don Dickson

#### **SECTION 5 Effective Date**

This resolution shall be effective upon its passage.

**PASSED AND APPROVED** by the City Council of the City of Parker, Collin County, Texas on this the 5th day of December, 2017.



APPROVED:

  
Z Marshall, Mayor

ATTEST:

  
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

  
Brandon S. Shelby, City Attorney



## BOARD OR COMMISSION APPLICATION

All applications are date stamped at the time submitted. Applications will be kept on file with the City Secretary for a period of 12 months.

Please read Resolution 2013-433 beginning on page 4 of this application carefully regarding the appointment process.

All questions are to be directed to City Secretary Patti Scott Grey at 972-442-6811 or by email at [pgrey@parkertexas.us](mailto:pgrey@parkertexas.us).

Please complete thoroughly and print legibly in ink or type.

Please write a "1" and "2" by your top two preferred Boards:

<input type="checkbox"/>	Planning and Zoning Commission	<input type="checkbox"/>	Zoning Board of Adjustments	<input type="checkbox"/>	1
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Please answer the following questions:

Name: Mark Farmer Phone: H: 972 442-0339  
C: 214-567-9343

Home Address: 5608 Kensington Ct. Parker, TX 75002 Spouse's Name (Optional): Brenda

Email Address: markfarmer@gmail.com Best Method to Contact You: cell

Resident of Parker for 18 Years Are you a registered voter?: Yes

Residency requirements: 12 months residing in the City of Parker.

Are you related to any City employee and/or City Councilmember? ☐ YES ☒ NO

If yes please provide name and position: \_\_\_\_\_

Occupation: Risk Management Executive

Education: MBA - University of Georgia, DBA - University of Georgia

Work Experience Applicable to the City Boards or Commissions to which you are applying:

No direct experience.

Special Knowledge or Experience Applicable to the City Boards/Commissions to which you are applying:

My risk management background.

Previous Volunteer Experience:

- 1) St Jude Catholic Church (Allen, TX) - JYM teacher, mission trip chaperone, engaged couples sponsor
- 2) Bella House (Plano, TX) - Volunteer (Brenda is on the board of directors)

Have you attended any meetings of the board/commission for which you have applied? No

Please tell us briefly why you wish to serve as a volunteer and how your past business and/or work experience qualifies you:

I have entered a new phase in life - empty nesthood. While I have always volunteered at our parish, I would also like to begin serving in different ways.

A resume may be attached if you wish to provide more information.

In the event that I am placed as a volunteer with the City of Parker, I understand that I will be required to comply with all the City's rules, policies and regulations. I fully understand that if my services are no longer needed, or my performance is not acceptable, for any reason, the City of Parker has the right to terminate my appointment at any time, with or without notice.

Signature: M. C. Fune Date: 7/31/2018

Please return to City of Parker, City Secretary, 5700 E. Parker Road, Parker, Texas 75002, Fax 972-442-2894 or Email [pgrey@parkertexas.us](mailto:pgrey@parkertexas.us).

**NOTE: Information on this application is subject to the Texas Public Information Act.**

*Individuals appointed to serve on a board/commission/committee will be required to complete two hours of training relative to the Texas Open Meetings Act and Public Information Act.*

**Mark C. Farmer, CRIS**  
**5608 Kensington Court**  
**Parker, Texas 75002**  
**Home Phone: (972) 442-0339**  
**E-Mail: markfarm@gmail.com**

**EDUCATION:** UNIVERSITY OF GEORGIA, September 1981 - June 1983  
Graduated with Master of Business Administration in Risk Management and Insurance.

UNIVERSITY OF GEORGIA, September 1978 - March 1981  
Graduated with Bachelor of Business Administration in Management.

**WORK HISTORY:** AMERICAN CONTRACTORS INSURANCE GROUP  
Dallas, Texas  
Risk Management Executive  
July 1987 to Present

Duties at this construction industry-owned captive insurer include overall responsibility for twelve contractor/shareholders with annual premium volume of approximately \$30 million; annual proposal preparation and delivery; drafting of policy wording and endorsements; contract review and policy form analysis; negotiation and marketing of umbrella liability program; coverage comparisons for prospective ACIG contractors; subcontractor insurance audits and ACIG contractor training. Also perform special projects for ACIG CEO and President. Served as consultant for Associated General Contractors of America on insurance and indemnity issues. Former contributor to Constructor Magazine. Current contributor to Financial Management and Accounting for the Construction Industry.

INTERNATIONAL RISK MANAGEMENT INSTITUTE, INC.  
Dallas, Texas  
Senior Research Analyst  
October 1983 to July 1987

Primary duty was the research and development of books and articles on various risk management and insurance topics. Published books include: Construction Risk Management and Guide to Workers Compensation Insurance. Responsible for researching and writing Quarterly updates to Construction Risk Management. Contributor to Commercial Building: An Introduction for Home Builders. Also responsible for the development and organization of the Annual Construction Risk Conference

**PERSONAL:** Age 59, married to Brenda. Three children: Layne (29), Jake (24) and Luke (19).



## BOARD OR COMMISSION APPLICATION

All applications are date stamped at the time submitted. Applications will be kept on file with the City Secretary for a period of 12 months.

Please read Resolution 2013-433 beginning on page 4 of this application carefully regarding the appointment process.

All questions are to be directed to City Secretary Patti Scott Grey at 972-442-6811 or by email at [pgrey@parkertexas.us](mailto:pgrey@parkertexas.us).

Please complete thoroughly and print legibly in ink or type.

Please write a "1" and "2" by your top two preferred Boards:

2	Planning and Zoning Commission	Zoning Board of Adjustments	1
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Please answer the following questions:

Name: Steve Schoenekase Phone: 214.649.7742 (cell)

Home Address: 7289 Moss Ridge Rd, Parker Spouse's Name (Optional): Debra

Email Address: sschoenekase@hwlochner.com Best Method to Contact You: email

Resident of Parker for 21 Years Are you a registered voter?: Y

*Residency requirements: 12 months residing in the City of Parker.*

Are you related to any City employee and/or City Councilmember? ☐ YES ☒ NO

If yes please provide name and position: \_\_\_\_\_

Occupation: Consulting Engineer

Education: BS Architectural Engineering

Work Experience Applicable to the City Boards or Commissions to which you are applying:

I design roads, bridges, drainage systems, and utilities for many cities. I understand the codes and regulations that control board decisions and the reasons behind those codes.

Special Knowledge or Experience Applicable to the City Boards/Commissions to which you are applying:

I served as Chair of P&Z in the late 90's and helped draft the Subdivision Regs and Zoning Ordinance. I also served as City Engineer in the early 2000's. I reviewed and approved many of the developments in Parker during that time.

**Previous Volunteer Experience:**

Parker P&Z; Parker representative to Collin County Bond Committee;  
set design/construction for Plano East Choir; member/Life Group  
leader Chase Oaks Church

Have you attended any meetings of the board/commission for which you have applied? Not recently

Please tell us briefly why you wish to serve as a volunteer and how your past business and/or work experience qualifies you:

As a longtime resident of Parker, I've seen our community grow  
and change. The pressure we face to accept commercial development,  
smaller lots, and other "non-Parker" things is increasing. We  
need more involvement from our older residents to protect the  
Parker that we came here to enjoy. This is not west Plano, and  
should not be. As an architect and engineer, I know what it takes  
to preserve Parker and to provide the quality of life to our  
residents that they deserve. I will work with the residents, City  
Council, staff, and even the developers to allow the city to grow  
without losing sight of what makes Parker unique.

**A resume may be attached if you wish to provide more information.**

In the event that I am placed as a volunteer with the City of Parker, I understand that I will be required to comply with all the City's rules, policies and regulations. I fully understand that if my services are no longer needed, or my performance is not acceptable, for any reason, the City of Parker has the right to terminate my appointment at any time, with or without notice.

Signature: 

Date: 10/18/10

Please return to City of Parker, City Secretary, 5700 E. Parker Road, Parker, Texas 75002, Fax 972-442-2894 or Email [pgrey@parkertexas.us](mailto:pgrey@parkertexas.us).

**NOTE: Information on this application is subject to the Texas Public Information Act.**

*Individuals appointed to serve on a board/commission/committee will be required to complete two hours of training relative to the Texas Open Meetings Act and Public Information Act.*

November 12, 2018

To: Lori Newton  
City of Parker

From: Hal Camp

Subject: ZBA

Lori, this is formal notification that I do not wish to be re-elected to the Zoning Board of Adjustments of the City of Parker.

While I enjoy serving this great city and community I'm afraid that my hearing impairment is not allowing me to properly evaluate the cases that are presented to the ZBA and therefore feel it best not to continue.

Please pass this on to the proper authorities with my best wishes for their continued fine leadership

Best regards,

A handwritten signature in cursive script that reads "Hal Camp".

Hal Camp



## **Lori Newton**

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**From:** James Clay [jclay@verizon.net](mailto:jclay@verizon.net)  
**Sent:** Thursday, November 8, 2018 10:38 AM  
**To:** Lori Newton  
**Subject:** Re: ZBA Term Renewal Nov, 2018

I shall not renew my application for ZBA service.  
James Clay

Sent from AOL Mobile Mail  
Get the new AOL app: [mail.mobile.aol.com](mailto:mail.mobile.aol.com)

On Thursday, November 8, 2018, Lori Newton <LNewton@parkertexas.us> wrote:

Good Morning,

Just a quick note for those of you who are up for your ZBA Term renewals this November, 2018. Would you please send me an email this week to confirm you are interested in continuing to serve in your current capacity or otherwise?

There will be a vacancy for Hal Camp since he will be retiring and two applications have been received for consideration, but Andrew wanted some feedback from you first.

Thank you,

Lori

**Lori Newton, CCCII**

**City of Parker**

**Municipal Court**

5700 E. Parker Road

Parker, Texas 75002

[lnewton@parkertexas.us](mailto:lnewton@parkertexas.us)

## **Lori Newton**

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**From:** Randy Kercho [mailto:kercho@msn.com]  
**Sent:** Thursday, November 8, 2018 1:24 PM  
**To:** Lori Newton  
**Subject:** Re: ZBA Term Renewal Nov, 2018

Hi Lori,

Yes - I would be interested in continuing to serve on the ZBA and even happier to be a seated member as opposed to an alternate.

Best,

Randy

---

**From:** Lori Newton <LNewton@parkertexas.us>  
**Sent:** Thursday, November 8, 2018 9:31 AM  
**To:** b5dickson@verizon.net; James Clay; Randy Kercho  
**Subject:** ZBA Term Renewal Nov, 2018

Good Morning,

Just a quick note for those of you who are up for your ZBA Term renewals this November, 2018. Would you please send me an email this week to confirm you are interested in continuing to serve in your current capacity or otherwise?

There will be a vacancy for Hal Camp since he will be retiring and two applications have been received for consideration, but Andrew wanted some feedback from you first.

Thank you,  
Lori

Lori Newton, CCCII  
City of Parker  
Municipal Court  
5700 E. Parker Road  
Parker, Texas 75002  
[lnewton@parkertexas.us](mailto:lnewton@parkertexas.us)

972-442-6999  
972-442-2894 (fax)

## Lori Newton

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**From:** Andrew Ellison <[andrew@ellisononline.com](mailto:andrew@ellisononline.com)>  
**Sent:** Thursday, November 8, 2018 7:21 PM  
**To:** Lori Newton  
**Subject:** Re: FW: ZBA Term Renewal Nov, 2018

I think it makes sense to move the alternates to seated members when vacancies occur.

So it sounds like moving Randy to a seated position and appointing the two applicants to the alternates would be appropriate.

Thoughts?

On Thu, Nov 8, 2018 at 2:39 PM Lori Newton <[LNewton@parkertexas.us](mailto:LNewton@parkertexas.us)> wrote:

FYI. Something else to consider.

Thanks,

Lori

Let me know what you think before you are out next week. 😊

**From:** Randy Kercho <[rkercho@msn.com](mailto:rkercho@msn.com)>  
**Sent:** Thursday, November 8, 2018 1:24 PM  
**To:** Lori Newton <[LNewton@parkertexas.us](mailto:LNewton@parkertexas.us)>  
**Subject:** Re: ZBA Term Renewal Nov, 2018

Hi Lori,

Yes - I would be interested in continuing to serve on the ZBA and even happier to be a seated member as opposed to an alternate.

Best,

# Zoning Board of Adjustment 2018 Attendance

2018 Res. No. 2017-560			Place 3 Chairman Andrew Ellison	Place 4 Vice Chair Don Dickson	Place 1 Jack Albritton	Place 2 Hal Camp	Place 5 Brian Deaver	Alternate 1 James Clay	Alternate 2 Randy Kercho
2018									
Jan									
Feb									
Mar									
Apr									
May									
Jun	4		✓	✓	✓	✓	Absent	✓	✓ (non-voting)
Jul									
Aug	6		✓	✓	✓	✓	✓	Absent	✓ (non-voting)
Sept									
Oct									
Nov									
Dec									
2018 Absences			0	0	0	0	1	1	0



## Council Agenda Item

Item 9  
C'Sec Use Only

Budget Account Code:	Meeting Date: December 4, 2018
Budgeted Amount:	Department/ Requestor: Mayor Pettie
Fund Balance-before expenditure:	Prepared by: City Staff
Estimated Cost:	Date Prepared: November 27, 2018
Exhibits:	<ul style="list-style-type: none"><li>• <a href="#">Email</a></li></ul>

### AGENDA SUBJECT

CONSIDERATION/DISCUSSION AND/OR ANY APPROPRIATE ACTION ON PURSUING A CITY OF PARKER, TEXAS, POST OFFICE/ZIP CODE. [PETTIE]

### SUMMARY

Please review email provided.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

#### Inter – Office Use

Approved by:			
Department Head/ Requestor:			
City Attorney:	<i>Brandon S. Shelby</i>	Date:	11/27/2018 via email
City Administrator:	<i>Luke Olson</i>	Date:	11/30/2018

**From:** Lee Pettle [REDACTED] >

**Sent:** Thursday, November 29, 2018 3:11 AM

**To:** [REDACTED]

**Subject:** Agenda for 12/4

May I add an item for discussion/any action. There has been ongoing talk on Facebook, HOA websites, etc, regarding our mail service. One of our residents has requested that the city of Parker contact the following to see about getting our own post office. I don't mind exploring this if Council approves as I think we should all be on this. I don't want to send any letters in Parker's name without Council approval/agreement and maybe all of us sign it. So I wanted to add an item for discussion or any action on pursuing our own post office/zip code. Please word appropriately. If this is too late for agenda, put as update and I will advise Council that this will come up in January. Here is a copy of just one person's Facebook comment and there have been loads of them, all unhappy with the postal service we are currently receiving. It seems everyone is receiving mounds of mail for people outside of Parker; no mail, mail thrown in their yard; neighbors' mail and so on. The below is from [REDACTED], who received a jammed mail box with mail for people who do not live in Parker

"After waiting 90 minutes for a call back and being on hold for over 30 minutes for the second call I spoke with two different people.

I explained my situation from yesterday and spoke about this being an ongoing issue for years that has never been resolved even after multiple complaints. The second person is creating a formal complaint and after their investigation she said she would call me back in a few days. She did call the Allen office and explained everything and their supervisor called me. She will try to pick up the mail today or tomorrow at the latest.

I also inquired about Parker getting a post office. She said it is possible but that they are closing offices because not as many people send mail anymore. She said anyone can request to have a post office but it looks better and has more impact if a city official makes the request.

So, [Lee Pettle](#) if the city wants our own post office again send a letter to:

United States Post Office

951 West Bethel Rd.

Coppell, TX 75099

Attn: Dallas District Manager Hooper

They will survey the area, check boundaries, volume of mail, locations for official mail box etc.

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>2019</b>			
TBD	Municipal Complex Update	Raney	General Update from time to time
TBD	Transportation Update	Standridge	
TBD	Home Rule	Raney	
TBD	Unregistered/False Alarms	Olson	Ord. 358/Fee Schedule
TBD	Bulk Trash reflecting city split	Staff	0317 Ord725 2015 Bulk and Brush
TBD	International Building Codes	Machado	2018 0920 PWD GM working toward update
TBD	Staff Contract Policy	Shelby/Olson	10/08/2018 CC Mtg
TBD	Drainage Committee Update	Taylor	
TBD	Comprehensive Plan	Council	discussion requested 3/17
TBD	Annual Codification Supplement	C'Sec	March
TBD	Alarm Ord.		3/1/16 Email C. Pettie
TBD	2019 City Fee Schedule		
TBD	Solicitors' Permit Ord.		3/1/16 Email C. Pettie
			<del>2016 1018</del>
Jan., Apr., July., Oct.	Republic Waste Report		REQUIRED PER ORDINANCE AND AGREEMENT.
Jan., Apr., July, Oct.	Fire Dept. Report	Sheff/Miller/Flo wers	
Jan., Apr., July, Oct.	Investment Report	Savage	
January 15, 2019	CABS OMA & PIA Training & Social Events Notices	Shelby/Olson	May 18, 2018

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
January 15, 2019	2019 City Fee Schedule	Pettile/Olson	20181003 M/CA Discussion;2015-16 Approved 2/29; added 2016-17 to FAI
January 15, 2019	Parks & Rec. Discussion/Ord		
January	Legislative Issues	Pettile/Olson	20181003 M/CA Discussion
Jan/Feb	Planning Session	Pettile/Olson	9/18 M/CC disc. Possibly 12/3 & 12/4
February 5, 2019	Annual and REPUBLIC SERVICES RECYCLE INCREASE		See 2018 1106 RB Email
February 5, 2019	Surplus	Savage/Machado	2018 1119 Grant pushed to Feb.
March	Atmos Settlement - Ord.		Res. No. 2018-564 - 03202018
March	FINANCIAL STATEMENT		2018 1119 after software or temp